AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
AUGUST 21, 2025
6:30 PM

COUNCIL

□ Mayor Bev Smith
□ Vice Mayor Kim Schmitz
□ Mayor Pro Tem Gary Ready
□ Council Member _____
□ 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 July 24, 2025, Budget Workshop Minutes:** Motion for the approval

of July 24, 2025, Budget Workshop Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **Approval of the July 24, 2025, Village Council Regular Meeting Minutes:** Motion for the approval of July 24, 2025, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk

3. **Approval of Transportation Planning Agency Member Appointment:** Motion to approve the Council appointment of Mayor Smith to the Transportation Planning Agency Board.
Staff: Kimberly Wynn, Village Clerk

4. **Appointments to the General Employees' Pension Board:** Motion to approve the appointment of Mayor Pro Tem Ready and Mara Frederiksen to the General Employees' Pension Board to serve at the pleasure of the Village Council, and the Village Manager, respectively.
Staff: Kimberly Wynn, Village Clerk

5. **Approval of the Village Attorney Agreement - Torcivia, Donlon, Goddeau & Rubin, P. A.** Motion for the approval to enter into an agreement with Torcivia, Donlon, Goddeau & Rubin, P.A. to provide legal services to the Village. The agreement will expire September 30, 2028.
Staff: Michael Bornstein, Village Manager

6. **Resolution No. 2025-52 - Approve Acquisition of Real Property at 242 Cypress Lane and Budget Transfer:** Motion for the approval of Resolution No. 2025-52 to approve the acquisition of the property at 242 Cypress Lane for the negotiated price of $645,000, amending the budget to transfer funds from Council Contingency, General Government, and Public Works.
Staff: Michael Bornstein, Village Manager

7. **Professional Services Agreement - Lobbying Services - Ronald L. Book, P.A.:** Motion to approve a Professional Services Agreement with Ronald L. Book, P.A., for a retainer amount of $50,000 for state lobbying services. Funding that is available is the proposed FY 2026 Village Council Budget.
Staff: Kimberly Glas-Castro, Assistant Village Manager

8. **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 five years, with an option to renew for 5 additional years, for use of the Village Building at 222 Cypress Lane as a Clubhouse and Meeting Hall.
Staff: Michael Bornstein, Village Manager

9. **Resolution No. 2025-50 Contract Award – ITB No. 2025B - 009 – Main & Pratt WTP Protective Coating System Restoration (TO #343 & TO #344) - Utilities Department – Shamrock Restoration Services Inc.** Motion to approve Resolution No. 2025-50 to enter into a contract with Shamrock Restoration Services, in the amount of $929,644 for the Main & Pratt WTP Protective Coating System Restoration (TO #343 & TO #344). Funding is available from the Water Sewer fund.
   Staff: Jimmie Johnson, Utilities Director

10. **Professional Services Agreement - Owner's Representative/Project Manager for Utilities Operations Building Project (Task Order No.331) - Gregory H. Siefker:** Motion to approve a Professional Services Agreement with Gregory H. Siefker for an amount not to exceed $239,475.00 to serve as the project manager during the design and construction of the Utilities Operations Building Project (Task Order No. 331). Funding is available from the Water and Sewer Enterprise Fund.
    Staff: Jimmie Johnson, Utilities Director

11. **Resolution No. 2025-20 - Approve a Three-year Contract Renewal with Epicurean Park LLC for Landscape Services Village Wide:** Motion to approve Resolution No. 2025-20 to renew an amended agreement with Epicurean Park, LLC for three years and improve an increase for the total annual cost of $156,294.00. Funding is available from multiple departments.
    Staff: Felipe Lofaso, Public Works Director

12. **Resolution No. 2025-51 Approval of the Agreement between the Village of Palm Springs and Palm Beach County for the FY26 Community Development Block Grant (CDBG) for the Lakewood Gardens Park Improvements Project:** Motion to approve Resolution No. 2025-51 to authorize the Mayor or their designee to approve an Interlocal Agreement with Palm Beach County to provide CDBG funding for Lakewood Gardens Park Improvements and the Village for $129,228 in FY 26.
    Staff: Felipe Lofaso, Public Works Director

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

13. **Presentation from Rhonda Giger, General Counsel with the Palm Beach County Commission on Ethics**
    Staff: Kimberly Wynn, Village Clerk

14. **Presentation from Palm Beach County Fire Rescue:** Battalion Fire Chief Ronald

Martinez will provide an update on Palm Beach County Fire Rescue Operations
Staff: Kimberly Wynn, Village Clerk

15. **Presentation on the Creation of a Village Standard for Landscaping in the Right-of-Way, Village Facilities and Parks - Public Works Department**
Staff: Felipe Lofaso, Public Works Director

PUBLIC COMMENT (Three-minute limit)

REGULAR AGENDA

16. **Resolution No. 2025-48 Approve a Purchase Order with ThinkGuard - FY2025:** Motion to approve Resolution No. 2025-48 as a Best Interest on a 4/5 vote, authorizing the Mayor, or her designee, to execute a Purchasing Agreement for a term of three (3) years with ThinkGuard for $223,123 to maintain IT services. Funding is available in the FY 2025 General Budget.
Staff: Mara Frederiksen, Finance Director

Motion	Second	Vote

PUBLIC HEARINGS

17. **(Quasi-Judicial Hearing) Resolution No. 2025-47 - Site Development Plan Amendment (SPR25-07) - Village of Palm Springs - Utility Department - New Operations Building - 360 Davis Road:** Motion to recommend approval of an application submitted by Mr. Jess Sowards, AIA, and Jayson Hall on behalf of the Village of Palm Springs Utility Department ("Applicant"). Requesting approval for a Site Development Plan Amendment (SPR25-07) to allow the construction of a 22,670-square-foot operations building within the water treatment plant property located at 360 Davis Road.
Staff: Iramis Cabrera, PZB Director, Christian Melendez Berrios, PZ&B Technician

Motion	Second	Vote

18. **(First Reading) Ordinance No. 2025-07 Approval of Amendments to Employee Regulations Handbook:** Motion for the approval of Ordinance No. 2025-07; to amend Ordinance No. 2023-08 Employment Regulations for Village employees.
Staff: Ashley Saingilus, Human Resources Director

Motion	Second	Vote

19. **Resolution No. 2025-49 - Amending Section 177.071, Florida Statutes by**

Designating an Administrative Official to Administratively Approve Plats and Replats: Motion to approve complying with Senate Bill 784 (2025), which amended Section 177.071, Florida Statutes, by requiring all plats and replats to be administratively approved and requiring all municipalities to designate an administrative official to administratively approve, approve with conditions, or deny plats and replats on or after July 1, 2025.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

20. **(First Reading) Ordinance No. 2025-05 - Repealing Section 34-1337 of the Village of Palm Springs Code Ordinance to comply with Section 366.94, Florida Statutes:** Motion to approve Ordinance No. 2025-05 to repeal Section 34-1337 (Ordinance No. 2023-05) to comply with Section 366.94, of the Florida Statutes, which preempted to the state the regulation of electric vehicle charging stations.

    Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

21. **(First Reading) Ordinance No. 2025-06 - Village Code Amendment - Section 14-61 - Hours of Operation of Establishments and Section 34-891 - Hours of Operation and Hours of Construction Activity**: Motion to approve Ordinance No. 2025-06 to amend the Code of Ordinances, Chapter 14, “Businesses”, Article III, “Alcoholic Beverages”, Section 14-61, to clarify existing regulations on the sale of alcoholic beverages; and amend Chapter 34, Article VI, Section 34-891, to permit extended hours of operation for fuel and gas stations.

    Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

22. **(First Reading) Approve Ordinance No. 2025-01 - Revise the Purchasing Policy and Ordinance:** Motion to approve Ordinance No. 2025-01 to amend Chapter 58, “Purchasing Code” of the Village Code of Ordinances to increase the Village Manager’s purchasing authority; by updating, clarifying, and deleting certain purchasing provisions; by adding provisions for the acquisition of real property and settlement authority of claims; by allowing for the adoption of a new procurement policy with Village Manager.

    Staff: Mara Frederiksen, Finance Director

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, SEPTEMBER 11, 2025 (FIRST BUDGET HEARING) AT 6:30 PM OR IMMEDIATELY FOLLOWING THE CRA BUDGET MEETING

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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

II. Persons with Disabilities:

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

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

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

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

III. Complaint Procedures:

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

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

BUDGET WORKSHOP MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA
JULY 24, 2025 AT 5:30 PM

CALL TO ORDER

Mayor Bev Smith called the Village Council Budget Workshop to order at 5:30 PM.

ROLL CALL

Present: Mayor Bev Smith, Mayor Pro Tem Gary Ready, and Council Member Patti Waller

Absent: Vice Mayor Kim Schmitz

Also Present: Village Manager Michael Bornstein, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli, Planning, Zoning, and Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, Public Works Director Felipe Lofaso, HR Director Ashley Saingilus, Director of Library Services Jossie Maliska, Finance Director Mara Frederiksen, and Parks and Recreation Assistant Director Lauren Bennett.

ORDER OF BUSINESS

1. **Proposed FY 2026 Budget Workshop Overview:**
   Staff: Mara Frederiksen, Finance Director

   A. Proposed FY 2026 General Fund Presentation (by Department)
   1. Revenue Highlights
   2. Expenditure Highlights

   B. Proposed FY 2026 Palm Springs Community Redevelopment Agency (CRA)
   1. Revenue
   2. Expenditures

   C. Proposed FY 2026 General Obligation Debt Service Fund
   1. Revenue
   2. Expenditure

   D. Proposed FY 2026 Enterprise Fund - Utilities (Water & Wastewater)
   1. Revenue
   2. Expenditure

   E. Proposed FY 2026 Enterprise Fund-Stormwater
   1. Revenue

2. Expenditure

F. Proposed Capital Improvement Program

1. One-Year Review (2026)
2. Five-Year Review

The Village Manager, Mr. Bornstein, discussed the significant budget factors for FY 25-26. The significant headlines include a taxable valuation increase of 10.39%, resulting in an additional $626,485 in tax revenue over the last fiscal year, maintaining the same millage rate of $3.5000. The increase in taxable valuation led to a reduction in voted debt service millage from $0.2121 to $0.1922, an 8.5% decrease. Mr. Bornstein also mentioned that the Community Redevelopment Agency (CRA) Taxable Increment Value (TIF) increased by $91 million, or 54%, which resulted in an increased contribution from the Village of $304,593.

Other highlights include one million dollars allocated towards the renovation and expansion of the Police Department Building, utilizing the last of the Sales Tax Funds. Although Collective Bargaining employees are still in negotiations, the budget includes a 3% across-the-board cost-of-living increase and a 2% budget for merit increases. Health insurance costs have risen by $510,000, or 23%, compared to the current fiscal year. Workers' compensation expenses have increased by $25,082, or 6%, over the current fiscal year. Village pension plan expenditures have risen by $14,565, or 5%. Florida Retirement System (FRS) pension expenditures have increased by $34,347, or 4%. There has been an increased investment in employee education and training of $4,003, or 1%. He noted that ARPA-funded projects were completed in FY 2025. This budget appropriates $8.4 million from the unappropriated fund balance in the General Fund, $1,520,000 from the assigned fund balance for future capital improvement projects (CIP), and $1,000,000 from the assigned fund balance for stormwater management. After these appropriations, we still have $12.7 million, or 30% of all operating expenditures, restricted, aligning with the Fund Balance Policy.

Additionally, the Village is retaining an extra $8.4 million in the unassigned fund balance in the General Fund. An amount of $1,520,000 was assigned for future CIP, and $1,000,000 was assigned to Stormwater. After appropriations, there is a restricted $12.7 million or 30% of all operating expenditures, aligning us with the Fund Balance Policy.

After providing the significant highlights of the budget, he introduced the Finance Director, Mara Frederiksen. Ms. Frederiksen explained the purpose and announced the dates of the Budget Hearings. She noted General Fund Revenue Highlights. Ms. Frederiksen explained that

budgeted net Ad Valorem Taxes were calculated at a 3.5 millage rate and projected to yield $626k for FY 24/25, with a reported 10.39% increase in taxable values. There is a projected increase in the FPL Franchise Fee, and the Utility Tax is $329,416, valued at $3.15M. The projected decrease in Building Permits is expected to be $200k, valued at $1.1M.

Ms. Frederiksen discussed the expenditure highlights. She stated there was a decrease of $5.4 million from FY 25/26. There were notable changes in personnel costs. There were no new positions proposed; however, personnel, salaries, and titles were changed. The changes to each line item and major capital projects were discussed. She entered a PowerPoint into the record.

Ms. Frederiksen briefed the Council on significant changes to spending in each Department. The acquisition of land, software updates, the buildout and construction costs, vehicle purchases, expansion of Frost Lake Park, and infrastructure improvements to sewer systems were major costs.

Mayor Smith offered the public and the Council an opportunity to speak. Mayor Pro Tem Ready asked if 2022 is the latest software that could be obtained by IT. Council Member Waller likes the comparison charts completed year over year. The Village Manager and Ms. Frederiksen advised that as information is entered into the system, the comparison charts would grow. Mayor Smith is concerned about where the money would get appropriated, especially with legislation. Village Manager Bornstein explained how the funds would be appropriate. Further, there is a healthy balance of undesignated funds.

Discussion ensued about the current debt of the Village and the reason for the decrease in parks and recreation rentals. It is also concerning that fines and forfeitures are going down. Staff explained that these are fines for code violations. Mayor Smith requests a change to the page layout to have the Departments at the top of the page. Smith would like to have the departments at the top of the page.

Fiscal Impact:

1. *General Fund	$42,629,000
2. American Rescue Plan	$0.00
3. Community Redevelopment Agency	$3,729,071
4. G.O. Debt Service	$420,836
5. Water & Sewer	$39,462,691
6. Stormwater	$1,592,442

All Funds Budget $87,834,040

PUBLIC COMMENT

There were no comments from the public.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:10 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Village Council Budget Workshop held on **July 24, 2025**. The minutes were formally approved and adopted by the Village Council on **August 21, 2024.**

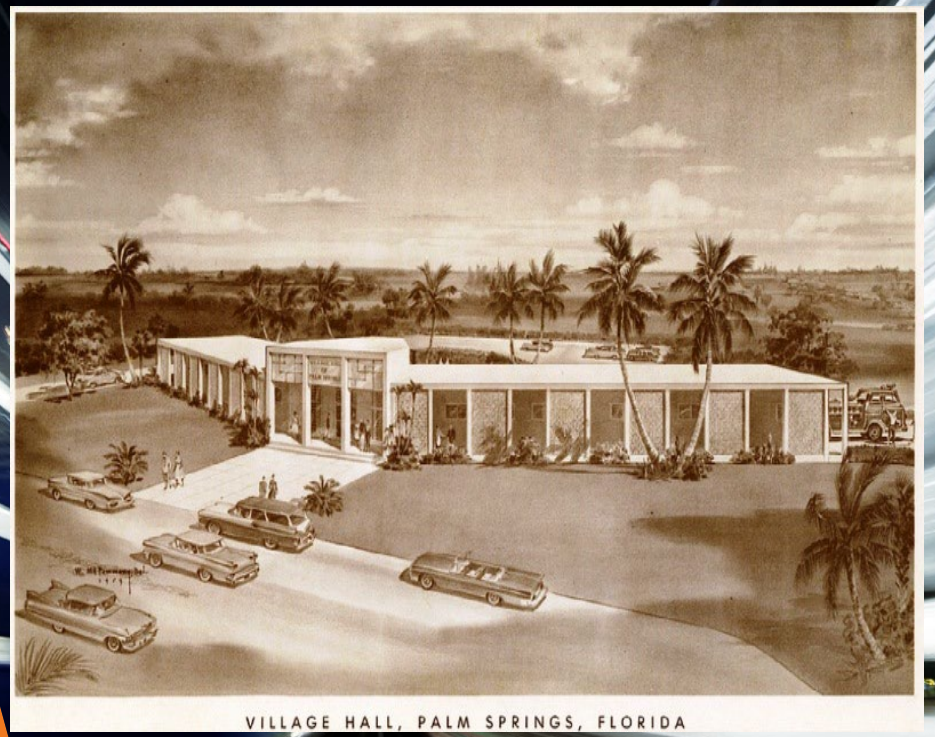
Kimberly M. Wynn

Village Clerk

Fiscal Year 25/26
1st Public Budget Workshop
July 24th, 2025

Michael Bornstein
Village Manager

Mara Frederiksen
Finance Director



Millage and Budget Approval September 2025-26 Schedule

FY 2025-26 Public Budget Workshop

- **Thursday July 24th, 2025, starting at 5:30 pm**

FY 2025-26 Budget Hearing/Adoption

- **Thursday September 11th, 2025, 6:30 pm-First Public Millage and Budget Hearing**
- **Thursday September 25th, 2025,6:30 pm-Second Public Millage and Budget Hearing and Final Adoption**

Purpose of Millage & Budget Hearing

- Overview of Major Funds Revenues & Expenses
  - General Fund, ARPA, CRA, Debt Svc, Utilities, Stormwater & CIP
- General Fund Balance Update
- Personnel/FTE Changes plus COLA update
- Discuss Millage Rate
- Discussion and Public Comments

Budget Workshop-General Fund Revenue Highlights

Revenues for FY 25/26 @ $42,629,000 vs FY24/25 @ $51,469,277 (includes fund balance appropriation)

- **Budgeted net Ad Valorem Taxes were calculated with a 3.5 millage rate yielding $720k over FY24/25 (Note: PBC PA reported 10.39% increase in taxable values)**
- **Projected increase in FPL Franchise Fee & Utility Tax $329,416 valued @ $3.15M**
- **Projected decrease in Building Permits ($200K) valued @ $1.1M**
- **Projected increase in State Shared Revenue $75k, valued @ $1.5M**
- **Projected increase in Half Cent Revenue $135k, valued @ $2.8M**
- **The Proposed Budget shows a Fund Balance appropriation of $8.4M**

General Fund Revenue Description	FY 2025 Value	FY 2026 Value	Variance
Current Ad Valorem Taxes	$ 6,960,944.00	$ 7,681,435.00	720,491.00
FPL Franchise Fee	$ 1,222,524.00	$ 1,295,876.00	73,352.00
FPL Utility Tax	$ 1,600,400.00	$ 1,856,464.00	256,064.00
Building Permits	$ 1,350,000.00	$ 1,000,000.00	(350,000.00)
State Revenue Sharing	$ 1,507,687.00	$ 1,583,071.00	75,384.00
Half Cent Sales Tax	$ 2,695,230.00	$ 2,829,991.00	134,761.00
Garbage Collection Fees	$ 1,763,920.00	$ 1,763,920.00	-
		-	

Note:

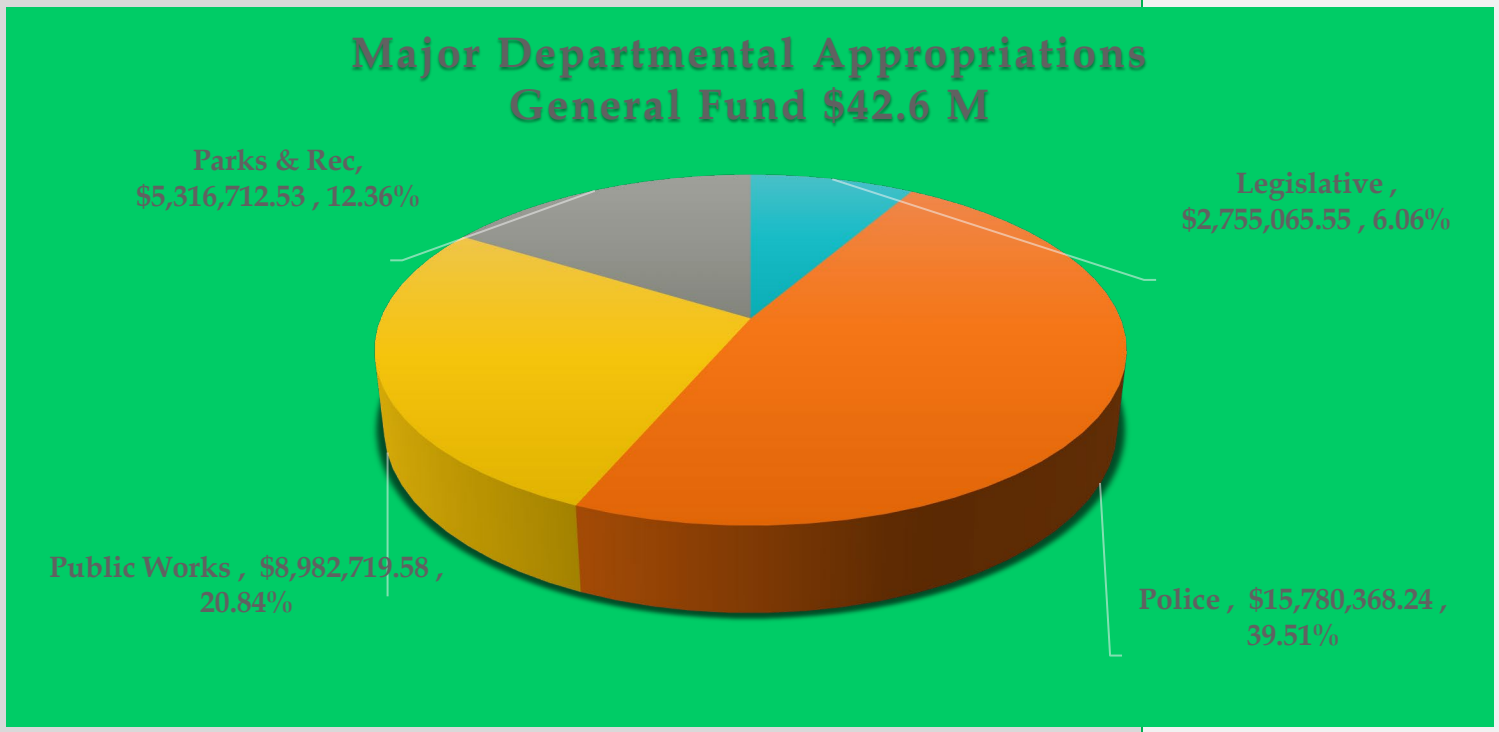
****State of Florida reports in July**

- **Projected decrease in One-Cent Sales Tax $2M**
- **Projected decrease in ARPA $1.7M**

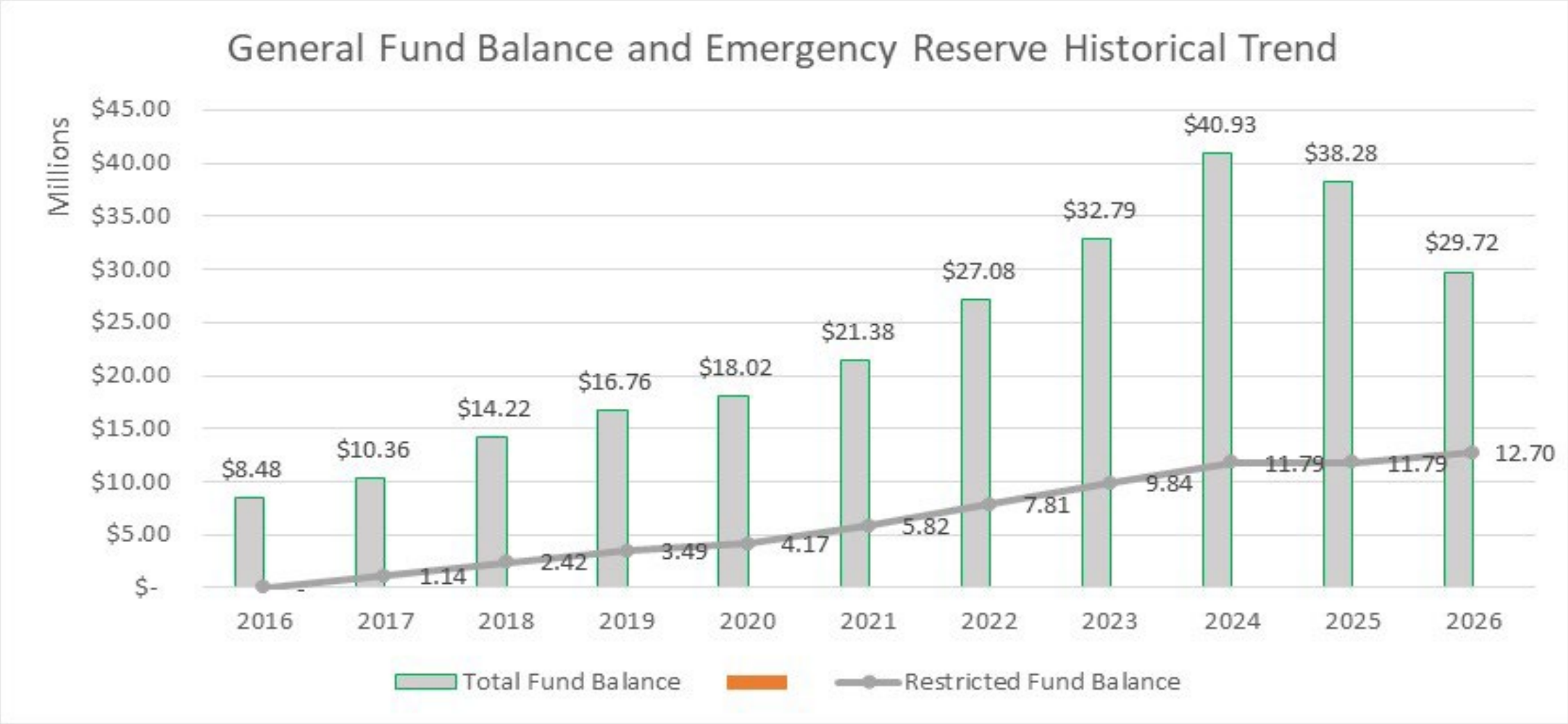
Budget Workshop-General Fund Expenditure Highlights

Expenditures: FY 24/25 budget is $48M vs $42.6 M proposed for FY 25/26, net decrease $5.4 M

- **Total Personnel increase $1.7M**
  (Public Safety $700k, All Other Depts $1M)
- **Health Insurance Increase $511k or 23%**
- **Total Personnel increase $510k in PZB**
  (Code Enforcement transferred 2025)
- **PW Operating decrease of $291k**
  (Safe Streets and PCI Master Plan)
- **PZB Operating decrease of $340k**
  (Mobility Plan & GIS Consultant)
- **Village Mgr Projected decrease of $571k**
  (Clerk Department and Procurement Move)
- **IT Operating decrease of $92k**
  (Network Switches 2025)
- **Projected decrease in Capital ($7.1M) $17M to $10.2M**
  (Completion of PD Bldg (12M), GG 975K, PW $885k, Pks/Rec $2.9M)



General Fund Balance Update



All Funds FTE count

Dept #	Department	FY 2025 Full-Time	FY 2025 Part-Time	FY 2025 On-Call	FY 2025 FTE's	Proposed Changes	FY 2026 Full-Time	FY 2026 Part-Time	FY 2026 On-Call	FY 2026 FTE's
01111	Legislative	-	5.0	-	5.00		-	5.000	-	5.00
01112	Executive	7.0	-		7.00	**(4.00)**	3.00	-		3.00
01113	Finance	7.0	-	-	7.00	**1.00**	8.00	-	-	8.00
01115	Human Resources	5.0	-	-	5.00		5.00	-	-	5.00
01116	Information Technology	8.0	-	-	8.00	**(1.00)**	7.00	-	-	7.00
01117	Village Clerk				-	**3.00**	3.00			3.00
01224	Planning, Zoning & Building	9.0	4.0		13.00	**5.50**	14.00	4.500		18.50
01229	Police	78.0	9.0	1.0	88.00	**(5.50)**	73.00	8.500	1.000	82.50
01441	Public Works	25.0	-	-	25.00		25.00	-	-	25.00
01771	Library	11.0	3.0	-	14.00		11.00	3.000	-	14.00
01772	Parks/Recreation	8.0	13.0	-	21.00		8.00	13.000	-	21.00
001	**General Fund**	**158.0**	**34.0**	**1.0**	**193.00**	(1.00)	**157.0**	**34.0**	**1.0**	**192.0**
014:015	**CRA**	**1.0**			**1.00**	0.00	**1.0**			**1.00**
41336	**Water & Sewer**	**72.0**	**-**	**1.0**	**73.00**	1.00	**73.0**	**-**	**1.0**	**74.00**
42338	**Stormwater**	**2.0**			**2.00**	0.00	**2.0**			**2.00**
		233.0	**34.0**	**2.0**	**269.0**		**233.0**	**34.0**	**2.0**	**269.0**

****NO CHANGES IN FTE COUNT--INTERNAL MOVES FOR REPORTING STRUCTURE ONLY****

No FTE Change for 25/26

Budgeted FY 25/26 COLA

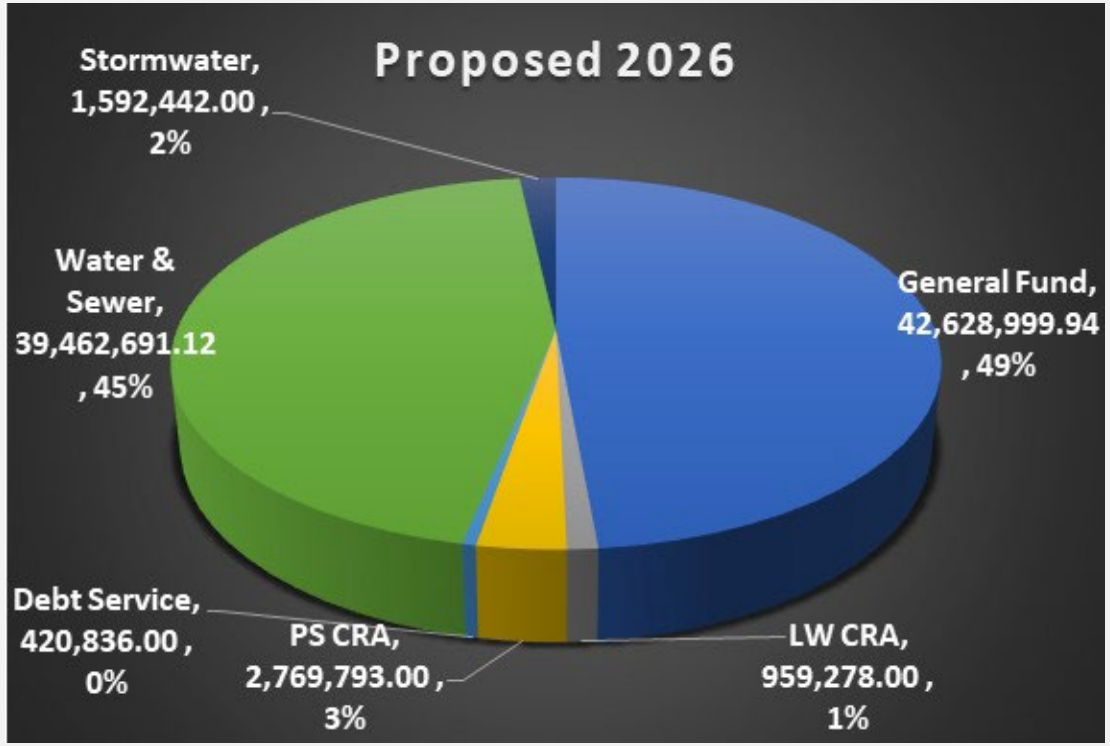
- Sworn Staff: Police Officers, for FY 25/26 COLA increase 3% + 2% Merit
- SEIU Employees contractual COLA increase 3% + 2% Merit
- Non-Union Employees COLA increase 3% + 2% Merit

Budgeted FY 25/26

GENERAL FUND: Two Year Comparison of Department Budgets									YOY
Department	2025				2026 Proposed Budget				% Change
	Personnel	Operating	Capital	Total	Personnel	Operating	Capital	Total	
Legislative	59,048.00	2,290,483.00	-	2,349,531.00	60,960.35	2,694,105.20	-	2,755,065.55	17.26%
Executive	1,147,726.00	192,252.00	-	1,339,978.00	686,981.40	81,165.00	-	768,146.40	-42.67%
Finance	966,011.00	87,699.00		1,053,710.00	1,097,262.00	122,901.00	-	1,220,163.00	15.80%
Legal		225,000.00		225,000.00		225,000.00		225,000.00	0.00%
Human Resources	522,404.00	122,385.00	8,000.00	652,789.00	562,605.49	118,881.00	-	681,486.49	4.40%
Information Technology	764,906.00	545,813.00	90,000.00	1,400,719.00	815,134.00	544,595.00	115,000.00	1,474,729.00	5.28%
Village Clerk	-	-	-	-	417,085.68	90,007.00	-	507,092.68	0.00%
General Govt	5,000.00	376,774.00	225,000.00	606,774.00	5,250.00	429,879.00	1,200,000.00	1,635,129.00	169.48%
Planning, Zoning & Building	1,039,958.00	751,434.00	-	1,791,392.00	1,545,929.07	418,810.72	-	1,964,739.79	9.68%
Police	11,666,801.00	1,287,771.00	14,307,572.00	27,262,144.00	12,366,429.00	1,175,605.24	2,238,334.00	15,780,368.24	-42.12%
Public Works	2,304,164.00	3,197,489.00	2,575,000.00	8,076,653.00	2,474,839.58	3,047,880.00	3,460,000.00	8,982,719.58	11.22%
Library	840,679.00	193,975.00	63,500.00	1,098,154.00	963,659.58	214,488.10	139,500.00	1,317,647.68	19.99%
Parks/Recreation	1,086,013.00	931,300.00	180,000.00	2,197,313.00	1,154,876.45	1,031,836.08	3,130,000.00	5,316,712.53	141.96%
	$ 20,402,710.00	$ 10,202,375.00	$ 17,449,072.00	$ 48,054,157.00	$ 22,151,012.60	$ 10,195,153.34	$ 10,282,834.00	$ 42,628,999.94	-11.29%

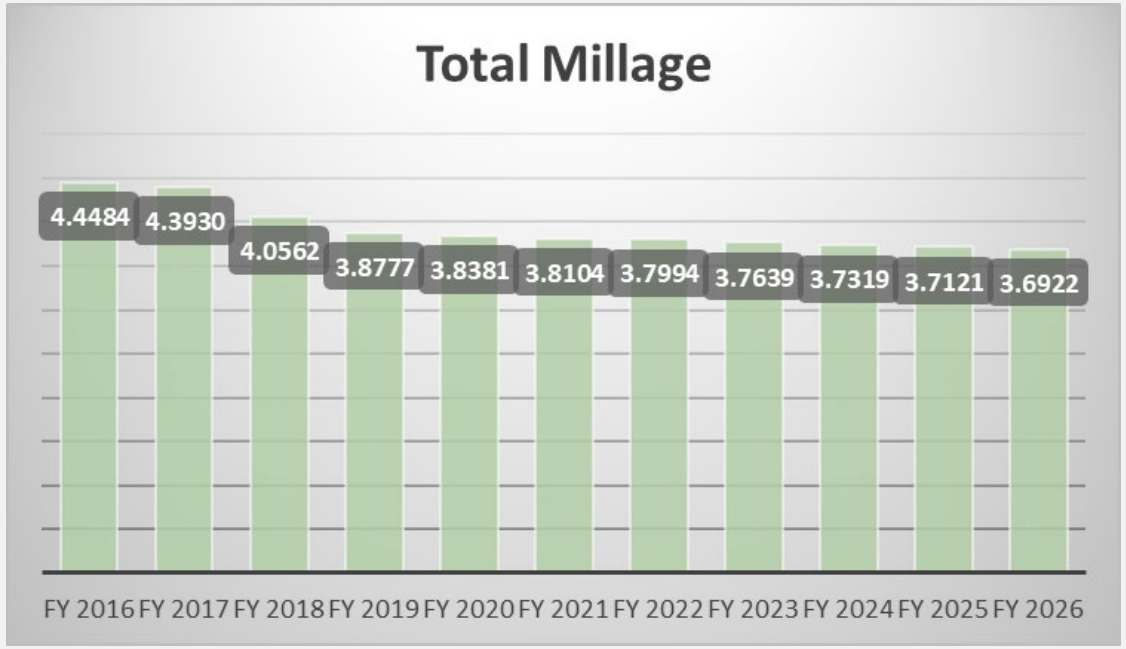
ALL Funds Appropriation Summary

	FY 2025 Budgeted	FY 2026 Requested	% of All Funds	Variance
General Fund				
Total General Fund	48,054,157.00	42,628,999.94	48.53%	$ (5,425,157.06)
Governmental Funds				
ARPA	6,435,383.00	-	0.00%	(6,435,383.00)
LW CRA	1,088,424.00	959,278.00	1.09%	(129,146.00)
PS CRA	2,248,957.00	2,769,793.00	3.15%	520,836.00
	9,772,764.00	3,729,071.00		$ (6,043,693.00)
Debt Service Fund				
Debt Service	422,618.00	420,836.00	0.48%	$ (1,782.00)
Enterprise Funds				
Water & Sewer	38,324,227.00	39,462,691.12	44.93%	1,138,464.12
Stormwater	5,462,442.00	1,592,442.00	1.81%	(3,870,000.00)
	43,786,669.00	41,055,133.12		$ (2,731,535.88)
	102,036,208.00	87,834,040.06	100.00%	$ (14,202,167.94)



Millage Rate Update (TBD)

- Proposed Ad Valorem Tax Rate= 3.50 mills
  - No Change being proposed, from the current 3.50 mills, Roll-Back rate is 3.6754
- Proposed Debt Service Tax Rate=.1922
  - Decrease of .0199 mills from 24/25 rate of .2121 mills
- The FY 25/26 Proposed Budget reflects Citywide property values increasing approximately 10.39% (as July 1, per the PBC Property Appraiser).



	Current Proposed Tax Rate @ 7/1	*State Roll Back Tax Rate @ 7/1	Variance
	3.5000	3.6754	
Tax Rate Increase (over Rollback Rate)	(0.1754)		
Current Year Gross Assessed Value per PA	2,286,141,380	2,286,141,380	
Gross Tax Decrease (over Roll Back Rate)	-(1.12%)		
Taxes on Property Values	$ 7,690,435	$ 8,066,385	$ 375,949
Less CRA TIF & Discounts	$ (859,085)	$ (962,175)	$ (103,090)
Net Property Taxes	$ 6,831,350	$ 7,104,209	$ 272,859
Other Revenues	$ 19,259,580	$ 19,259,580	
Total Revenues	$ 26,090,930	$ 26,363,789	
Transfers from Other Funds	$ 3,693,834	$ 3,693,834	
Total Revenues & Transfers	$ 29,784,764	$ 30,057,623	
Appropriation of (Increase to) Fund Balance	$ 11,994,151	$ 11,994,151	
Total Expenditures	$ 41,778,915	$ 42,051,774	
Budget (Deficit) Surplus	$ -	$ -	$ 272,859

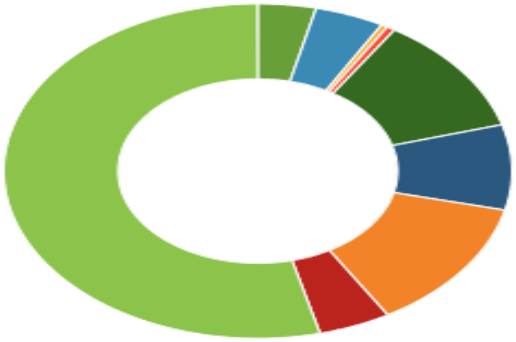
Capital Projects

Total Capital Requested

$27,210,092

63 Capital Improvement Projects

Total Funding Requested by Department



CRA (4%)	$1,002,918.00
General Government Admin. (4%)	$1,200,000.00
Information Technology (0%)	$115,000.00
Library (1%)	$139,500.00
Parks & Recreation (12%)	$3,130,000.00
Police (8%)	$2,238,334.00
Public Works (13%)	$3,460,000.00
Stormwater Utility (5%)	$1,250,000.00
Water & Sewer O & M (54%)	$14,674,340.00
TOTAL	**$27,210,092.00**

Total Funding Requested by Source

CDBG Grant Funding (1%)	$140,000.00
CRA Fund (4%)	$1,002,918.00
General Fund (34%)	$9,142,834.00
One Cent Sales Tax (4%)	$1,000,000.00
Stormwater Fund (5%)	$1,250,000.00
Water & Sewer Fund (54%)	$14,674,340.00
TOTAL	**$27,210,092.00**

General Fund Capital Projects

Information Technology Requests

Itemized Requests for 2026

5 Year Replacement of VH Servers	**$50,000**
5 Year Replacement of VH Servers	
Additional Virtualization Licenses	**$15,000**
Additional Virtualization Licenses	
Hyland OnBase digital forms	**$30,000**
Hyland OnBase digital forms and workflow (second year includes licensing and some data migration services) Replaces Laserfiche	
Upgrades to VOIP Phone System	**$15,000**
Upgrades to VOIP Phone System	
Windows Server Version 2022 Software	**$5,000**
Windows Server Version 2022 Software	

Total: $115,000

General Fund Capital Projects

General Government Admin. Requests

Itemized Requests for 2026

Land Acquisition	**$1,000,000**
Parcel Acquisition in Lake Worth Rd District (downpayment funds)	
South End Flex Space Buildout (Admin Wing)	**$200,000**
Buildout construction costs of the flex space located at the south end of Village hall for Clerks use.	

Total: $1,200,000

General Fund Capital Projects

Police Requests

Itemized Requests for 2026

Axon Body-Worn Cameras	**$169,267**
Axon Body-Worn Cameras	
Axon In-Car Cameras	**$110,102**
Axon In-Car Cameras	
PD Expansion Furniture and Fixtures	**$500,000**
PD Expansion Furniture and Fixtures	
Police Admin Vehicle	**$45,370**
Police Admin Vehicle	
Police Building Expansion/Renovation	**$1,000,000**
Addition of 14,000 square feet to the existing police department facility located at 230 Cypress Lane. Project is estimated to be completed in 15 months and estimated to start in August 2024. It includes approximately 3,600 square feet...	
Police Vehicles (estimated 7 vehicles)	**$413,595**
Police Vehicles (estimated 7 vehicles)	

Total: $2,238,334

General Fund (Public Works)

Public Works Requests

Itemized Requests for 2026

Mini Excavator	**$70,000**
Mini Excavator	
Pressure cleaning trailer	**$20,000**
Pressure cleaning trailer	
Truck lift gate	**$10,000**
Truck lift gate	
2400 Kirk Rd Exterior Painting and Exterior Improvements	**$50,000**
2400 Kirk Rd Exterior Painting and Exterior Improvements	
2nd Ave N Complete Streets (FY25-Design / FY26 -Construction)	**$150,000**
2nd Ave N Complete Streets (FY25-Design / FY26 -Construction)	
Bucket Truck (small)	**$150,000**
Bucket Truck (small)	
Davis Rd & 10th Ave Entrance Way (Design)(FY25-Design / FY26-Construction)	**$750,000**
Davis Rd & 10th Ave Entrance Way (Design)(FY25-Design / FY26-Construction)	
Davis Road and Alemeda Dr Streetscape Improvements (design and construction)	**$150,000**
Davis Road and Alemeda Dr Streetscape Improvements (design and construction)	
Dolan Rd Streetscape project - Public Works	**$1,450,000**
Dolan Rd Streetscape project - Public Works	

General Fund Public Works (Cont'd)

Lakewood Gardens Park Improvements - CDBG FY26 Grant Project	**$140,000**
Lakewood Gardens Park Improvements - CDBG FY26 Grant Project	
LED Marque Signs	**$100,000**
LED Marque Signs	
Village Fuel System and Fleet Integration upgrades	**$25,000**
Village Fuel System and Fleet Integration upgrades	
Village Hall Exterior Painting and Waterproofing	**$200,000**
Village Hall Exterior Painting and Waterproofing	
Village Hall HVAC controls upgrades (Advanced Controls)	**$75,000**
Village Hall HVAC controls upgrades (Advanced Controls)	
Vision Zero Safety Projects	**$120,000**
Vision Zero Safety Projects	
	Total: $3,460,000

General Fund Capital Projects

Library Requests

Itemized Requests for 2026

Adult Library Books	**$23,500**
Adult Library Books	
Children's Library Books	**$16,000**
Children's Library Books	
Library Expansion Meeting Room	**$100,000**
Library Expansion Meeting Room	
	Total: $139,500

General Fund Capital Projects

Parks & Recreation Requests

Itemized Requests for 2026

Frost Lake replace railings, landscaping and signage	**$100,000**
Frost Lake replace railings, landscaping and signage	
Machinery and Equipment request	**$5,000**
Machinery and Equipment request	
Village Commons Park Cultural Facilities Grant Match ($500K 2 for 1 Grant)	**$1,000,000**
Village Commons Park Cultural Facilities Grant Match ($500K 2 for 1 Grant)	
Village Commons Park Improvement Project (amphitheater, Seating Area, Pavillion, Sports Field, Pking Lot, Stands)	**$2,025,000**
Village Commons Park Improvement Project (amphitheater, Seating Area, Pavillion, Sports Field, Pking Lot, Stands)	

Total: $3,130,000

CRA Capital Projects

CRA Requests

Itemized Requests for 2026

2nd Avenue North Property Improvements	**$110,000**
2nd Avenue North Property Improvements	
Gateway Signs (2 for each district) + survey for easements+	**$60,000**
Gateway Signs (2 for each district) + survey for easements+	
Parcel Acquisition in Congress Ave District (downpayment funds)	**$500,549**
Parcel Acquisition in Congress Ave District (downpayment funds)	
Parcel Acquisition in Lake Worth Rd District (downpayment funds)	**$312,369**
Parcel Acquisition in Lake Worth Rd District (downpayment funds)	
Wayfinding signs	**$20,000**
Wayfinding signs	

Total: $1,002,918

Stormwater Capital Projects

Stormwater Utility Requests

Itemized Requests for 2026

2nd Ave Stormwater Improvements — **$500,000**

The 2nd Avenue North Area Drainage System Improvement Project includes approximately 6,100 linear feet of drainage system improvements located within the southeast portion of the Village as outlined below:2nd Ave North from Lake Worth Road to...

Dolan Rd Streetscape project - Stormwater — **$750,000**

Dolan Rd Streetscape project - Stormwater portion

Total: $1,250,000

Water & Sewer Capital Projects

Water & Sewer O & M Requests

Itemized Requests for 2026

Asset Management Software	**$50,000**
Asset Management Software	
Dump Truck	**$185,000**
Dump Truck	
EOC/Operations Building New- MWTP	**$6,000,000**
EOC/Operations Building New- MWTP	
Force Main Replacement (Price St., Florida Mango, and L-9 Canal) - Design	**$300,000**
Force Main Repalcement (Price St., Florida Mango, and L-9 Canal) - Design Phase	
Ford F-150 (4)	**$135,000**
Ford F-150 (4)	
Lift Station - Portable Generator Replacement	**$78,000**
Lift Station - Portable Generator Replacement	
Lift Station - Portable Self-Priming Non-Clog Pump	**$67,000**
Lift Station - Portable Self-Priming Non-Clog Pump	
Project Management Software (BlueBeam)	**$2,340**
Project Management Software (BlueBeam)	

Water & Sewer Capital Projects (Con t'd)

Reconstruction of Surficial Aquifer Well# 14	**$200,000**
The Utilities Department identified the need to replace Well #14 due to low water production. The project will require re-drilling the well and providing new piping, valves, instruments, and a new pump. In addition, a permanent standby generator...	
Replace Lime Feed System - Pratt WTP	**$600,000**
Replace Lime Feed System - Pratt WTP	
Replace Well 9	**$80,000**
Replace Well 9	
Replacement Lift Station Pumps	**$165,000**
Replacement Lift Station Pumps	
Replacements F-250 trucks with utility bodies	**$65,000**
Replacements F-250 trucks with utility bodies	
SCADA Pratt WTP	**$800,000**
Professional engineering services (i.e., design, bidding and construction services) related to the upgrade of the Supervisory Control and Data Acquisition (SCADA) system (an electronic control system that provides greatly improved operational...	
Security Camera for Pratt WTP	**$75,000**
Security Camera for Pratt WTP	
Transmission System Capacity Improvement WW-1-1 (Canal L-9 from Ida Way to Kirk Rd.)	**$1,250,000**
Transmission System Capacity Improvement WW-1-1 (Canal L-9 from Ida Way to Kirk Rd.)	
Vac Station Pump/Panel Upgrades #2	**$500,000**
Vac Station Pump/Panel Upgrades #2	

Water & Sewer Capital Projects (Cont'd)

Water Main Capacity Imp. (Mil Tr btwn Canal L-11 to Bowman)	**$1,200,000**
Water Main Capacity Imp. (Mil Tr btwn Canal L-11 to Bowman)	
Water Main FL Mango (10th Ave to Edgewtr)/PBC Phase #2	**$2,392,000**
Professional engineering services (i.e., design, bidding, and construction services) related to the proposed utility relocations along Florida Mango Road, from 10th Avenue North to Edgewater Drive. Over the past year, Village staff has been...	
Water Supply - Well Rehabilitation - Well No. 19 (Eastern/Main Wellfield)	**$80,000**
Water Supply - Well Rehabilitation - Well No. 19 (Eastern/Main Wellfield)	
Well #9 Replacement	**$450,000**
This Utilities Department Project is due to Well No. 9 being constructed in 1977 and the wellhead equipment is heavily corroded. A new well will be redrilled in place, new casing set, and piping, controls, fence, and concrete maintenance pad will...	
	Total: $14,674,340

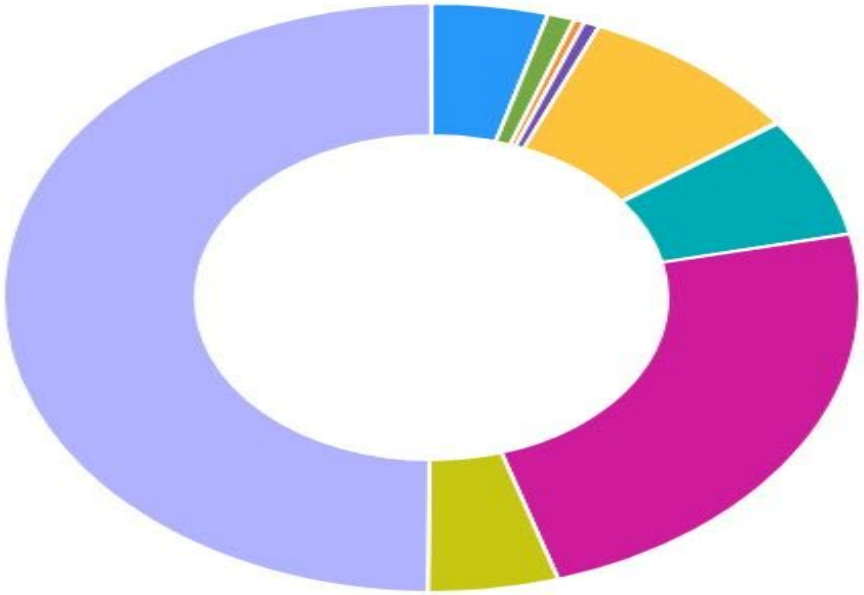
Five-Year Capital General Fund Capital Projects

Total Capital Requested

$118,564,877

160 Capital Improvement Projects

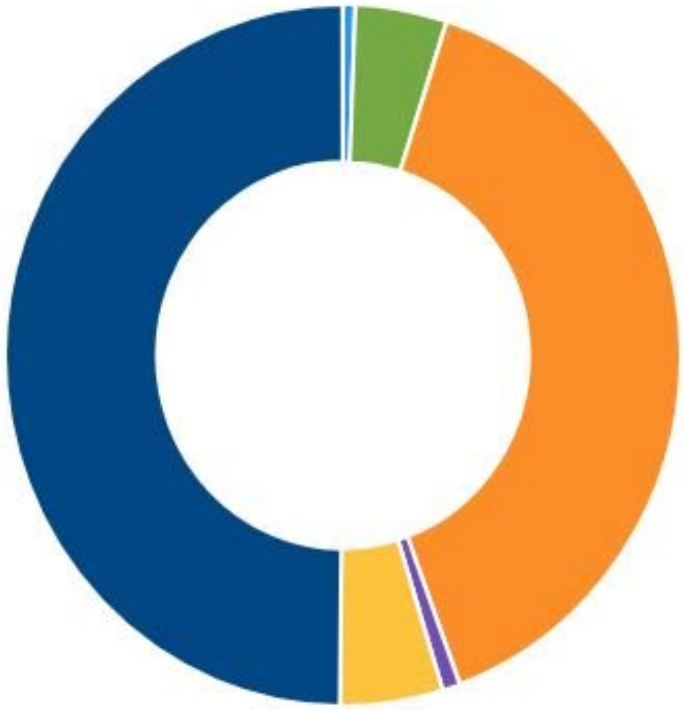
Capital Costs By Department All Years



CRA (4%)	$5,202,918.00
General Government Admin. (1%)	$1,200,000.00
Information Technology (0%)	$485,000.00
Library (1%)	$688,968.00
Parks & Recreation (8%)	$10,055,000.00
Planning, Zoning & Building (0%)	$110,000.00
Police (7%)	$7,785,810.00
Public Works (24%)	$28,095,000.00
Stormwater Utility (5%)	$5,830,000.00
Water & Sewer O & M (50%)	$59,112,180.90
TOTAL	**$118,564,876.90**

Five-Year Capital General Fund Capital Projects

Funding Source



CDBG Grant Funding (1%)	$700,000.00
CRA Fund (4%)	$5,202,918.00
General Fund (39%)	$46,719,778.00
One Cent Sales Tax (1%)	$1,000,000.00
Stormwater Fund (5%)	$5,830,000.00
Water & Sewer Fund (50%)	$59,112,180.90
TOTAL	**$118,564,876.90**

Questions

VILLAGE COUNCIL REGULAR MEETING MINUTES,
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA
JULY 24, 2025 AT 6:30 PM

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to order at 6:32 PM.

ROLL CALL

Present: Mayor Bev Smith, Mayor Pro Tem Gary Ready, and Council Member Patti

Waller Absent: Vice Mayor Kim Schmitz

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, Public Works Director Felipe Lofaso, Assistant Public Works Director Timothy Crespo, Assistant Parks and Recreation Director Lauren Bennett, and Finance Director Mara Frederiksen.

INVOCATION

The Village Manager, Michael Bornstein, led in the invocation.

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

Village Manager Bornstein noted there were no additions, deletions, or modifications to the Agenda.

Council Member Waller made a motion to approve the Agenda as presented; Mayor Pro Tem Ready seconded the motion. The said motion carried 3-0.

CONSENT AGENDA

1. **Approve July 10, 2025, Village Council Meeting Minutes: Motion to approve July 10, 2025, Village Council Regular Meeting Minutes.**
   Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Mayor Smith offered the public an opportunity to speak on the Consent Agenda. There were none.

PRESENTATIONS

Mayor Smith introduced Mrs. Eryn Russell, from the Florida League of Cities. Mrs. Russell read a resolution into the record for Council Members Waller and Brinkman. At this point, Mayor Smith mentioned Council Member Brinkman's resignation announcement on July 23, 2025. The Mayor then presented a proclamation from the Village to her. Council Members Waller and Brinkman gave comments about their recognition from the Florida League of Cities. They expressed their gratitude for the award.

2. **Mayor John Land Award Years of Service Award: Eryn Russell from the Florida League of Cities (FLC) is recognizing Council Member Patti Waller and Council Member Joni Brinkman for 26 years of service on the Village of Palm Springs Council.**
Staff: Kimberly Wynn, Village Clerk

Council Members Brinkman and Waller were presented with Mayor John Land's service award. Eryn Russell read their Resolution into the record and presented it. Then the Village recognized her.

Waller thanked the Village of Palm Springs for giving her something to do. Ms. Brinkman discussed her tenure and some of her achievements.

Council Member Waller told a story of how she met Council Member Brinkman. Mayor Pro Tem Ready spoke about Council Member Brinkman winning an award as a statewide planner. Mayor Smith thanked her for her expertise with the rezoning change. Village Manager Bornstein thanked her for continued "ground-level" interaction with the community.

3. **Florida Water Professionals Month Proclamation - August 2025: A proclamation to recognize the month of August 2025 as Florida Water Professionals Month.**
Staff: Andrea Medero, Records Clerk

Mayor Smith read the proclamation into the record and presented it to Dr. Johnson and Mr. Ward.

PUBLIC COMMENT

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

REGULAR AGENDA

None

PUBLIC HEARINGS

4. **Resolution No. 2025-44 - FY 2026 Preliminary Millage Rates - Operating, Debt Service & CRA Tax Increment Financing (TIF): Motion to approve Resolution No. 2025-44; to certify the Village's taxable values for the upcoming fiscal year (FY 25-**

26) as well as other related financial information. The proposed millage rate is 3.50 with a rollback rate of 3.6754. The proposed millage of 3.50 is 1.05% less than the rolled back rate.
Staff: Mara Frederiksen, Finance Director

SUMMARY: The Village received Form DR-420, Certification of Taxable Value, and Form DR-420 Debt, Certification of Voted Debt Millage, from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 25-26) as well as other related financial information:

The gross taxable value of all properties within the Village for FY 2026 is $2,215,687,263, representing an increase in taxable value of $143,977,695 over FY 2024-2025. The calculated rolled-back rate is $3.6754 per 1,000 taxable values. The Village's proposed FY 2026 operating millage for the General Fund is $3.50 per $1,000 of the taxable value, or a decrease of 1.05% below the rolled-back rate. At 100% collection, the expected operating millage is to generate $8,016,670 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the projected revenue expected is
$7,696,003.

The taxable value of debt service is $2,290,477,231. The proposed millage rate required to pay the general obligation debt for FY 2025 is $0.1922 per $1,000 of the taxable value. That is a decrease of 0.0199 from FY 24/25.

The combined proposed millage rates for FY 2025 (3.5000 operating + 0.1922 debt = 3.6922 total mills) are 0.0199 mills lower than the combined approved millage rates for FY 24/25 (3.5000 operating 0.2121 debt = 3.7121 total mills).

The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for FY 2026 is $243,471,821. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate – a proposed $3.50 per $ 1,000 of taxable value. At a 100% collection rate, the total increment/revenue expected to be generated is $ 904,299.66. However, the Village budgets a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is $859,084.67.

As a result, the proposed Resolution establishes the tentative millage rates for Fiscal Year 25/26. The Village Council is requested to establish the final millage rates in September 2025.

Ms. Frederiksen presented Resolution No. 2025-44. The Village Attorney, Mrs. Goddeau, read the title of the caption on the record.

Council Member Waller made a motion to approve Resolution No. 2025-44; Mayor Pro Tem Ready seconded the motion. The said motion carried 3-0.

Fiscal Impact: Establishes preliminary operating millage rate and debt service millage rates for the proposed budget for the fiscal year 2025-2026.

Note: The rollback rate is normally calculated on the current year's adjusted taxable value. However, that amount is now lowered by the value of the TIF transferred to the CRA, which produces a lower adjusted value and therefore requires a higher millage rate to produce the same revenue as the prior year. This occurred last year in 2024-2025 as well.

5. **Resolution No. 2025-46 - Final Garbage Non-Ad-Valorem Assessment Rates - FY 25/26: Motion for the approval of Resolution No. 2025-46; adopting the final 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. The projected total annual revenue that the Village would assess is expected to be $1,739,585 for 7,367 parcels.**
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village Council adopted Resolution No. 2024-36, setting the preliminary Non-Ad- Valorem assessment rates for the FY24-25 budget. As a result, Resolution No. 2025-46 proposes to set the final Non-Ad-Valorem assessment roll rates to provide a uniform method for collecting this assessment for garbage, trash, and recyclables collection services in the Village on the Palm Beach County Tax Notices.

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

The proposed rates for Fiscal Year 2024-2025 will be as follows:

Single Family Homes	$ 225
Multifamily Homes	$ 140
Mobile Homes	$ 140

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

The projected total annual revenue that the Village would assess is expected to be $1,739,585 for 7,367 parcels.

Fiscal Impact: The projected total annual revenue that the Village would assess is expected to be $1,670,001.60 (which is at a 96% collection rate), $1,739,585.

Mr. Lofaso presented Resolution No. 2025-46. He explained that rates would remain the same. Several Public Works employees were attending the Florida Association of Code Enforcement (FACE) courses to assist with citing violations with garbage pickup around the Village. Public Works is also looking into having a more active recycling component. More training for residents and staff would be involved. Staff will have more engagement with condo and homeowner associations (HOAs).

Mayor Smith offered the public and Council an opportunity to speak on Resolution No. 2025- 46.

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

Council Member Waller made a motion to approve Resolution No. 2025-46; Mayor Pro Tem Ready seconded the motion. The said motion carried 3-0.

6. **Resolution No. 2025-45 - Final Stormwater Non Ad-Valorem Assessment Rates - FY 2025: Motion for the approval of Resolution No. 2025-45, to approve the final Ad-Valorem assessment rates for FY 25-26 for stormwater management assessments for each parcel within the area benefited, other than the non-assessed property. The final tax roll for FY 25/26 is $549,972 based on 7,785 parcels.**
Staff: Kimberly Wynn, Village Clerk

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

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

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

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

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

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

Mr. Lofaso presented Resolution No. 2025-45. Mayor Smith offered the public and the Council an opportunity to speak. Council discussed a possible assessment of flood areas in the Village.

Mayor Pro Tem Ready made a motion to approve Resolution No. 2025-45; Council Member Waller seconded the motion. The said motion carried 3-0.

ACTIONS AND REPORTS

There were no Actions or Reports.

VILLAGE MANAGER COMMENTS

The Village Manager, Mr. Bornstein, announced the resignation of Council Member Brinkman. He stated that the Village would begin advertising and accepting applications immediately. They would like to have a Special Meeting in August to make the appointment.

VILLAGE COUNCIL COMMENTS

The Council thanked staff and Finance for the budget. They like the new look with a few modifications to the page layout. They also wished Mrs. Brinkman well and invited her back to visit.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:12 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **July 24, 2025**. The minutes were formally approved and adopted by the Village Council on **August 21, 2025.**

Kimberly M. Wynn,
Village Clerk

NEXT REGULAR MEETING:
THURSDAY, AUGUST 21, 2025, AT 6:30 PM.
(IMMEDIATELY FOLLOWING THE SPECIAL COUNCIL MEETING)

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Administration

ITEM #3: Approval of TPA - Council Member Appointment

SUMMARY: The Transportation Planning Agency (TPA) Board is responsible for transportation planning in Palm Beach County, Florida.

As a result of Council Member Joni Brinkman's resignation, a vacancy on the TPA Board was created. Mayor Bev Smith has volunteered to fill this position.

The Council is requested to approve the appointment of Mayor Bev Smith to the TPA Board.

FISCAL IMPACT:
The proposed appointment does not have a fiscal impact to the Village.

ATTACHMENTS:
None

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Administration

ITEM #4: Appointments to the General Employee's Pension Board

SUMMARY: Mayor Smith resigned from the General Employees Pension Board effective August 6, 2025, leaving a vacancy for a Council Member on the pension board. Assistant Village Manager Kimberly Glas-Castro resigned from the General Pension Board effective August 11, 2025, leaving a vacancy for the Village Manager designee position on the pension board.
Mayor Pro Tem Gary Ready and Finance Director Mara Fredericksen have expressed an interest in filling the two vacant seats. If appointed, Mayor Pro Tem Ready will serve at the pleasure of the Council in an ex officio capacity. Ms. Frederiksen will serve as the Village Manager's designee at the pleasure of the Manager.

If approved, the General Employees Pension Board will have one (1) vacancy for a Resident Member.

FISCAL IMPACT:
No fiscal impact.

ATTACHMENTS:
None

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Administration

ITEM #5: Approval of the Village Attorney Agreement - Torcivia, Donlon, Goddeau & Rubin, P. A.

SUMMARY: Torcivia, Donlon, Goddeau & Rubin, P.A., has provided professional legal services to the Village since November 2007. Mr. Torcivia, Ms. Goddeau, and staff have developed a good working relationship with the Village, which has resulted in positive legal solutions/outcomes for the Village.

The scope of work provided varies and includes, but is not limited to:

- Growth management/annexation advice
- Review of the Village's resolutions, ordinances, contracts, etc., for legal form and sufficiency
- Provide legal opinions/interpretations.
- Labor and employment counsel
- General litigation representation
- Attendance at all Village Council meetings, Code Enforcement Special Magistrate Hearings, and Planning & Zoning Board meetings

Ms. Goddeau is requesting to renew the expiring agreement (September 30, 2025) with the following proposed amendments:

- A new term that would expire **on September 30**, 2028
- An approximate 2% increase in compensation for attorneys ($250 per hour), with an annual increase of $5 per hour beginning October 1, 2026.

FISCAL IMPACT:

Funds to support legal services from Torcivia, Donlon, Goodeau & Rubin, P.A. are within FY 2026 General Budget.

ATTACHMENTS:

1. Proposed Legal Services Agreement 2025-2028
2. Expiring Legal Services Agreement 2023-2025

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is entered on _____ day of _____, 2025, by and between the **VILLAGE OF PALM SPRINGS**, a Florida municipal corporation ("Village") and **TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.**, a corporation authorized to do business in the State of Florida ("Firm").

RECITALS

WHEREAS, the Firm has served as Village Attorney since November 8, 2007; and

WHEREAS, the parties have decided to update and restate their Legal Services Agreement; and

WHEREAS, the Village Council finds entering this Agreement serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Firm agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: FIRM'S SERVICES. The Firm shall be the Village Attorney and shall provide the Village with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Village Council or Village Manager, including:

a. To attend all regularly scheduled meetings of the Village Council, Village CRA, Code Enforcement, Planning and Zoning Board, and any specially called meetings of the Village Council or Village Boards as requested by the Mayor, Village Council, or Village Manager; and

b. To meet with the Village Manager, the Village Clerk, and other Department Directors and staff members on a regular basis, or otherwise upon reasonable notices as agreed upon by the Attorney and Village Manager; and

c. To be available upon call, at all reasonable times, to communicate with the Village Manager, Department Directors, and Staff regarding legal matters; and

d. To prepare or review all Resolutions, Ordinances, Charter amendments, Referenda, and Contracts, and review all Council Agenda Items for legal form and sufficiency; and

e. To give legal opinions and interpretations as requested. All requests for legal opinions, preparation of Resolutions, Ordinances, and other items shall be directed to the Attorney from the Mayor, Village Council, Village Manager, or Department Directors (by approval of the Village Manager); and

f. To undertake representation of the Village in matters of general litigation upon the request of, and authorization by, the Village Council or the Village Manager in accordance with the Village of Palm Springs Charter and Code of Ordinances; and

g. To represent the Village at Administrative and Judicial Hearings, at depositions, mediations, and settlement conferences; and

h. To prosecute all code enforcement actions; and,

i. To participate in the drafting of the redrafting of the Village Charter and Code of Ordinances, as agreed to by the Village.

SECTION 3: TERM AND TERMINATION.

a. Term. The term of this Agreement shall commence October 1, 2025 and shall continue until September 30, 2028, unless extended by the Village Council or until such time as this Agreement is terminated as stated herein.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Firm of such occurrence and either the Village or Firm may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Firm for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

a. Compensation. The Village agrees to compensate the Firm at the rate of **$250.00** per hour starting October 1, 2025 for services performed by the Firm's attorneys with a $5 per hour annual increase (each October 1st commencing October 1, 2026) and $95.00 per hour for the Firm's legal assistant's preparation of documents or other services which exceed thirty (30) minutes of time. Time shall be invoiced in increments of 0.10 hours.

b. Alternative Fee Recovery. Should anyone other than the Village be required to pay the Firm's attorney's fees, the hourly rate for attorney's fees will be the greater of the amount charged the Village and the amount to be determined by the Court.

c. Reimbursements. The Village will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long-distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

i. In-house photocopying will be paid at the rate of twenty-five cents (.25) per page (with each invoice specifying the number of copies for which reimbursement is sought).

ii. The Village will not pay for local facsimile transmissions.

iii. Any travel, per diem, mileage (IRS rate), or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statues.

iv. The Village does not pay for local travel (within Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.

v. For all disbursements, the Village requires copies of paid receipts, invoices, or other documentation acceptable to the Village Manager. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

d. Invoices. The Firm shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation.

SECTION 5: INDEMNIFICATION. The Firm, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the Firm, its officers, directors, employees, representatives and agents employed or utilized by the Firm in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence. 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 the Firm, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 7: PERSONNEL. The Firm represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Firm or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 8: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives, or agents performing services for Firm pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 9: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Village's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Firm. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

Type of Coverage	**Amount of Coverage**
Professional liability/ Errors and Omissions	$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Firm, personal injury)	$1,000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$1,000,000 single limits
Worker's Compensation	$statutory limits

The certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

SECTION 11: SUCCESSORS AND ASSIGNS. The Village and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 12: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement, or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal

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

SECTION 13: 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 THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Firm shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Firm's place of business. In no circumstances will Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Firm 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, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: PUBLIC ENTITY CRIMES. Firm 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 Firm will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of Palm Springs
Attn: Michael Bornstein, Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Firm, shall be sent to:

Torcivia, Donlon, Goddeau & Rubin, P.A.
Attn: Christy Goddeau, Esquire
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Village and the Firm agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Firm fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Firm to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 25: SURVIVABILITY. 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.

SECTION 26: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding

upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 27: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the FIRM acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The FIRM has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 28: PUBLIC RECORDS. The Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

a. Keep and maintain public records required by the Village to perform the service.

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the Village.

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

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE VILLAGE OF PALM SPRINGS, ATTN: VILLAGE CLERK, AT (561) 584-8200 ext. 8431, KWYNN@VPSFL.ORG, 226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461.

SECTION 29: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 30: SCRUTINIZED COMPANIES, E-VERIFY AND HUMAN TRAFFICKING.

a. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Firm certifies that it is not participating in a boycott of Israel. The Village and Firm agree that the Village will have the right to terminate this Agreement if the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

b. The Firm shall comply with the E-Verify requirements of section 448.095, Florida Statutes, to the extent applicable.

c. By signing this Agreement as set forth below, the Firm's authorized representative attests that Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Legal Services Agreement as of the day and year set forth above.

VILLAGE OF PALM SPRINGS

ATTEST:

By: _____
Bev Smith, Mayor

_____
Kimberly Wynn, Village Clerk

TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.

[Corporate Seal]

By: _____
Christy Goddeau, Esq.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of __ physical presence on this ____ day of _____, 2025, by Christy Goddeau of Torcivia, Donlon, Goddeau & Rubin, P.A., a corporation authorized to do business in the State of Florida, who is personally known to me, and who did swear or affirm under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that she is duly authorized to execute the foregoing instrument and bind the Firm to the same.

Notary Seal:

_____
Notary Public Signature

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is entered on 17th day of August, 2023, by and between the **VILLAGE OF PALM SPRINGS**, a Florida municipal corporation ("Village") and **TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.**, a corporation authorized to do business in the State of Florida ("Firm").

RECITALS

WHEREAS, the Firm has served as Village attorney since November 8, 2007;

WHEREAS, the parties have decided to update and restate their Legal Services Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Firm agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: FIRM'S SERVICES. The Firm shall be the Village Attorney and shall provide the Village with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Village Council or Village Manager, including:

a. To attend all regularly scheduled meetings of the Village Council, Code Enforcement Magistrate, Land Development Board, and any specially called meetings of the Village Council or Village Boards as requested by the Mayor, Village Council, or Village Manager; and

b. To meet with the Village Manager, the Village Clerk and other Department Directors and staff members on a regular basis, or otherwise upon reasonable notices as agreed upon by the Attorney and Village Manager; and

c. To be available upon call, at all reasonable times, to communicate with the Village Manager, Department Directors, and Staff regarding legal matters; and

d. To prepare or review all Resolutions, Ordinances, Charter amendments, Referenda, and Contracts, and review all Council Agenda Items for legal form and sufficiency; and

e. To give legal opinions and interpretations as requested. All requests for legal opinions, preparation of Resolutions, Ordinances, and other items shall be directed to the Attorney from the Mayor, Village Council, Village Manager, or Department Directors (by approval of the Village Manager); and

f. To undertake representation of the Village in matters of general litigation upon the request of, and authorization by, the Village Council or the Village Manager in accordance with the Village of Palm Springs Charter and Code of Ordinances; and

g. To represent the Village at Administrative and Judicial Hearings, at depositions, mediations, and settlement conferences; and

h. To prosecute all code enforcement actions; and

i. To participate in the drafting of the redrafting of the Village Charter and Code of Ordinances, as agreed to by the Village.

SECTION 3: TERM AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Village Council and shall continue until September 30, 2025, unless extended by the Village Council or until such time as this Agreement is terminated as stated herein.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Firm of such occurrence and either the Village or Firm may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Firm for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

a. Compensation. The Village agrees to compensate the Firm at the rate of $235.00 per hour starting October 1, 2023 for services performed by the Firm's attorneys with a $5 per hour annual increase (each October 1st commencing October 1, 2024) and $95.00 per hour for the Firm's legal assistant's preparation of documents or other services which exceed thirty (30) minutes of time. Time shall be invoiced in increments of 0.10 hours.

b. Alternative Fee Recovery. Should anyone other than the Village be required to pay attorney's fees, the hourly rate for attorney's fees will be the greater of the amount charged the Village and the amount to be determined by the Court.

c. Reimbursements. The Village will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long-distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

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ii. The Village will not pay for local facsimile transmissions.

iii. Any travel, per diem, mileage (IRS rate), or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statues.

iv. The Village does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.

v. For all disbursements, the Village requires copies of paid receipts, invoices, or other documentation acceptable to the Village Manager. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

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SECTION 8: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives, or agents performing services for Firm pursuant to this Agreement shall

have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 9: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Village's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Firm. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

Type of Coverage	**Amount of Coverage**
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Automobile (owned, non-owned, & hired)	$1,000,000 single limits
Worker's Compensation	$statutory limits

The certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

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SECTION 12: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement, or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by

any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 13: 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 THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Firm shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Firm's place of business. In no circumstances will Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Firm 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, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: PUBLIC ENTITY CRIMES. Firm 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 Firm will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of Palm Springs
Attn: Michael Bornstein, Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Firm, shall be sent to:

Torcivia, Donlon, Goddeau & Rubin, P.A.
Attn: Glen J. Torcivia, Esquire
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Village and the Firm agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Firm fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Firm to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 25: SURVIVABILITY. 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.

SECTION 26: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 27: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the FIRM acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The FIRM has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 28: PUBLIC RECORDS. The Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

a. Keep and maintain public records required by the Village to perform the service.

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the Village.

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

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE VILLAGE OF PALM SPRINGS, ATTN: VILLAGE CLERK, AT (561) 584-8200 ext. 8431, KWYNN@VPSFL.ORG, 226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461.

SECTION 29: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 30: SCRUTINIZED COMPANIES.

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

or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

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

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

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

e. The Firm agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the Firm shall immediately notify the Village of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF, the parties hereto have made and executed this Legal Services Agreement as of the day and year set forth above.

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

ATTEST:

_____
Kimberly Wynn, Village Clerk

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.

[Corporate Seal]

By: _____
Glen J. Torcivia, Esq.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Finance

ITEM #6: Acquisition of Real Property Located At 242 Cypress Lane

SUMMARY: The Village has expressed an interest in procuring real property located at 242 Cypress Lane (PCN 70-43-44-18-37-060-0081). Kathleen and Jeffrey Nelson, on behalf of their mother/mother-in-law, Ms. Margaret Murphy, owner, have agreed to the terms and price for the purchase of the property. The objective is to acquire the site for municipal use.

The staff are seeking the Village Council's authorization to proceed with the purchase of the property at the negotiated price of $645,000 + $120,000 contingency for any demolition, clearing, and sodding or costs that occur related to the property and the portion of Cypress Lane in front of the Police Department building. The Village Attorney and the Village Manager have evaluated the terms of the agreement.

Note: The Village Manager authorized Phase 1 and asbestos assessments to be conducted at a price of $7,885.

Note: The property was appraised at $665,000 in January 2024.

Budget Amendment to allocate funds from various departments in the amount of $765,000 to cover the expense.

FISCAL IMPACT:
The purchase price of $645,000 and $120,000 is covered through a budget transfer from various departments, including Council Contingency, General Government, and Public Works.

ATTACHMENTS:
1. Resolution No. 2025-53 Purchase Property - 242 Cypress Lane
2. Residential Contract For Sale and Purchase - 242 Cypress Lane
3. Budget Summary AD FY25
4. Budget Transfer 2024-2025

RESOLUTION NO. 2025-53

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE CONTRACT FOR PURCHASE OF THE REAL PROPERTY GENRALLY LOCATED AT 242 CYPRESS LANE, PALM SPRINGS, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village desires to purchase the real property generally located at 242 Cypress Lane, Palm Springs, Florida (Parcel Control Number: 70-43-44-18-37-060-0081) ("Property"), which Property is currently owned by Kathleen and Jeffrey Nelson on behalf of their mother/mother-in-law, Margaret Murphy, owner ("Property Owners"); and

WHEREAS, the Village Manager negotiated a price of Six Hundred Forty-Five Thousand ($645,000.00) for the purchase of the property located at 242 Cypress Lane; and

WHEREAS, the Village Manager also request an additional $120,000 contingency for any demolition, clearing, sodding a price for a total of Seven Hundred Sixty-Five Thousand ($765,000); and

WHEREAS, the Village's Purchasing Code (within the Village's Code of Ordinances) authorizes the Village to purchase real property (land) under Section 58-4 of the Purchasing Code so long as funding for the purchase is available and the Village Council approves the purchase; and

WHEREAS, the Village currently has the funding available in the Village budget to make the purchase of the Property; and

WHEREAS, under Section 58-7 of the Purchasing Code, the purchase of the Property qualifies as a single-source purchase as there is currently no other real property available that is of the same size, directly adjacent to the Village Hall campus,

and satisfies the expansion and future goals and objectives of the Village; and

WHEREAS, as a result of the negotiations, the Village Manager and the Property Owner entered the attached contract for sale and purchase of the Property, which is attached as Exhibit “A” and incorporated herein (“Contract”), which Contract is conditioned upon Village Council approval; and

WHEREAS, the Village has not utilized any exemptions from section 119.07(1), Florida Statutes, during the process of obtaining and appraisal and negotiating the Contract and is adhering to the Village’s Purchasing Code authorizing the purchase of real property if budgeted and approved by Village Council; and

WHEREAS, the Village Council finds approving the Contract and acquiring the Property is in the best interests of the Village and serves a valid public purpose.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct statements and factual findings of the Village Council and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Village Council hereby approves the Contract for the purchase of the Property located at 242 Cypress Lane, Palm Springs, Florida, from the Property Owners.

Section 3. The Village Council hereby authorizes the Village Manager to execute all documents necessary to effectuate the purchase of the Property from the Church.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of August 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

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"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: Kathleen Nelson and Jeffrey Nelson ("Seller"), and Village of Palm Springs, Michael Bornstein, Village Manager ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 242 Cypress Lane, Palm Springs, 33461

(b) Located in: Palm Beach County, Florida. Property Tax ID #: 70-43-44-18-37-060-0081

(c) Real Property: The legal description is VILLAGE OF PALM SPRINGS PUBLICPLAZA S 100 FT OF W 140 FT OF TR B BLK 60

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): ..... **$** 645,000.00

(a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... $ 25,000.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Name: Thron Law PLLC
Address: 1615 Forum Place 4th Floor WPB 33401 Phone: 5613103265
E-mail: jen@thronlaw.com Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $_____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... _____

(d) Other: _____ ..... $_____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (see STANDARD S)..... $ 620,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before July 18, 2025, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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this Contract, the Closing shall occur on on or before October 15, 2025 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

* ☐ (c) Assumption of existing mortgage (see Rider D for terms).

* ☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

* (c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

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means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

* ☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

* ☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

* ☐ (iii) [**MIAMI-DADE/BROWARD REGIONAL PROVISION**]: Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed $_____ (if left blank, then $200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

* ☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

* ☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have*** 60 ***(if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

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(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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caused or prevented by a Force Majeure event. “Force Majeure” means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION**. If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network (“FinCEN”) Geographic Targeting Order (“GTO”), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS**.**

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood Ins
- ☐ I. RESERVED
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ CC. Miami-Dade County Special Taxing District Disclosure
- ☐ DD. Seasonal/Vacation Rentals
- ☐ EE. PACE Disclosure
- ☐ FF. Credit Related to Buyers Broker Compensation
- ☐ GG. Sellers Agreement with Respect to Buyers Broker Compensation
- ☐ Other: _____

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588 * **20. ADDITIONAL TERMS:** Thron Law PLLC will act as designated title and settlement agent, and closing attorney.
589 Buyer to pay for all closing costs related to the purchase. This contract is contingent upon approval by the Mayor
590 and the Village of Palm Springs Village Council at a public meeting as well as completion of a satisfactory Phase
591 1 Environmental and asbestos survey.
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606 **COUNTER-OFFER**

607 * ☐ Seller counters Buyer's offer.

608 **[The remainder of this page is intentionally left blank.**

609 **This Contract continues with line 610 on Page 13 of 13.]**

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Form Simplicity

Authentisign ID: C39EDB08-0B63-F011-8DCA-00224822F75A

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: Michael Bornstein Date: 07/17/25

Buyer: _____ Date: _____

Seller: Kathleen Nelson Date: 07/17/25

Seller: Jeffrey Nelson Date: 07/17/25

Buyer's address for purposes of notice
226 Cypress Lane
Palm Springs, FL 33461

Seller's address for purposes of notice
1640 W Oakland Park Blvd
Suite 402
Fort Lauderdale, FL 33311

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Cooperating Sales Associate, if any	**Listing Sales Associate**
Cooperating Broker, if any	**Listing Broker**

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PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2024 - 2025

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 13.5% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	**3.5000**	$6,969,944		$555,141				$7,525,085
Voted Debt Service Ad Valorem Tax	**0.2121**				$422,618			$422,618
Sales and Use Taxes		$3,101,441						$3,101,441
Utility Service Taxes		$3,507,467						$3,507,467
Local Business Taxes		$400,000						$400,000
Permits and Fees		$3,574,118						$3,574,118
Intergovernmental Revenues		$4,975,849		$1,000,000				$5,975,849
Charges for Services		$3,424,059				$24,628,872	$532,442	$28,585,373
Fines and Forfeitures		$296,200				$567,073		$863,273
Miscellaneous Revenues		$1,655,855		$19,500		$1,341,000	$60,000	$3,076,355
TOTAL SOURCES		**$27,904,933**	**$0**	**$1,574,641**	**$422,618**	**$26,536,945**	**$592,442**	**$57,031,579**
Transfers In		$6,393,660		$2,412,479		$423,937	$3,975,906	$13,205,982
Fund Balances/Reserves/Net Assets		$17,170,684	$7,519,341	$742,243		$11,863,345		$37,295,613
TOTAL REVENUES, TRANSFERS & BALANCES		**$51,469,277**	**$7,519,341**	**$4,729,363**	**$422,618**	**$38,824,227**	**$4,568,348**	**$107,533,174**

EXPENDITURES/EXPENSES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Legislative		$294,390						$294,390
Executive		$1,339,978						$1,339,978
Finance		$1,053,710						$1,053,710
Legal		$225,000						$225,000
Human Resources		$652,789						$652,789
Information Technology		$1,473,719						$1,473,719
General Government		$2,312,732						$2,312,732
Planning, Zoning & Building		$2,243,930						$2,243,930
Law Enforcement		$26,809,606						$26,809,606
Sanitation		$1,759,667						$1,759,667
Water and Sewer Utility						$35,918,567		$35,918,567
Stormwater Utility							$4,568,348	$4,568,348
Public Works		$6,763,095						$6,763,095
Community Redevelopment Agency				$4,729,363				$4,729,363
Economic Development								$0
Library		$1,131,154						$1,131,154
Parks and Recreation		$2,166,348						$2,166,348
Special Events		$250,950						$250,950
Debt Service					$422,618	$211,228		$633,846
TOTAL EXPENDITURES/EXPENSES		**$48,477,068**	**$0**	**$4,729,363**	**$422,618**	**$36,129,795**	**$4,568,348**	**$94,327,192**
Transfers Out		$2,992,209	$7,519,341			$2,694,432		$13,205,982
Fund Balances/Reserves/Net Assets								$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$51,469,277**	**$7,519,341**	**$4,729,363**	**$422,618**	**$38,824,227**	**$4,568,348**	**$107,533,174**

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2024-2025

Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01119-56100	General Government Land	1,060,458.00	765,000.00		1,825,458.00
01119-56200	General Government Buildings	225,000.00		175,000.00	50,000.00
01111-59900	Council Contingency	142,015.00		142,015.00	-
01441-56300	Public Works Improvement Other than Bldgs	3,274,094.00		447,985.00	2,826,109.00
	TOTAL	$ 4,701,567.00	$ 765,000.00	$ 765,000.00	$ 4,701,567.00

EXPLANATION:

Prepared by: _____ Date: _____

Approved by: _____ Date: _____

Finance Reviewed: _____ Date: _____

Approved by: _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by
Finance: _____ Date: _____

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Administration

ITEM #7: Approve Professional Services Agreement - Lobbying Services - Ronald L. Book, P.A.

SUMMARY: For the past two years, the Village has engaged a law firm that specializes in lobbying services to represent our interests in Tallahassee and place us in a better position for State discretionary funding. With the assistance of the team from Ronald L. Book, P.A., the Village was able to obtain a State appropriation of $1 million for the Congress Avenue Sanitary Sewer Force Main project in FY24 ($750,000 for 2nd Avenue North Stormwater Improvements was approved by the Legislature in FY25, but vetoed by the Governor).

Staff is recommending that the Village again engage Ronald L. Book, P.A., who has an office in Tallahassee (Florida) and Hollywood (Florida). They bring extensive experience in legislative representation as well as professional respect among legislators. Locally, they have represented the Village of Royal Palm Beach, Loxahatchee Groves, Palm Beach County, and numerous other South Florida cities.

The staff recommends that the Village Council approve the proposed Professional Services Agreement with Ronald L. Book, P.A., for State lobbying services.

FISCAL IMPACT:
The proposed Fiscal Year 2026 Village Council budget includes $50,000 for a lobbyist. The item is budgeted in account 01111-53100 for Fiscal Year 2026.

ATTACHMENTS:
1. Proposed Addendum - Professional Services Agreement - Ronald L. Book, PA
2. Proposed Letter Agreement - Ronald Book PA
3. Ronald L. Book, P.A. Overview

Ronald L. Book, P. A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

July 28, 2025

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

VIA EMAIL: mbornstein@vpsfl.org
kglascastro@vpsfl.org

Dear Mr. Manager,

Thank you again for the continued opportunity to represent the Village of Palm Springs and your legislative needs and priorities. We are excited to build on our role working and advocating for the Village and remain confident we will continue to provide meaningful and effective service as we work to accomplish your goals.

GENERAL TERMS

It is understood that the purpose of this engagement is for our firm to provide legislative and executive branch lobbying services for the Village of Palm Springs related to the needs and priorities of Village. This representation includes the state Legislature, Executive Branch, and all state agencies. The representation includes all traditional lobbying duties, including, but not limited to, the following:

- Drafting and preparing appropriations request applications and supporting documents
- Identifying legislative champions for said projects
- Testifying at committee hearings
- Preparing support materials as necessary
- Scheduling meetings for Village officials with House and Senate members, staff, and agency officials
- Providing written reports regularly throughout the legislative session and committee weeks
- Identifying grant opportunities and providing assistance with applications.
- Providing information, advice, and assistance on any substantive legislative matters that may impact the Village.
- Appearing before the Village as necessary to provide updates and reports and generally be available for Village-related teleconferences and meetings.

Should any collateral materials or presentations be needed, you agree to provide such. You also agree to fully educate us on all aspects of Village issues and priorities thus allowing us to be effective and aggressive in our representation. It is understood that it may be necessary for you to attend legislative committee hearings, and meetings with legislators, legislative staff, and executive branch officials and staff, and you agree to make yourself available for said meetings with reasonable notice.

REPLY TO:
❒ 4000 Hollywood Boulevard, Suite 677-S - Telephone (305) 935-1866
❒ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

FEES

In exchange for this representation, you agree to compensate our firm with an annual retainer of $50.000.00, invoiced monthly, over 12-months, at a rate of $4,166.66. There will be no limitations on hours that need to be expended to accomplish your goals. We will invoice prorated travel costs with a not to exceed in the aggregate of $3,000.00, annually. It is understood that this agreement is effective upon execution and covers the 2026 Legislative Session, and include all remaining 2025 interim committee hearings and the Governor's review period for any approved appropriations projects.

Again, thank you for this opportunity. Assuming this meets with our mutual understanding, please sign, and return this agreement to our office at your earliest convenience.

Ronald L. Book	Michael Bornstein, Village Manager
Ronald L. Book, P.A.	Village of Palm Springs

VILLAGE OF PALM SPRINGS STANDARD ADDENDUM

This Village of Palm Springs Standard Addendum ("Addendum") is made as of the _____ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida Municipal Corporation ("Village") and **Ronald L. Book, P.A.**, a Florida Professional Association ("Firm").

In consideration of the mutual promises contained in this Addendum and contained within the Firm's Letter Agreement dated July 28, 2025, which is attached hereto as **Exhibit "A"** ("Agreement") (collectively, this Addendum and the Agreement are the "Contract" or the "Contract Documents"), the Village and Firm agree as follows:

SECTION 1 – PAYMENTS; TERM; TERMINATION

1.1 For the legislative and executive branch lobbying services, the Village shall pay the Firm the compensation amount as set forth in the Agreement.

1.2 Payments shall be made by the Village within forty-five (45) days of receipt of a proper monthly invoice from the Firm or the Village shall be subject to interest at the rate of 1% per month from thirty (30) days after the due date, in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes.

1.3 This Contract shall be in effect as of the date it is approved and executed by the Village. The Term of the Contract is for a period of one (1) year.

1.4 Either party may terminate this Contract by delivering a written notice to the other party a minimum of thirty (30) days prior to the date of termination. Termination in accordance with this paragraph shall be without cause or penalty.

1.5 Firm acknowledges and agrees that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated therewith in any fiscal year of the Village. Based upon the timeframes set forth in the Contract Documents, the Village agrees that it has the funding available for the current fiscal year (FY 2024-2025) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the Village's payment obligations as stated in the Contract Documents; however, the Village's future funding obligations as stated herein are all subject to the Village's annual budgeting and appropriation process. Firm understands and agrees that the Village's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the Village nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under the Contract Documents. In the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's payment obligations in the Contract Documents in any fiscal year after the current fiscal year, then the Village will notify Firm of such occurrence and either the Village or Firm may terminate the Contract Documents by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Firm for all services performed under the Contract Documents through the date of termination.

SECTION 2 – CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The agreement between the parties consists of the Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum will prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 3 –PUBLIC ENTITY CRIMES; PALM BEACH COUNTY IG; SCRUTINIZED COMPANIES, E-VERIFY, ANTI-HUMAN TRAFFICKING

3.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Firm certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

3.2 In accordance with Palm Beach County ordinance number 2011-009, this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

3.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Firm certifies that it is not participating in a boycott of Israel. Village and Firm agree that the Village will have the right to terminate the Contract Documents if Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

3.4 Pursuant to Section 448.095(2), Florida Statutes, if applicable, the Firm shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.

3.5 The Firm, by entering this Contract, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 4 – SOVEREIGN IMMUNITY; LAW, VENUE, REMEDIES; WAIVER OF JURY TRIAL; ENFORCEMENT COSTS; INDEMNIFICATION

4.1 Nothing contained in any of the Contract Documents shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in Section 768.28, Florida Statutes, as amended from time to time.

4.2 The Contract shall be governed by the laws of the State of Florida. The Firm represents that it is authorized to do business in the State of Florida and covenants that it will continue to be authorized through the completion of this Contract. Venue for any and all legal action necessary to enforce this Contract will be held exclusively in Palm Beach County, Florida. 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.

4.3 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.

4.4 If any legal action or other proceeding is brought for the enforcement of the Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

SECTION 5 – SURVIVABILITY; SEVERABILITY; PREPARATION; WAIVER

Any provision of the Contract which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract shall survive its expiration or earlier termination. If any term or provision of the Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision shall be deemed valid and enforceable to the extent permitted by law. The Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 6 –SUCCESSOR AND ASSIGNS

The Village and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Contract. Except as set forth above, neither the Village nor the Firm shall assign, sublet, convey or transfer its interest in the Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Village which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Firm.

SECTION 7 – PUBLIC RECORDS

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

1. Keep and maintain public records required by the Village to perform the service.
2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Firm does not transfer the records to the Village.
4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Firm or keep and maintain public records required by the Village to perform the service. If the Firm transfers all public records to the Village upon completion of the Contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 8 – ACCESS AND AUDITS; TAXES

8.1 The Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Firm's place of business. In no circumstances will Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

8.2 The Village is exempt from payment of Florida State Sales and Use Tax. Firm shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Village, nor is Firm authorized to use the Village's Tax Exemption Number in securing such materials. Firm shall be responsible for payment of their own and their share of its employees' payroll, payroll taxes, and benefits with respect to the Contract.

SECTION 9 – INSURANCE

9.1 Coverage Limits. During the term of this Agreement, Firm shall maintain the following insurance coverage in at least the following amounts:

1. Workers' Compensation consistent with requirements and limits set under Ch. 440, Florida Statutes.
2. Commercial General Liability coverage (including products and completed operations blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars ($1,000,000) per occurrence for bodily injury/property damage and one million dollars ($4,000,000) for personal injury and products/completed operations.
3. Business Automobile Liability coverage (covering the use of all owned, non-owned and hired vehicles) with minimum limits (combined single limit) of one million dollars ($1,000,000) for bodily injury and property damage.

9.2 Policy Requirements. Firm's policies shall be primary and any insurance maintained by the Village is excess and non-contributory. Promptly upon Village's written request for same, the Firm shall provide or cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Contract are maintained in force and effect.

SECTION 10 – ENTIRETY OF CONTRACTUAL AGREEMENT

The Village and Firm agree that the Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 11 - COUNTERPARTS

This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this document by digital or electronic means and shall treat the same as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS

ATTEST:

By:_____ By:_____
Kim Wynn, Village Clerk Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
Christy Goddeau, Village Attorney

FIRM: **RONALD L. BOOK, P.A.**

By: _____
Signature of Authorized Representative

[Corporate Seal, if required]

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 _____ of Ronald L. Book, P.A., a professional association 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 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 Firm to the same.

Notary Seal:

_____
Notary Public Signature

Exhibit "A"
Letter Agreement (dated July 28, 2025)
Two (2) Pages total

Ronald L. Book, P. A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

FIRM OVERVIEW AND PROFESSIONALS

Thank you for the opportunity to share some information about who we are at Ronald L. Book, P.A.

Our firm is considered one of the premier lobbying firms in the state, with unparalleled experience in the appropriations process. The firm is consistently ranked in the top five Tallahassee lobbying firms among various media sources and others who follow Tallahassee politics and has been named the number one appropriations firm in Florida for several years. Established in 1987, the firm has a long history representing Fortune 500 companies, sports teams and sports facilities, government entities like cities and counties, hospitals and health care entities, professional associations and not-for-profit groups. Our law firm works exclusively in the government affairs arena, specializing in legislative and executive advocacy, strategic planning and general government consulting. We are proud to be involved in the legislative process 365 days-a-year. We are a bipartisan firm that enjoys extensive bipartisan relationships with legislature and executive branch, allowing us to be effective in today's political climate. We are one of the few statewide firms with a robust local government practice, and we are well known throughout Florida's congressional delegation.

Ronald L. Book, P.A. offers a powerful combination of talent and experience with a proven track record before the legislative and executive branches of government. The firm's contact base extends throughout state government and includes legislative leadership, legislative staff, and executive branch officials. We provide hands-on monitoring, intelligence and oversight of government activity coupled with a highly professional, performance-oriented approach for meeting client goals and objectives. We work closely with our clients to develop a concise and focused agenda with strategies designed to exceed client expectations.

The firm boasts a virtually flawless record of success attaining clients' goals, which range from legal counseling on corporate and private matters to persuading lawmakers to support or oppose various programs and causes. Professional skill is complemented by responsive, personal service as evidenced by the fact that the vast majority of clients have retained the firm's services for many years. Operating full-time offices in Aventura and Tallahassee affords the firm's professionals close proximity to clients and legislators, providing access to, and visibility amongst, key decision-makers. The result for our clients is maximum accessibility.

The firm's mission is to provide a full range of government relations services to our clients – "anything and everything government." We utilize our knowledge of the legislative process and our relationships with the "players" in the process to assist clients by representing their interests and advocating their legislative agendas – be it a change in substantive law, a grant opportunity, an executive order or a complex budget formula, trust fund or line item.

At Ronald L. Book, P.A., we have a simple firm philosophy– "It **CAN** be done." We rely on that philosophy to approach any endeavor, and it has helped us be successful, even in difficult circumstances. We treat every issue – every amendment, every bill, and every budget request – as a priority, to ensure

REPLY TO:
❒ 4000 Hollywood Boulevard, Suite 677-S - Telephone (305) 935-1866
❒ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

that we are not approaching issues from a reactionary perspective, but a proactive one. Furthermore, we understand that the legislative process is not a process that begins and ends in the 60-day legislative session, but rather a year-round process that requires constant vigilance, commitment and dedication.

Finally, our firm understands that the best way to keep and maintain working relationships with Legislators and staff is to be honest, forthright and ethical in all activities. We are well respected throughout the Capitol for our business practices. We believe that relationships are easily enhanced when built on a foundation of honesty, understanding and mutual respect. We carry that philosophy into the Capitol every day, and it contributes to our success.

Simply put, each member of our firm has good relationships with the Florida Governor and Cabinet, state agencies, House and Senate members, both Democrat and Republican, and we count the new and future presiding officers and leaders in both chambers of the Legislature as friends.

There is one guarantee in government affairs and politics, and that is change – changes in leadership, changes in priorities and changes to the process are all commonplace in Tallahassee. For more than 30 years, Ronald L. Book, P.A. has remained a constant in Tallahassee politics, and our clients have looked to us for advice and counsel to navigate that sea of change. We provide effective solutions and achievement by offering our clients:

- Strategic planning with a proactive approach.
- Professional and experienced government relations consultants.
- Bipartisan contacts throughout Florida government.
- Dedication and determination to get the job done.

Attached please find some information on our firm's professionals.

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Ronald L. Book, Esq. | Founder, President and CEO
Mr. Book is President and Chief Executive Officer of Ronald L. Book, P.A. Since founding the firm in 1987, Ron has developed a client list that is a "who's who" of business and industry, local governments, health care and not-for-profit associations. His reputation as a hard worker, dedicated to his client's causes, has earned him a place in the upper echelon of Tallahassee power. Associates, clients and lawmakers describe Ron Book and his firm as committed, tenacious, knowledgeable and credible.

It is difficult to narrow Mr. Book's areas of expertise to a simple few. From sports and economic development to affordable housing to environmental remediation to social services, transportation, growth management, health care, seaports and aviation -- if it is an issue that you have read about, Mr. Book has been at the center of the debate, influencing the decisions of policymakers for the past 4 decades.

For more than 30 years, his firm has led the government affairs industry in Florida, specializing in the appropriations process, responsible for literally, billions in grants, programs and earmarks to various projects and causes. An innovator in local government representations, the firm counts dozens of cities, counties and government entities as clients. The result of his innovation in this practice area is that the firm's relationships and influence extend well beyond the halls of the state Capitol and deep into City and County governments, north to south and coast to coast. It is why the firm is one of the few that offers first tier state legislative representation along with a robust and extensive local government practice.

In his local practice, Ron specializes in land use and zoning, with a strong emphasis on large-scale, iconic developments, including major mixed-use developments, stadiums, arenas, automobile dealerships, convenience stores and many others. Additional local representations focus on procurement, purchasing and disaster debris management.

Ron's history in the Florida political process began in the 1970's, when he began working for the Florida Legislature. He later served as Special Counsel and head of Legislative Affairs for Florida Governor Bob Graham and later, as Director of the Administrative and Governmental Law Department for Miami-based Sparber, Shevin, Shapo, Heilbronner & Book, one of Florida's most influential law firms from 1977 to 1987. His knowledge of Florida politics and its players is rooted in his work in several statewide gubernatorial, cabinet level and referendum campaigns – from "Five for Florida's Future" in 1980 to the two campaigns that ultimately authorized gaming at Florida's pari-mutuel facilities in 2004 and 2008.

In addition to his work on lobbying matters, Ron also provides general consulting services for many businesses, in both long-established and growing industries, including navigating complex regulatory matters, business development and strategic planning. To provide this guidance, he draws on his vast network of relationships, which range from current and former elected officials at all levels of government as well as business leaders in a wide range of industries.

Dedicated to community causes, Ron has served on dozens of charitable boards, including the Mourning Family Foundation, Best Buddies and Joe DiMaggio Children's Hospital, to name a few. He also serves as Chairman of the Miami-Dade Homeless Trust, where he has been a member for more than 25 years, first appointed by Mayor Alex Penelas and subsequently reappointed numerous times. The Trust

administers a budget of over $66 million in funds and oversees Miami-Dade County's effort to end homelessness in the community. Under his leadership, the Trust has been recognized numerous times as a national best practice model, and was proud to host HUD Secretary Ben Carson, last year, when the Trust was among the first in the country to announce and end to Veteran's homelessness in our community.

In addition to his work at the Trust, Ron serves as Chairman of the Board for the Lauren's Kids Foundation, a not-for-profit entity he founded with his daughter, Florida State Senator Lauren Book. The Lauren's Kids Foundation is dedicated to ending childhood sexual abuse through education and awareness and helping survivors heal with guidance and support. The foundation educates adults and children about sexual abuse prevention through in-school curricula that is currently offered in over 90,000 classrooms nationwide. They also engage with the community through various awareness campaigns and speaking engagements around the country and the world.

Ron holds a Juris Doctorate degree from Tulane University and a B.A. in Political Science from Florida International University. He is a member in good standing of the Florida Bar. He is a registered lobbyist and a member of the Florida Association of Professional Lobbyists (FAPL).

Kelly C. Mallette | Senior Director of Government Affairs
Kelly oversees the firm's Capitol lobbying practice, including the overall development of strategy, approach and execution for the firm's extensive portfolio of clients.

Kelly's long experience in politics began decades ago, when, at the age of 19, she worked as an intern to one of Florida's most recognized lobbyists. Since then, she has grown into a powerful force in the Florida Capitol, providing lobbying services to a broad range of firm clients, including high-level business interests, hospitals, health care providers, professional associations and many others. Her experience as Senate aide to a former Appropriations subcommittee chair, provided her with unique insight into Florida's budget process, which has yielded hundreds of millions in funds for clients for everything from instructional materials, to complicated hospital formulas, to health care rate increases and other various grants and special appropriations.

A gifted writer and communicator, it is not unusual for a client to see Kelly's writing end up in official documents like substantive legislation, speeches and veto messages. She also helps oversee the firms political and fundraising efforts, advising clients on campaign financing, fundraising management and compliance.

Early in her career, Kelly served as policy advisor and speechwriter for the then Mayor of Miami. She draws on that experience to assist in managing the firm's local government consulting practice. She focuses her expertise on zoning and permitting in multiple jurisdictions, working to expedite approvals for a wide range of clients.

Active in Republican politics, Kelly is on the Miami-Dade County Republican Executive Committee, and is a former member of the Board of Directors of the Miami-Dade Republican Party where she served as Vice-Chair of the Finance Committee. She was named Republican of the Year for Miami-Dade County

in 2015. She has been a delegate at each of the last four Republican National Conventions and accepted an invitation to attend the 2016 Presidential inaugural events. Kelly also recently represented the firm on the host committee for Governor Ron DeSantis' inaugural celebration.

Once an elected official herself, Kelly served a 4-year term as a Commissioner in the Village of Biscayne Park, her hometown. She also served on the Miami-Dade County Safe Neighborhoods Parks Bonds Committee, overseeing millions in public funds approved for park projects in Miami-Dade County. She a member of the Florida Association of Professional Lobbyists (FAPL).

Rana G. Brown | Government Affairs Consultant

In 2008, Rana Brown joined Ronald L Book, P.A., with over 16 years of experience in government affairs. Ms. Brown is a Government Affairs Consultant for Ronald L. Book, P.A. She specializes in legislative procedure with emphasis on state and local government and various private sector interests. Ms. Brown provides executive direction services for the Florida Regional Councils' Association, a statewide organization. Her work with the Florida Regional Councils' provides her a depth of knowledge regarding local government, transportation, growth management and environmental issues. Prior to joining Ronald L. Book, P.A., Ms. Brown headed the Advocacy Department of the Greater Miami Chamber of Commerce where she restructured the Chamber's government affairs focus to address issues affecting the business community at the local, state and federal levels. Prior to her work at the Chamber, Ms. Brown held the position of Assistant Director of Intergovernmental Affairs within the office of the Mayor of Miami-Dade County, where she worked on behalf of the County before the state legislature, state agencies and executive branch. Ms. Brown's experience also includes nine years as staff in the Florida Senate, both in Tallahassee and Miami, several of which were in the office of the Senate President, and six years as a legislative assistant to a South Florida legislator. Ms. Brown holds a B.A. in History from Florida State University.

Gabriela Navarro | Associate Consultant

As the newest hire to Ronald L. Book, P.A., Gabriela Navarro brings her knowledge of the political process and unmatched work ethic to the firm. Her experience in various levels of Florida government is invaluable to clients from various industries. Due to that diverse experience, Gabriela will work with clients across the firm's portfolio while handling multiple matter sin front of the legislature.

Gabriela's political career began when she, as a college student, accepted an internship in one of Florida's most recognizable lobbying and public affairs firms. During her time there, she was promoted to an associate before the age of 22. Her duties included both lobbying and managing local and judicial campaigns. More recently, she served as the lead legislative aide to a state representative in the Miami-Dade Legislative Delegation. As a House aide, her duties included acting as a liaison to municipalities, elected officials, businesses, and community organizations in the district. She was also responsible for overseeing legislative efforts, including budget and substantive issues.

Recent Success

Below please find an overview of recent success on behalf o some of our clients, with an emphasis on our municipal clients.

2023 Legislative Session

- $580,000 for the City of Aventura 191st Street Drainage Project
- $500,000 for the Bal Harbour Village Jetty Elevation and Resiliency Project
- $774,000 for the Bal Harbour Village Stormwater System Improvements
- $370,000 for the Cooper City Hiatus Road Traffic Safety Improvement
- $450,000 for the Cooper City SW 49th Street Culvert Rehabilitation and Replacement Project
- $600,000 for the City of Coral Gables Citywide Bridge Repair Program
- $700,000 for the City of Coral Gables Force Main Replacement Program
- $500,000 for the City of Coral Gables Street Resurfacing Program
- $500,000 for the City of Coral Gables Venetian Structural and Surface Repair
- $500,000 for the City of Dania Beach SW 52 Street Stormwater Improvement Project
- $7,400,000 for the Village of Estero River Heights & Cranbrook Harbor Utility Expansion Project
- $100,000 for the City of Fort Lauderdale Community Court
- $251,500 for the City of Lauderdale Lakes Alzheimer's Care Center/Alzheimer Care Services Expansion
- $514,740 for the City of Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project
- $750,000 for the Town of Loxahatchee Groves Stormwater Systems Rehabilitation
- $300,000 for the City of Marco Island Canal and Chanel Aeration Pilot Study
- $600,000 for the City of Marco Island Generator Storage Building
- $212,500 for the City of Marco Island High Water Fire Suppression Vehicle
- $400,000 for the City of Marco Island San Marco Road Dead-End Canal Interconnect
- $250,000 for the City of Margate Northwest Focal Point Senior Center ADA Renovations and Services
- $600,000 for the City of Margate Stormwater Infrastructure Rehabilitation, Canal Embankment Restoration & Dredging
- $500,000 for the City of Miami Beach Resilient Seawalls Along Collins Avenue
- $350,000 for the City of Miramar Canal Improvements
- $300,000 for the City of Miramar Southcentral/Southeast Focal Point Senior Center
- $500,000 for the City of Miramar Digital Police Radio Replacement Phase I
- $150,000 for the North Bay Village Inlet Filters Phase 2
- $500,000 for the North Bay Village Inlet Wastewater Pump Station Phase 2
- $350,000 for the North Bay Village Sidewalk and ADA Improvements
- $600,000 for the City of North Miami Septic Tank to Sanitary Sewer Conversion Phase 2
- $450,000 for the City of Pinellas Park Beacon Run North & South Ponds Water Quality Project
- $165,560 for the City of Pinellas Park Pinebrook Safety Project
- $500,000 for the City of Royal Palm Beach Canal System Rehabilitation Phase II
- $500,000 for the City of Royal Palm Beach La Mancha Subdivision Roadway Underdrain

- $225,000 for the City of Sunny Isles Beach Urban Trail
- $750,000 for the City of Sunrise Regional Reuse Water Main Extension
- $400,000 for the City of Tamarac Stormwater Culvert Headwalls Improvement Project Phase 7
- $600,000 for the City of Tamarac Water Treatment Plant Control Building

2022 Legislative Session

- $13,500,000 for the City of Pinellas Park Youth Sports Complex
- $1,500,000 for Learning Ally/FSU Dyslexia Screener
- $1,000,000 for the Overtown Youth Center
- $375,000 for the Coral Gables Citywide Septic to Sewer Conversion
- $500,000 for the Coral Gables Legacy Sewer System Repair and Replacement
- $500,000 for the Coral Gables Stormwater Master Plan
- $750,000 for the Coral Gables Restoration of Historic Gondola Building
- $250,000 for the City of Lauderdale Lakes Alzheimer's Care Center
- $275,000 for the City of Margate – Northwest Focal Point Senior Center
- $300,000 for the City of Miramar – South Central/Southeast Focal Point Senior Center
- $306,000 for the Nancy J. Cotterman Center Advocacy Program, located in Fort Lauderdale
- $100,000 for the North Miami Beach Police Department Solving Cold Cases Using New Technology
- $530,000 for the Village of Estero Utility Expansion Phase I
- $750,000 for the Village of Estero on the River Trails
- $450,000 for the Village of Estero Sandy Lane Bicycle and Pedestrian Improvements
- $500,000 for the Town of Fort Myers Beach Estero Beach Blvd Water Stormwater Improvements
- $399,695 for the City of Lauderdale Lakes Water Improvements and Canal Bank Stabilization Project
- $416,745 for the City of Marco Island Canal Flushing Improvement Project San Marco Road/South Seas Court
- $500,000 for the City of Margate Stormwater Infrastructure and Canal Embankment Restoration
- $500,000 for the City of Miramar Historic Miramar Drainage Improvements Phase V
- $150,000 for the North Bay Village Stormwater Inlet Filter Installation
- $500,000 for the North Bay Village Wastewater Pump Station Improvements
- $500,000 for the City of North Miami Septic Tank to Sanitary Sewer Conversion
- $400,000 for the City of Sunny Isles Beach Central Island Drainage Project
- $1,702,512 for the City of Marco Island Smokehouse Bay Bridge Replacement
- $400,000 for the City of North Miami Pedestrian Bridge Over C-8 Canal

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Administration

ITEM #8: Resolution No. 2025-33 - Extension of Lease Agreement with Charles J. Taylor Post 4360 VFW For Use of Village Building as Clubhouse and Meeting Hall.

SUMMARY: Charles J. Taylor VFW Post 4360 has leased the Village-owned building located at 222 Cypress Lane, within the Municipal Complex, 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 annual rent charge of $1.00 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.

Note: The provided policy expires in December 2025.

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).

ATTACHMENTS:
1. Resolution No. 2025-33 - VFW Lease Agreement
2. Proposed Lease Agreement - VFW No. 4360
3. VFW - Liquor Liability Coverage
4. VFW - Auto Liability Coverage
5. VFW - Property Coverage

RESOLUTION NO. 2025-33

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING A NEW LEASE AGREEMENT WITH CHARLES J. TAYLOR, POST 4360 VFW FOR LEASE OF THE VILLAGE PREMISES AT 222 CYPRESS LANE, PALM SPRINGS, FLORIDA, FOR A TERM OF FIVE (5) YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE (5) YEARS; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") and Charles J. Taylor**,** Post No. 4360 VFW ("VFW"), originally entered into a lease agreement in 1964 for the VFW to lease the Village facility at 222 Cypress Lane, Palm Springs, as the VFW's clubhouse, which lease was renewed several times but finally expired as of July 22, 2024; and

WHEREAS, the Village and the VFW desire to continue their lease arrangement with a new lease commencing on the date of approval by the Village Council and for an initial term of five (5) years with an option to renew for another five (5) year term; and,

WHEREAS, the Village Council finds that leasing the Village facility at 222 Cypress Lane, Palm Springs, to the VFW as its clubhouse serves a valid public purpose and is in the best interest of the Village, its residents, guests, and veterans.

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

Section 1. The foregoing recitals are incorporated into this Resolution as true and correct statements.

Section 2. The Village Council of the Village of Palm Springs, Florida, approves the new Lease Agreement with the VFW attached hereto as **Exhibit "A"** and incorporated herein by reference.

Section 3. The Village Council authorizes the Mayor and Village Clerk to execute said Lease Agreement.

Section 4. This Resolution shall take effect 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			
PATTI WALLER, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of JUNE 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement") is made on the ____ day of _____, 2025, by and between **VILLAGE OF PALM SPRINGS**, FLORIDA, a municipal corporation existing under the laws of the State of Florida ("Lessor"), and **CHARLES J. TAYLOR POST NO. 4360 VETERANS OF FOREIGN WARS OF THE UNITED STATES, INC.**, a Florida 501c 19 Veterans organization and not for profit corporation ("Lessee").

RECITALS

WHEREAS, the Lessor is the owner of the municipal campus generally located at 226 Cypress Lane, Palm Springs, Florida (Parcel Control Number: 70-43-44-18-38-001-0010) and legally described as: VILLAGE OF PALM SPRINGS GOVERNMENTAL AREA, PARCEL A according to the plat thereof recorded in the Official Records book 70, page 41 ("Village Campus"); and

WHEREAS, the Lessor and Lessee originally executed a lease for the Lessee's use of the premises within the Village Campus, which premises is generally located at 222 Cypress Lane, Palm Springs, Florida ("Premises"); and

WHEREAS, under the original lease, the Lessee constructed a clubhouse and meeting hall at the Premises, which Lessee has continued to utilized under the original lease and renewed lease agreements entered by the Lessor and Lessee thereafter; and

WHEREAS, the current lease agreement expired on July 22, 2024; and

WHEREAS, both parties desire to continue their lease relationship and enter this new Lease Agreement for another five (5) year term for payment of rent of $1.00 per year by Lessee commencing on July 1, 2025 and expiring on June 30, 2030 with one (1) five year (5) year option to renew; and,

WHEREAS, the Village Council has determined that the Lease Agreement with Lessee is in the public's interest and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is acknowledged by both parties, the Lessor does hereby demise, lease and let unto the Lessee and the Lessee does hire and take from the Lessor the Premises as described above, on the following terms, covenants and conditions:

1. Recitals. The foregoing recitals are incorporated into this Lease Agreement as true and correct statements of the parties.

2. Premises. The Premises is generally located at 222 Cypress Lane, Palm Springs, Florida, on the Village Campus and as more specifically shown on **Exhibit "A"** attached hereto and incorporated herein. Specifically, the Premises include the building outlined and shown on Exhibit "A" inclusive of the attached structure improvements and detached shed at the south side of the Premises. The Premises does not include the property outside the Village Campus including, but not limited to, the Lake Worth Drainage District Easement adjacent to and south of the Premises.

3. Term. The term of this Lease Agreement shall commence on the date this Lease Agreement is approved by the Lessor's Village Council at a public meeting and shall be for a period of five (5) years, subject to earlier termination as contemplated herein ("**Term**").

4. Rent. The Lessee shall pay rent of $1.00 per year commencing on July 1, 2025 and continuing each year thereafter on the annual anniversary.

5. Reimbursement of the Lessor's Costs. The Lessee shall promptly pay any and all reasonable costs and expenses (including reasonable attorneys' fees at all trial and appellate levels), as such costs and expenses accrue, which may be reasonably incurred by, or judgments which may be rendered against, the Lessor or any of its officials, employees, or agents at any time or times during, or subsequent to the Term: (a) in enforcing any of the terms, covenants, conditions, or provisions of this Lease Agreement; or, (b) in defending any claim, action, suit, or proceeding brought against the

Lessor, its officials, employees, or agents as a result of: (i) the Lessee's violation of, or failure to comply with, any present or future Federal, State, or municipal law, ordinance, regulation, order or other laws ("**Laws**"); or (ii) any alleged failure, neglect, misfeasance, or default on the part of the Lessee, or any of the employees, servants, agents, tenants, independent contractors of any of the foregoing in connection with, arising from, or growing out of, this Lease Agreement or in connection with the Premises, or any operations conducted in, or any construction on the Premises (including, but not limited to, liens or claims of lien related to such construction), or the use or occupancy of the Premises, or any claim or action pertaining to, or connected with, any of the foregoing. Lessee shall promptly pay Lessor within thirty (30) calendar days after the LESSOR has notified the Lessee in writing of the amounts reasonably incurred by the Lessor on the Lessee's behalf.

6. Payments by Lessee. The Lessee will pay or cause to be paid all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises, and the construction, leasing, operation, maintenance, repair, rebuilding, use or occupation of the Premises, including, but not limited to any costs, expenses, liabilities, charges relating to improvements to the Premises, which, if not paid, could give rise to a lien against the Lessor and/or the Premises.

7. Use of Premises. It is understood between the parties that the Premises and the said building presently existing thereon and in their current "as is" condition are to be used for events and meetings consistent with the non-profit, patriotic and/or charitable purposes for which the Lessee corporation was incorporated and as set out in its Articles of Incorporation, and that the Premises shall not be used for any other purpose by the Lessee except with the express prior consent of the **Lessor's Village Manager**, with such consent to be in writing. Provided, however, Lessee shall have the right to license or permit any other non-profit group which receives its membership wholly or substantially from the Village of Palm Springs, to use that premises for events or meetings or similar functions not inconsistent with the general purposes of the Lessee corporation. The Lessee shall adhere to the following rules for use of the Premises:

a. The Lessee, its officials, employees and agents shall access and exit the Premises at all times through the Village Campus and not through the Lake Worth Drainage District's easement south of the Premises. The Lessee shall advise all invitees, guests, and other attendees at the Premises that they must access and exit the Premises through the Village Campus.
b. The Lessee, its officials, employees, agents, invitees, guests, and other attendees at the Premises shall park their motor vehicles within the Village Campus parking lot at all times and shall not park on the Lake Worth Drainage District's easement south of the Premises.
c. During Lessor's special events, the Lessee, its officials, employees, agents, invitees, guests, and other attendees at the Premises shall park their motor vehicles in the areas designated by the Lessor's staff as event parking or find other parking as may be necessary. No parking shall occur on the on the Lake Worth Drainage District's easement south of the Premises.

8. Maintenance. Lessee agrees to keep the existing structures, facilities, and equipment at the Premises in as good a state of repair as it presently exists or better and shall not permit any waste or damage to the same, ordinary wear and tear excepted. Lessee agrees to continue to maintain all landscaping at the Premises; provide weed control; pressure clean all structures as needed and paint exteriors, doors, windows, soffit, and facia; remove all trash and litter from the Premises; contract for pest control services; and, generally maintain the Premises in good condition for the duration of this Lease Agreement at its own cost and expense. Lessor shall have no responsibility for the maintenance or repair of the Premises, the building thereon, or any other structure or improvement located at the Premises. At the time of entering this Lease Agreement, the Lessor is in the process of replacing the second unit of the HVAC system and once replaced, the HVAC system will be fully functional. **The Lessor shall notify the Lessee in writing of the HVAC system becoming fully functional.** Once fully functional, the Lessee shall maintain the HVAC system with at least two (2) full system maintenance services per year (with written service documentation provided to the Village upon request). The two (2) system services per year shall include replacement of filters and minor repairs of under $1,000.00 (each service visit). The Lessor agrees to provide maintenance of the HVAC for all repairs in excess of the annual services so long as the Lessee provides the Lessor with written service documentation of the two (2) system services per year. Lessee shall be fully

responsible for the maintenance of the HVAC system if Lessee fails to have documentation of the two (2) system services per year.

9. Risk of Loss. All personal property placed or moved onto the Premises shall be at the risk of the Lessee or the owner thereof, and Lessor shall not be liable for any damage to said personal property. All use of the Lake Worth Drainage District easement south of the Premises by Lessee, its officials, employees, agents, guests, invitees and other attendees shall be at the risk of Lessee or other user thereof, and Lessor shall not be liable for any personal injury, death, or property damage for such use.

10. Indemnification. The Lessee agrees to indemnify and hold harmless the Lessor, its officials, employees, and agents against all claims, causes of action, expenses, and reasonable attorney's fees (at all trial and appellate levels) for personal injury including death, and/or damage to real or personal property, which may arise from or relate to Lessee's use of the Premises or arise from or relate to this Lease Agreement. This indemnification and hold harmless provision is separate and apart from, and in no way limited by, any insurance provided pursuant to this Lease Agreement or otherwise. This indemnification and hold harmless provision shall survive the termination or expiration of this Lease Agreement with respect to any damage, injury, and/or death occurring prior to such termination or expiration. Nothing contained in this Lease Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Lessor. Further, nothing contained in this Lease Agreement shall be construed or interpreted as consent by Lessor 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. The monetary limitations set forth in section 768.28, Florida Statutes, are hereby deemed to apply to this Lease for the Lessor in regards to any claims or actions arising out of or related to this Lease Agreement whether such claims or actions are derived or made based upon a tort, contract, or any other theory of liability. The foregoing indemnification and hold harmless provision shall survive the expiration or termination of this Lease Agreement.

11. Insurance. Lessee, at its own expense, shall maintain the following insurance coverage for the Term and any renewal term of this Lease Agreement:

A. LEASED PROPERTY DAMAGE/HAZARD INSURANCE: Lessee shall procure and maintain a standard Leased Property insurance policy insuring the Premise's buildings, facilities and Lessee's improvements against loss by fire and other hazards, casualties and contingencies, including but not limited to windstorm or other act of nature, in an amount not less than one hundred percent (100%) of the full replacement value. The Lessor shall be named as a Loss Payee on the policy.

B. COMMERCIAL GENERAL LIABILITY: Lessee shall procure and maintain a Commercial General Liability Insurance from a carrier that has an A.M. Best rating of A- VIII or better. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability, and property damage that could arise directly or indirectly from the use of the Premises. It must be an occurrence form policy. **THE VILLAGE OF PALM SPRINGS, 226 Cypress Lane, Palm Springs, FL 33406 SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.** The minimum limits of coverage shall be $1,000,000/ occurrence, $2,000,000 aggregate, Single Limit for Bodily Injury Liability and Property Damage Liability. Required Endorsements:

(1) Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents. Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.
(2) Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
(3) Primary and noncontributory – CG 2001 or its equivalent. Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

C. WORKERS' COMPENSATION: Lessee must comply with Section 440, Florida Statutes, Workers' Compensation and Employer's Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis. Required Endorsement: Waiver of Subrogation – WC 0003 13 or its equivalent (required if employees provide work in conjunction with the Premises use.)

D. BUSINESS AUTOMOBILE LIABILITY: Lessee shall procure and maintain Business Automobile Liability Insurance. **THE VILLAGE OF PALM SPRINGS, 226 Cypress Lane, Palm Springs, FL 33406 SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE**

CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE. The minimum limits of coverage shall be $300,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

E. LIQUOR LIABILITY: Lessee shall procure and maintain Liquor Liability Insurance with not less than $1,000,000.00 per occurrence. **THE VILLAGE OF PALM SPRINGS, 226 Cypress Lane, Palm Springs, FL 33406 SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR LIQUOR LIABILITY INSURANCE.**

The Lessee shall on the annual anniversary of the Term or any renewal term provide the Village with proof of the required insurance via certificates of insurance. The Village reserves the right to request proof of insurance at any time during the Term of this Lease Agreement including any renewal term.

12. Compliance with Laws. During the Term, the Lessee shall comply with and cause the Premises to be in compliance with (i) all Laws applicable to the Premises or the uses conducted on the Premises from time to time and (ii) the provisions of any insurance policies required to be maintained by the Lessee with respect to the Premises. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the Term because of any applicable Laws, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the sole liability of the Lessee. Notwithstanding the foregoing, however, the Lessee shall have no responsibility or liability for any violation of or noncompliance with any applicable Laws or the insurance policies if such violation or noncompliance is caused or committed by any party other than the Lessee, its officers, employees, contractors or agents.

13. Hazardous Waste. The Lessee shall not cause or permit any Hazardous Substance (as hereinafter defined) to be brought, kept or used in or about the Premises by the Lessee, its officers, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. the Lessee shall store, use and dispose of such materials in compliance with all applicable Laws, including, without limitation, Applicable Environmental Law (as hereinafter defined). If any Hazardous Substance which is found, kept or brought on, in or under the Premises during the Term is released, suspected to be released or otherwise results in any contamination of the Premises or any adjoining property or the air, soil, surface water or ground water, the Lessee shall promptly take all actions, at its sole expense, as are necessary to return the affected area(s) to the condition existing prior to the introduction of any such Hazardous Substance, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Substance on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Substance in the air, soil, surface water or ground water (collectively, the "**Remedial Work**"). the Lessee shall obtain all necessary licenses, manifests, permits and approvals to perform the Remedial Work. the Lessee shall perform all Remedial Work and the disposal of all waste generated by the Remedial Work in accordance with all Applicable Environmental Law. Notwithstanding the foregoing, however, the Lessee shall not have any obligation to perform any Remedial Work that is necessitated by the presence of any Hazardous Substance coming onto or into the Premises from any adjacent real property that is caused solely by the LESSOR or its commissioners, officers, employees or agents.

Without limiting the generality of the foregoing or any other provision of this Lease Agreement, the Lessee shall be solely and completely responsible for responding to, defending against and/or complying with any administrative order, request or demand relating to potential or actual contamination on the Premises or release of any Hazardous Substance into any adjoining property or the air, soil, surface water or ground water, or third party claims (including the claims of current or future subtenants in the Premises, or other tenants or subtenants in units or parcels adjoining or near the Premises) for Remedial Work or for the costs of any such Remedial Work or for the costs of any such Remedial Work which the third-party claimant has undertaken, whether such order, request, demand or claim names the Lessor, the Lessee or both, or refers to the Premises in any way, except where the contamination was caused solely or intentionally by the Lessor, or, if the Lessor is not a potentially responsible party solely because of its ownership of the Premises, where such contamination affects or is released from the adjoining property and is caused by the acts or omissions of any party other than the Lessee or its subtenants or their respective officers, directors,

partners, employees, agents, contractors or invitees. The responsibility conferred under this paragraph includes but is not limited to responding to such orders, requests, demands and claims on behalf of the Lessor and defending against any assertion of the Lessor's financial responsibility or individual duty to perform thereunder.

The Lessee shall indemnify, save harmless and defend the Lessor, its officers, employees, and agents from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses (including, without limitation, sums paid in settlement of claims approved in writing by the Lessee, attorney's fees, consultant fees, expert fees and any fees and expenses incurred in enforcing this indemnity) reasonably incurred by, sought from or asserted directly or indirectly against the Lessor during or after the Term as a result of the presence of any Hazardous Substance on, in or under the Premises or any release of any Hazardous Substance into the air, soil, surface water or ground water, which Hazardous Substance was brought, kept or used in or about the Premises at any time during the Term or any extension thereof, regardless of whether brought, kept or used by the Lessee or its officials, agents, employees, contractors or invitees or persons or parties other than the Lessor or parties acting at the Lessor's direction. The Lessee shall assume, pursuant to the foregoing indemnity, any liabilities or responsibilities which are assessed against the Lessor in any action described under this section. If any case, action or proceeding is brought against the Lessor, its officials, agents, or employees by reason of any such claim(s), the Lessee, upon notice from the Village, shall defend the same at the Lessee's expense by counsel reasonably satisfactory to the Village. The Lessee shall provide to the Lessor copies of all written communications, filings or other writings, photographs or materials given to or received from any person, entity or agency in connection with any cleanup or Remedial Work conducted by the Lessee, and shall notify the Lessor of, and permit the Lessor's representative to attend any meetings or oral communications relating thereto.

As used herein, the term "**Hazardous Substance**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Florida or the United States Government, including, without limitation, (i) any substance, chemical or waste that is or shall be listed or defined as hazardous, toxic or dangerous under Applicable Environmental Law, (ii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order, or decree and which may or could pose a hazard to the health and safety of occupants or users of the Premises or any part thereof, any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) PCBs, (v) leaded paint, and (vi) asbestos. As used herein, the term "**Applicable Environmental Law**" shall include the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j-26, as such Acts have been or are hereafter amended from time to time; any so called superfund or superlien law; and any other federal, state and local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.

The obligations of the Lessee and the indemnities set forth in this Section shall survive the termination or expiration of this Lease.

14. Lessor's Right to Perform. If the Lessee fails to pay when due amounts payable under this Lease or to perform any of its other obligations under this Lease within the time permitted for its performance, then the Lessor, after thirty (30) calendar days prior written notice to the Lessee and without waiving any of its rights under this Lease, may (but will not be required to) pay such amount or perform such obligation, unless the Lessee notifies the Lessor in writing during such thirty (30) calendar day period that the Lessee is withholding the subject payment or performance due to a dispute as to the legitimacy or correctness of same and takes steps reasonably necessary to protect the Lessor's interests. All amounts so paid by the Lessor and all reasonable costs and expenses incurred by the Lessor in connection with the performance of any such obligations will be payable by the Lessee to the Lessor within thirty (30) calendar days after the Lessor has notified the Lessee in writing of the amounts incurred by the Lessor on its behalf.

15. Casualty, Condemnation. In the event of any fire, earthquake, act of God, or other casualty to or in connection with the Premises, which substantially damages the building at the Premises (each, a "Casualty") and/or, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking") during the Term, the Lessor and Lessee shall work together to either equitably address the Casualty and/or Taking. Resolution of such issues shall require approval of the Lessor's Village Council. If the Lessor and Lessee cannot agree on how to equitably address the Casualty or Taking, this Lessor reserves the right to terminate this Lease Agreement upon thirty (30) days written notice.

16. Events of Default. At the option of the Lessor, the occurrence of any of the following events shall constitute and are defined as an "**Event of Default**" by the Lessee:

(a) the Lessee defaults in the due and punctual payment of any rent or any other amounts due to Lessor, and such default continues for thirty (30) calendar days after written notice from the Lessor;

(b) the Lessee intentionally and irrevocably abandons the Premises for a period of sixty (60) days;

(c) Any claim or notice of lien shall be filed against the Premises or the Lessor's interest therein relating to or arising out of the construction work or any other improvement to or modification of the Premises, unless the Lessee causes such claim or notice of lien to be discharged of record (by payment, bonding or otherwise) within sixty (60) days after the Lessee receives written notice of such claim or notice;

(d) the Lessee breaches any of the other agreements, terms, covenants, or conditions which are not referenced in subsection (a), (b), (c), (e), (f), or (g) of this Section and this Lease Agreement requires the Lessee to perform and such breach continues for a period of thirty (30) calendar days after notice by the Lessor to the Lessee; provided, however, if the nature of the breach is such that it cannot be cured by the Lessee reasonably within the period of thirty (30) calendar days, the Lessee shall not be deemed in default of this Lease if the Lessee commences the curing of such default within such period of thirty (30) days and prosecutes in good faith the curing of same continuously thereafter until the same is, in fact, cured;

(e) the Lessee uses the Premises for uses other than the permitted use provided for herein that is not cured within thirty (30) days following written notice;

(f) the Lessee makes any assignment in violation of this Lease that is not cured within thirty (30) days following written notice;

(g) the Lessee voluntarily initiates any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the involuntary initiation against the Lessee of any such proceeding that is not dismissed within ninety (90) calendar days after filing, or failure by the Lessee or, as applicable, to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Lessee to carry on their operations at the Premises, or assignment by the Lessee, as applicable, for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors or the failure generally by the Lessee, as applicable, to pay its debts as they become due.

17. Remedies. If any one or more Events of Default set forth in Section **Error! Reference source not found.** occurs, then the Lessor may terminate this Lease by written notice to the Lessee of its intention to terminate this Lease on the date (including any cure period described above) specified in such notice, which notice shall be at least sixty (60) days in advance of the proposed termination, and, on the date specified in such notice, this Lease shall automatically terminate as of the date specified in such notice, and the Lessee shall promptly vacate the Premises as herein required. No right or remedy conferred upon or reserved to the Parties in this Lease Agreement is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease (including, but not limited to, indemnification rights benefitting the Lessor) or existing at law or in equity to the extent provided for herein; provided, however, the Lessor's remedies shall not include the recovery of any consequential or punitive damages.

18. No Broker. The Lessor and Lessee each represent and warranty to the other that they have not dealt with any broker or finder with regard to this Lease Agreement.

19. Time of Essence. Time is of the essence of each and every provision of this Lease Agreement, provided, however, except for payment of any rent or other amount due under this Lease Agreement, that any time deadline or limitation shall be subject to extension for any delay that arises from unforeseeable causes beyond the reasonable control and without the fault or negligence of the Lessor or the Lessee. Examples of such causes include (a) acts of God, or public enemy, (b) acts or failure to act of a contractor in the performance of a contract with the Lessor or the Lessee, provided that the party hereunder seeking such action by the contractor properly requests same in a timely manner and thereafter diligently pursues same, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes or labor disputes, (h) freight embargoes, (i) unusually severe weather, (j) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the reasonable control and without the fault or negligence of the Lessor or the Lessee, as applicable, and (k) unusual disruptions in financial markets.

20. No Assignment. Lessee agrees that the rights hereunder are not assignable by the Lessee, and the Lessee does not have the right to sublease the Premises herein leased without the express written consent of Lessor's **Village Manager** being first obtained.

21. Renewal Option. In the event Lessee shall desire to renew the Term of this Lease Agreement, it shall notify the Lessor of its desire to renew the Lease in writing no less than **90 days prior** to the expiration of this Lease. The Lessor shall notify the Lessee of its decision either to renew this Lease or of its refusal to renew this Lease in writing, no less than 45 days before the expiration date of this Lease. If the Village Council, acting as the Lessor, shall see fit to renew this Lease Agreement in its sole and absolute discretion, Lessor's Village Council may renew this Lease Agreement for an additional five (5) year term, and the renewal term shall become the Term of this Lease Agreement.

22. Reversion to Village. All buildings, structures or other improvements erected, including any future additions hereto during the Term of this Lease Agreement, placed on or made to the Premises hereby leased, shall revert to, and become the property of the Lessor in the event the Lessee shall become insolvent, or if the Lessee corporation shall disband and cease to function pursuant to its Articles of Incorporation before the termination or expiration of this Lease Agreement, this being one of the considerations for the granting of this Lease at nominal rental charge stated herein. In the event Lessee shall become bankrupt or is assigned a receiver for purposes of managing and/or distributing Lessee's assets, this Lease Agreement shall terminate and the Premises leased and the buildings thereon shall revert to the Lessor and this Lease Agreement shall not become an asset of the bankrupt estate. At the termination or expiration of this Lease Agreement, the Lessee shall turn the Premises over to the Lessor in the same or better condition than presently exists except in the event of Casualty or Taking as described below. The Lessee shall not be permitted to remove any building or structure from the Premises leased.

23. No Waiver. No waiver of any condition or agreement in this Lease Agreement by the Lessor will imply or constitute a further waiver by the Lessor of any other condition or agreement. No act or thing done by the Lessor's agents during the Term of this Lease Agreement will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless approved at a public meeting by the Lessor's Village Council. No payment by the Lessee, nor receipt from the Lessor, of a lesser amount than the amounts due under this Lease will be deemed to be anything other than a payment on account of the earliest stipulated amount due. No endorsement or statement on any check, or any letter accompanying any check or payment will be deemed an accord and satisfaction. The Lessor will accept such check for payment without prejudice to the Lessor's right to recover the balance of such additional amount due or to pursue any other remedy available to the Lessor.

24. Captions, Gender, Etc. The captions are inserted in this Lease Agreement only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

25. Public Records. Lessee acknowledges that Lessor is subject to Florida's Public Records Law, Chapter 119, Florida Statutes, and that this Lease Agreement and records arising from or related to this Lease Agreement shall be construed as public records subject to public disclosure.

26. Amendment. Except where the Lessor's Village Manager is specifically authorized to act, this Lease Agreement may only be amended by mutual agreement of the Lessor's Village Council and the Lessee, provided that all amendments must be in writing and signed by both parties.

27. Quiet Enjoyment. The Lessee, upon paying all sums due under this Lease Agreement and keeping, observing and performing all the terms, covenants, agreements, provisions, conditions and limitations of this Lease Agreement on the Lessee's part to be kept, observed and performed, shall quietly have and enjoy the Premises during the Term of this Lease Agreement without hindrance or molestation by anyone lawfully claiming by, under or through the Lessor. Notwithstanding the foregoing, the Lessor shall have right of access to the Premises at any reasonable time that the Premises is open to the public or Lessee's members or in the event of an emergency. Lessor shall also have the right to access the Premises upon 24 hours' written notice to Lessee by hand-delivery of the notice to Lessee, its officers, employees or agents at the Premises.

28. Counterparts. This Lease Agreement may be executed by the LESSOR and the Lessee in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

29. PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Lessee acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. Governing Law and Venue. This Lease Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Lease Agreement or the subject matter hereof may not be enforced in or by such courts.

31. **Waiver of Jury Trial. Lessor and Lessee each waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease Agreement. This waiver is knowingly, intentionally, and voluntarily made by each party and each party expressly acknowledges that neither the other party nor any person acting on behalf of the other party has made any representations of fact to include this waiver of trial by jury or in any way to modify or nullify its effect. Each party acknowledges to the other that it has read and understands the meaning and effect of this waiver provision.**

32. **Integrated Lease; Preparation**. This Lease Agreement constitutes all covenants, promises, agreements, representations, conditions and understandings between the Lessor and Lessee concerning the leased Premises, and there are no covenants, promises, representations, conditions or understandings by any party or the agent of any party hereto, either oral or written, between the parties or relied upon by the parties, other than are herein set forth. No subsequent alteration, modification, deletion, change or addition to this Lease shall be binding upon the Lessor or Lessee unless same shall be in writing and signed by Lessor and Lessee. This Lease Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

33. **Third Party Beneficiary**. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third-party beneficiary.

34. **Radon Gas**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Palm Beach

County Public Health Unit.

35. **Americans with Disabilities Act**. Notwithstanding anything to the contrary contained herein, Lessee, at its sole cost and expense, shall cause all alterations, additions, improvements and repairs to the Premises to comply with the provisions of the Americans with Disabilities Act and other similar federal, state, and local laws and regulations, including, without limitation, any alterations required under ADA for the purposes of "public accommodations" (as that term is used in the ADA).

36. **No Partnership Relationship**. It is understood and agreed that Lessor shall in no event be construed or held to be a partner or associate of Lessee in the conduct of Lessee's business, nor shall Lessor be liable for any debts incurred by Lessee in the conduct of Lessee's business, but it is understood and agreed that the relationship is and at all times shall remain that of Lessor and Lessee.

37. **Public Entity Crimes**. As provided in sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Lease, the Lessee certifies that it and its affiliates have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof.

38. Notice. Except as otherwise stated in this Lease Agreement, any notice required to be given under this Lease Agreement shall be delivered by hand, sent by certified mail (return receipt requested), or sent by nationally recognized overnight courier as follows to the Lessor:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and to the Lessee as follows:

Charles J. Taylor Post No. 4360, VFW
Attn: Paul Bosco
222 Cypress Lane
Palm Springs, FL 33461

Either party may amend this notice provision by written notice to the other party.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement for the purpose herein expressed this _____ day of _____ 2025.

LESSOR: VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

_____
Kimberly Wynn, Village Clerk

Witness:

_____
Print Name
226 Cypress Lane, Palm Springs, Florida 33406

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Bev Smith, as Mayor of the Village of Palm Springs, Florida (on behalf of Lessor). She is personally known to me.

[Notary Seal]

_____
Notary Public, State of Florida

Witness:

By: Johnnie L Tieche
Print Name: JOHNNIE L TIECHE
Print Address: 305 Winged Foot Rd. 12.5.

By: Kubery Glas-Castro
Print Name: Kubery Glas-Castro
Print Adress: 226 Cypress Ln Palm Springs, FL

LESSEE:

CHARLES J. TAYLOR POST NO. 4360 VETERANS OF FOREIGN WARS OF THE UNITED STATES, INC.

By: Paul J Bosco Jr.
Print Name: PAUL J BOSCO JR
Title: Quartermaster - POST 4360

[Corporate Seal]

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization on this 30 day of July 2024~~5~~ by Paul Bosco, as the Quarter Master [title] of **CHARLES J. TAYLOR POST NO. 4360 VETERANS OF FOREIGN WARS OF THE UNITED STATES, INC.**, who is personally known to me or who has produced _____ as identification and who did affirm or swear that he/she is authorized to bind **CHARLES J. TAYLOR POST NO. 4360 VETERANS OF FOREIGN WARS OF THE UNITED STATES, INC.,** to this Lease Agreement.

Notary Seal:

ANDREA MEDERO
Notary Public - State of Florida
Commission # HH 610730
My Comm. Expires Nov 7, 2028
Bonded through National Notary Assn.

_____
Notary Public Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rodolfo Romero
The Bedford Group Inc 1400 Village Blvd #908 West Palm Beach FL 33409	PHONE (A/C, No, Ext): (703) 307-6261 FAX (A/C, No): E-MAIL ADDRESS: rromero@bedfordinsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MOUNT VERNON FIRE INS CO	26522
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Charles J. Taylor VFW Post 4360
222 CYPRESS LN
PALM SPRINGS FL 33461-1604

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		NPP2598502	07/09/2025	07/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Liquor Liability			NPP2598502	07/09/2025	07/09/2026	Each Common Cause Li Aggregate Limit Assault or Battery Each	1,000,000 2,000,000 1,000,000

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

ADDITIONAL INSURED: THE VILLAGE OF PALM SPRINGS
226 Cypress Lane, Palm Springs, FL, 33406

CERTIFICATE HOLDER

THE VILLAGE OF PALM SPRINGS
226 Cypress Lane
Palm Springs FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rodolfo Romero

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lockton Affinity, LLC
Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	PHONE (A/C, No, Ext): 800-829-8390 FAX (A/C, No): 913-652-7599 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIX Spec. Ins. Co.	12833
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Charles J. Taylor Post #4360
222 Cypress Lane
Palm Springs, FL 33461

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			LFZ-ML-20001460-00	12/18/2024	12/18/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			LFZ-ML-20001460-00	12/18/2024	12/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 300000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			LFZ-ML-20001460-00	12/18/2024	12/18/2025	Occurrence	$100,000
							Aggregate	$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Palm Springs its officials and employees are Additional Insureds, where required by written contract, per the terms, conditions and exclusions of the referenced general liability policy.
Location: 222 Cypress Lane, Palm Springs, FL 33461

CERTIFICATE HOLDER

4360
Village of Palm Springs
its officials and employees
226 Cypress Lane
Palm Springs, FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 8/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER		CONTACT NAME: Rodolfo Romero	
The Bedford Group Inc 1400 Village Blvd #908 West Palm Beach FL 33409		PHONE (A/C, No, Ext): (703) 307-6261	FAX (A/C, No):
		E-MAIL ADDRESS: info@bedfordinsure.com	
		PRODUCER CUSTOMER ID:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A : UNDERWRITERS AT LLOYDS LONDON	15792
Charles J. Taylor VFW Post 4360 222 CYPRESS LN PALM SPRINGS FL 33461-1604		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY CAUSES OF LOSS / DEDUCTIBLES [ ] BASIC — BUILDING 378,000 [ ] BROAD — CONTENTS [ ] SPECIAL [ ] EARTHQUAKE [X] WIND [ ] FLOOD	B1180D250896	07/15/2025	07/15/2026	[X] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP	$ 378,000
	[ ] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	[ ] CRIME TYPE OF POLICY					
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: THE VILLAGE OF PALM SPRINGS
226 Cypress Lane, Palm Springs, FL, 33406

CERTIFICATE HOLDER

THE VILLAGE OF PALM SPRINGS

226 Cypress Lane

Palm Springs FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rodolfo Romero

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Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Utilities

ITEM #9: Contract Award – ITB No. 2025B - 009 – Main & Pratt WTP Protective Coating System Restoration (TO #343 & TO #344) - Utilities Department – Shamrock Restoration Services Inc.

SUMMARY: The Utilities Department needs to perform protective coating system restoration work to the infrastructure at the Main and Pratt Water Treatment Plant (WTP). The existing protective coatings were done in the early 2000s and have reached their end of life and have begun to deteriorate, leaving the Plant susceptible to corrosion and degradation. The coating systems applied to infrastructure are critical in prolonging service life and mitigating long-term damage to equipment and piping.

The Utilities Department advertised the project for bid on May 27th, 2025, and received the following eight (8) proposals.

Bid Proposals:

1. Creative Contracting Group - $813,900
2. Sun Art Painting Corp. - $873,560
3. Shamrock Restoration Services, Inc. - $929,644
4. Restoration & Protective Solutions LLC - $971,000
5. Southern Star Contractors, Inc. - $991,700
6. Titan Construction Management LLC - $1,575,000
7. Southern Road & Bridge, LLC - $1,591,500
8. WGM Quality Painting, Inc. - $2,000,000

After reviewing all the submitted bids, the Village determined that Creative Contracting Group and Sun Art Painting Corp had the lowest bids, but both were disqualified. Creative Contracting Group did not meet the required qualifications, and Sun Art Painting Corp submitted an incomplete bid package. Therefore, the Village's Project Management Team and the contracted engineer recommend awarding the contract to Shamrock Restoration Services. They are the lowest bidder who meets all the requirements. The project cost is not to exceed $929,644.

FISCAL IMPACT:
The agreement with Shamrock Restoration Services Inc., for the Main & Pratt WTP Protective Coatings (TO #343 & TO #344) will be funded by Account No. 41336-56300 at a cost not to exceed $929,644 which is below the FY2025 approved budget of $1,800,000.00 for this project.

ATTACHMENTS:

1. Proposed Resolution No. 2025-50 - Shamrock Restoration Inc.- ITB #2025B-009
2. Agreement - Shamrock Restoration Services Inc. - ITB No. 2025B - 009 – Main & Pratt WTP Protective Coating System Restoration
3. Bid Documents - ITB No. 2025B - 009 – Main & Pratt WTP Protective Coating System Restoration
4. Bid Tabulation Sheet - ITB No. 2025B - 009 – Main & Pratt WTP Protective Coating System Restoration
5. Engineer's Letter of Recommendation - ITB No. 2025B - 009 – Main & Pratt WTP Protective Coating System Restoration

RESOLUTION 2025-50

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH SHAMROCK RESTORATION SERVICES, INC., FOR MAIN AND RL PRATT WATER TREATMENT PLANTS PROTECTIVE COATINGS SYSTEMS RESTORATION PROJECT, PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs is in need of a contractor to perform protective coating system restoration work to the infrastructure at the Main and Pratt Water Treatment Plants (WTP); and

WHEREAS, the Village advertised ITB No. 2025B-009 - (TO #343 and #344) – on Euna Open Bids on May 27, 2025 for the needed work (ITB); and

WHEREAS, Shamrock Restoration Services, Inc., located at 27091 Osage Street, Brooksville, FL, 34601, submitted a bid in response to the ITB to perform the protective coating system restoration work at the WTP; and

WHEREAS, the Village's Engineer, Kimley-Horn, and staff reviewed the bid from Shamrock Restoration Services, Inc., and determined that it was the lowest, responsive and responsible bid and recommend the same for award; and,

WHEREAS, the Village Council find that it is in the village's best interest to award the ITB to Shamrock Restoration Services, Inc.

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

Section 1: Village of Palm Springs approves the award of the ITB and the agreement with Shamrock Restoration Services, Inc. (TO #343 and #344) for protective coating system restoration work in the amount not to exceed $929,644.00 for the WTP. The Mayor is authorized to execute the agreement.

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

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this 21st day of August 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and SHAMROCK RESTORATION SERVICES, INC. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

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 and RL Pratt Water Treatment Plants Protective Coatings Systems Restoration

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Kimley-Horn and Associates, Inc.

3.02 The Owner has retained Kimley-Horn and Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a

legal or other proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ 500 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 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: $ 929,644.00 .

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

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

ARTICLE 6 –

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2024), except as provided herein. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for

Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Progress payments will be made in an amount equal to the percentages indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

   95% of Work completed.

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

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

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

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

B. .

6.03 *Final Payment*

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

6.04 *Punch-List Process*. In accordance with section 218.735(7), Florida Statutes (2024) and section 15.03 of the General Conditions, prior to declaring the Work substantially complete the Engineer, Owner, and Contractor shall inspect the Work and the Engineer shall create a

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

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

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

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests,

studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 15, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).
   b. ___ (pages ___ to ___, inclusive).
   c. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 14 sheets with each sheet bearing the following general title: the Drawings listed on the attached sheet index.
9. Addenda (numbers 0 to 0, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 2, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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

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

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract Documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent

that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the Owner, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of the Contract Documents. The CONTRACTOR's liability hereunder shall include all attorney's fees

and costs incurred by the Owner in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the Owner and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Contract Documents and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract Documents.

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

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

10.07 *Governing Law and Remedies*

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

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

10.08 *Office of the Inspector General*

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

10.09 *Scrutinized Companies*

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

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

10.10 *Public Records*

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

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

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Documents and following completion of the Contract Documents if the Contractor does not transfer the records to the Owner.

4. Upon completion of the Contract Documents, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the Contract Documents, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public

records or designee, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

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

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

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

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

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

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

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

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

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

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

a. Contractor's Pollution Liability

1)	General Aggregate	$2,000,000
2)	Each Occurrence/Per Claim	$1,000,000

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

   a. Village of Palm Springs

10.12 *Public Construction Bond*

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

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

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

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

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

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

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

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

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

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

      2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security

deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Owner*

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

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

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

10.18 *Copyrights and/or Patent Rights*

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

10.19 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the Owner or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Owner may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful

CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The Owner will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

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

10.24 *E-Verify*

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

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under the Contract Documents) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all Subcontractor affidavits for the duration of the Contract Documents and provide the same to the Owner upon request;

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

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

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

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

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

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

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

VILLAGE:	CONTRACTOR:
By: _____	By: PANAGIOTIS SAMARTZIS
Title: Mayor	Title: AUTHORIZED REPRESENTATIVE
	(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	27091 Osage Street
Palm Springs FL, 33461	Brooksville, Fl 34601
	License No.: CGC 036127 *(where applicable)*

NOTARY PUBLIC
ALICIA SKOCZEN
Notary Public, State of Florida
Commission# HH 225948
My comm. expires Feb. 7, 2026

ARTICLE 5 – BASIS OF BID

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

ITEM OF WORK	QTY	UNIT	UNIT COST	SUB TOTAL
Bid Item #1 - Main WTP: Mobilization/De-mobilization	1	LS	$ 50,610.00	$ 50,610.00
Bid Item #2 - Main WTP: Bonds and Insurance	1	LS	$ 14,929.00	$ 14,929.00
Bid Item #3 - Main WTP: Protective Coating Systems Restoration	1	LS	$ 365,561.00	$ 365,561.00
Bid Item #4 - Main WTP: Contingency	1	LS	$ 75,000	$ 75,000
TOTAL Lump Sum Main WTP			**506,100.00**	**$ 506,100.00**
Bid Item #5 - RL Pratt WTP: Mobilization/De-mobilization	1	LS	$ 42,354.00	$ 42,354.00
Bid Item #6 - RL Pratt WTP: Bonds and Insurance	1	LS	$ 12,066.00	$ 12,066.00
Bid Item #7 - RL Pratt WTP: Protective Coating Systems Restoration	1	LS	$ 294,124.00	$ 294,124.00
Bid Item #8 - RL Pratt WTP: Contingency	1	LS	$ 75,000	$ 75,000
TOTAL Lump Sum RL Pratt WTP			**423,544.00**	**$ 423,544.00**
TOTAL OF ALL LUMP SUMS:			**929,644.00**	**929,644.00**

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CGC036127 **[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.

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

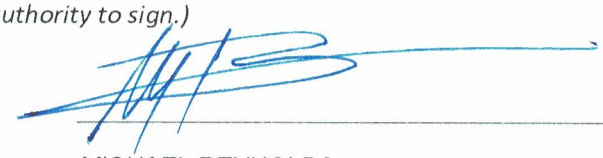
BIDDER: *[Indicate correct name of bidding entity]*

SHAMROCK RESTORATION SERVICES INC.

By:
[Signature]

[Printed name] PANAGIOTIS SAMARTZIS

(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] MICHAEL REYNOLDS

Title: PRESIDENT

Submittal Date: 7/9/2025

Address for giving notices:

27091 OSAGE STREET, BROOKSVILLE, FL 34601

Telephone Number: 813-505-7839

Fax Number: 352-754-7282

Contact Name and e-mail address: PETE SAMARTZIS

PETE@SHAMROCKFLA.COM

Bidder's License No.: CGC 036127
(where applicable)

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

The Village of Palm Springs

Procurement Division
226 Cypress Lane
Palm Springs, FL 33461

INVITATION TO BID: Water Treatment Plants Protective Coatings Systems Restoration

The Village of Palm Springs, Florida (Village) hereby requests electronic sealed bids for the **Water Treatment Plants Protective Coatings Systems Restoration** project, in accordance with the terms, conditions and specifications contained in the Invitation to Bid.

The project consists of applying a **protective coating system for restoration work of the existing infrastructure at both the Main and RL Pratt Water Treatment Plants through a surface preparation and painting program.**

The Village utilizes an electronic online service to notify, distribute, and submittal of its solicitation documents. The full set of the ITB documents will be available beginning June 4th 2025, from www.demandstar.com. Those interested in providing these services are instructed to submit a response electronically via Demandstar at www.demandstar.com.

Participants are responsible for ensuring that all pages are included in the submission. All participants are advised to closely examine the ITB documents. **Submission must be made through www.demandstar.com on or before the deadline of July 9th, 2:00 PM.** At 2:30 PM all submissions received will be publicly opened and read via a virtual meeting. Late submissions will not be considered. Any questions regarding the completeness or substance of the ITB documents or the scope of services must be submitted in writing via email to the Procurement Manager at procurement@vpsfl.org.

Non-Mandatory Pre-Bid Meeting– *June 11th 2025* ***at 1:30 PM***

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

- Registration: **https://events.gcc.teams.microsoft.com/event/f7ca852a-5939-4856-b63e-e335ce8b78a4@20801dc8-57d4-4c4b-b981-92be4d50e21c**
- Meeting ID: 258 602 489 425 5
- Passcode: 7QY9at3F

Potential Bidders may schedule site visits through the procurement manager for additional inspections, measurements, and data collection in preparation of their bid. To schedule site visits email procurement@vpsfl.org.

Deadline to submit questions: Questions must be submitted in writing to the Procurement Manager at procurement@vpsfl.org no later than the deadline June 23, 2025, at 5:00 PM.

Bid Opening – July 9, 2025, 2:30 PM

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

- Registration: **https://events.gcc.teams.microsoft.com/event/5fd1ddf9-18d0-4e3b-a4bf-c5c3d515487e@20801dc8-57d4-4c4b-b981-92be4d50e21c**
- Meeting ID: 238 555 041 681 1
- Passcode: j2c4G2iB

Bid security shall be furnished in accordance with the Instructions to Bidders.

The Village reserves the right, in its sole discretion, to accept or reject any or all submissions, in whole or in

part, to waive all nonmaterial irregularities and/or technicalities, and to award, the contract on such terms it deems will best serve the interests of the Village consistent with the ITB.

Pursuant to Section 58-5 of the Village's Purchasing Code, this ITB is subject to a "Cone of Silence" as of the deadline date and time for the submission of a proposal, which remains in effect until the appropriate authority has approved an award recommendation, rejected all proposals or some other action by the Village to end this ITB's selection process. This limits and requires documentation of communication between potential bidders to this ITB, the Village's professional staff, and the Village Council members.

Pursuant to section 287.05701, Florida Statutes (2023), the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Village may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

Village of Palm Springs
Publish: DemandStar, Village Website
Publish Date: June 4, 2025

INVITATION FOR BIDS

WATER TREATMENT PLANTS PROTECTIVE COATING SYSTEMS RESTORATION

ITB No. 2025B-009

VILLAGE OF PALM SPRINGS
FLORIDA

Publish Date:
June 04 2025

Bids Due Date & Time:
July 09 2025 at 2:00 PM
Local Time

Questions Deadline:
June 23 2025

Where to Submit Proposals:
www.demandstar.com

SECTION 00020

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PART 1

BIDDING REQUIREMENTS

The Village of Palm Springs

Procurement Division
226 Cypress Lane
Palm Springs, FL 33461

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Village of Palm Springs
Publish: DemandStar, Village Website
Publish Date: June 4, 2025

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

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

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

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

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

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

B. State of Florida contractor license number.

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

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 - Bidder Qualifications Questionnaire, Article 11, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as performing protecting coating restoration and surface preparation work for concrete and metal structures, ground storage tanks, mechanical systems, including pumps, motors, piping, and valves.

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

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

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

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

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

4.01 *Site and Other Areas*

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

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

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

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

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

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

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

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

4.03 *Site Visit and Testing by Bidders*

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

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

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

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

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 – PRE-BID CONFERENCE

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

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

ARTICLE 8 – BID SECURITY

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

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the

Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

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

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

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

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

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

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

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

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

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

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

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

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

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

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

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

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

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

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

14.02 *Unit Price*

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

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

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

14.03 *Allowances*

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

ARTICLE 15 – SUBMITTAL OF BID

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

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.04 By submitting a Bid, Bidder acknowledges that Bidder has reviewed the terms of the Agreement included as part of the bid package and represents that, if awarded the contract, Bidder is prepared to enter into an Agreement with the Village in substantially the same form.

15.05 The following documents shall be submitted with and made a part of the Bid:

Section 00400 Bid Submission checklist
Section 00410 Bid Form
Section 00430 Bid Bond, complete with Power of Attorney
Section 00431 Tabulation of Subcontractor and Suppliers
Section 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
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 opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Water Treatment Plants Protective Coating Systems Restoration

Bid Number: _____

Bidders Name: _____

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

1. ___Completed Section 00400 - Bid Submission Checklist
2. ___Completed Section 00410 - Bid Form
3. ___Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ___Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ___Completed Section 00451 - Qualifications Statement
    a. ___Affidavit from Bonding Company
6. ___Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
7. ___Completed Section 00453 - Non-Collusive Affidavit
8. ___Completed Section 00454 - Drug-Free Workplace Certificate
9. ___Completed Section 00455 - Sworn Statement on Public Entity Crimes
10. ___Completed Section 00456 - Scrutinized Companies
11. ___Completed Section 00457 - Vendor Conflict of Interest Disclosure Statement
12. ___Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
13. ___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.
14. ___Signed copy of all Addenda.

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

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

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted 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) physical conditions relating to existing surface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

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

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

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

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

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

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

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

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ITEM OF WORK	QTY	UNIT	UNIT COST	SUB TOTAL
Bid Item #1 - Main WTP: Mobilization/De-mobilization	1	LS	$	$
Bid Item #2 - Main WTP: Bonds and Insurance	1	LS	$	$
Bid Item #3 - Main WTP: Protective Coating Systems Restoration	1	LS	$	$
Bid Item #4 - Main WTP: Contingency	1	LS	$ 75,000	$ 75,000
TOTAL Lump Sum Main WTP				**$**
Bid Item #5 - RL Pratt WTP: Mobilization/De-mobilization	1	LS	$	$
Bid Item #6 - RL Pratt WTP: Bonds and Insurance	1	LS	$	$
Bid Item #7 - RL Pratt WTP: Protective Coating Systems Restoration	1	LS	$	$
Bid Item #8 - RL Pratt WTP: Contingency	1	LS	$ 75,000	$ 75,000
TOTAL Lump Sum RL Pratt WTP				**$**
TOTAL OF ALL LUMP SUMS:				

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[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.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

_____

By:
[Signature] _____

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

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

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

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

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:
Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

BID
Bid Due Date:
Description *(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:_____

QUALIFICATIONS STATEMENT

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

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

2. SUBMITTED TO: Village Clerks Office

3. SUBMITTED FOR: _____

Owner: Village of Palm Springs

Project Name: _____

_____

_____

_____

TYPE OF WORK: _____

_____

_____

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

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5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

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7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

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

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

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

11. CONSTRUCTION EXPERIENCE:

Current Experience:

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

Previous Experience:

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

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

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

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

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

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

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

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

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

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

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

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

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

13. EQUIPMENT:

MAJOR EQUIPMENT:

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

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

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

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

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SCHEDULE A

CURRENT EXPERIENCE

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

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SCHEDULE B

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

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

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SCHEDULE B

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

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

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

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

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

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The_____, herein called the "Owner."

Pursuant to bidding requirements for the work titled "_____

_____,"

the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is_____(officer's title) of_____(company name), the Bidder that has submitted the attached bid;

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

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

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

Subscribed and sworn to before me
this_____day of_____, 20_____

_____
Notary Public

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

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

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20____

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

_____
Signature of Notary

My Commission Expires_____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Contractor)

is _____.

2. My relationship to _____
(firm name of Bidder/Contractor)

is _____.
(relationship such as sole proprietor, partner, president, vice president)

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

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

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

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

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

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

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

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

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the_____day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

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

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

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

CONTRACTOR:
By:_____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

Vendor Conflict of Interest
Disclosure Statement
Information and Instructions

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes,* and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of $7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

“Public Official” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

“Relative” means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

“Vendor” means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of $7,500.00 with the Village.

INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

_____
NAME OF VENDOR

_____
NAME OF PERSON COMPLETING FORM

_____
RELATIONSHIP TO VENDOR

_____
ADDRESS

_____
CITY, STATE, ZIP TELEPHONE NUMBER

_____
CONTACT EMAIL ADDRESS CELL PHONE NUMBER

This form is provided in connection with:

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

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

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

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

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

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

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

Signature	Date
Printed Name	Title

PART 2

CONTRACT FORMS

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 and RL Pratt Water Treatment Plants Protective Coatings Systems Restoration

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Kimley-Horn and Associates, Inc.

3.02 The Owner has retained Kimley-Horn and Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a

legal or other proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ 500 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 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: $ _____.

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

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

ARTICLE 6 –

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2024), except as provided herein. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for

Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Progress payments will be made in an amount equal to the percentages indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

   95% of Work completed.

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

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

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

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

B. .

6.03 *Final Payment*

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

6.04 *Punch-List Process*. In accordance with section 218.735(7), Florida Statutes (2024) and section 15.03 of the General Conditions, prior to declaring the Work substantially complete the Engineer, Owner, and Contractor shall inspect the Work and the Engineer shall create a

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

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

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

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests,

studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to ___, inclusive).
2. Performance bond (pages 1 to ___, inclusive).
3. Payment bond (pages 1 to ___, inclusive).
4. Other bonds.
   a. ___ (pages ___ to __, inclusive).
   b. ___ (pages ___ to __, inclusive).
   c. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 14 sheets with each sheet bearing the following general title: the Drawings listed on the attached sheet index.
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ___ to ___, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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

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

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract Documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent

that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the Owner, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of the Contract Documents. The CONTRACTOR's liability hereunder shall include all attorney's fees

and costs incurred by the Owner in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the Owner and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Contract Documents and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract Documents.

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

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

10.07 *Governing Law and Remedies*

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

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

10.08 *Office of the Inspector General*

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

10.09 *Scrutinized Companies*

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

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

10.10 *Public Records*

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

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

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Documents and following completion of the Contract Documents if the Contractor does not transfer the records to the Owner.

4. Upon completion of the Contract Documents, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the Contract Documents, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public

records or designee, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

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

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

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

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

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

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

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

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

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

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

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

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

   a. Village of Palm Springs

10.12 *Public Construction Bond*

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

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

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

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

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

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

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

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

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

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

      2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security

deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Owner*

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

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

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

10.18 *Copyrights and/or Patent Rights*

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

10.19 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the Owner or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Owner may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful

CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The Owner will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

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

10.24 *E-Verify*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

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

VILLAGE:	CONTRACTOR:
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:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	140593016
Project:	Water Treatment Plants Protective Coating Systems Restoration		
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

_____ *(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 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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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Village of Palm Springs	Owner's Task Order No.:	
Contractor:		Project Bid No. (ITB #):	
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	140593016
Project:	Water Treatment Plants Protective Coating Systems Restoration		

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:
☐ None
☐ As follows

Amendments to Contractor's responsibilities:
☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

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 _____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 _____ 20__, 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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To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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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. Contractor 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 Contractor, 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 (2) 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

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

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: Kimley-Horn and Associates, Inc. Engineer's Project No.: 140593016

Project: Water Treatment Plants Protective Coating Systems Restoration

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price $ [increase] [decrease]

Contract Time days [increase] [decrease]

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Change Order No. _____

Date of Issuance:		Effective Date:	
Owner:	Village of Palm Springs	Owner's Task Order No.:	
Contractor:		Project Bid No. (ITB #):	
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	140593016
Project:	Water Treatment Plants Protective Coating Systems Restoration	NTP:	

The Contract is modified as follows upon execution of this Change Order:

Description: *[Description of Change]*

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: 180 Days / 210 Days Substantial Completion: _____ Ready for Final Payment: _____ days / dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. __: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the OWNER prior to the effective date of this CHANGE ORDER. The effective date of this Change Order is the date it is approved by the OWNER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the second page of this Change Order).

_____
Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. ____ to the _____Project.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

Field Order No. _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.:

Contractor: Project Bid No. (ITB #):

Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 140593016

Project: Water Treatment Plants Protective Coating Systems Restoration

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

Allowance Release No. _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.:

Contractor: Project Bid No. (ITB #):

Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 140593016

Project: Water Treatment Plants Protective Coating Systems Restoration

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description: *[Description of Work/Reasons for Change]*

Attachments: *[Proposal Backup/Exhibits]*

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

$_____

[Increase] [Decrease] from previously approved Allowance Release No. ___ to No. ___:

$_____

Construction Allowance prior to this Allowance Release:

$_____

[Increase] [Decrease] of this Allowance Release:

$_____

Construction Allowance incorporating this Allowance Release:

$_____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

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: Water Treatment Plants Protective Coating Systems Restoration

REQUIRED: _____

TO: _____ **TASK ORDER #:** _____

_____

_____

REQUEST:

Requested By: _____ **Date:** _____

CONTRACTOR

Signed By: _____

Print Name: _____

ANSWER:

Answered By: _____ **Date:** _____

ENGINEER

Signed By: _____

Print Name: _____

VILLAGE OF PALM SPRING
OFFICE OF THE VILLAGE CLERK

226 Cypress Lane ▪ Palm Springs, FL ▪33461

Affidavit of Compliance with Anti-Human Trafficking Laws

[THIS FORM MUST BE SIGNED AND NOTARIZED]

I, the undersigned, am an authorized officer or agent of _____ [entity's legal name] ("Vendor") and attest that the Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

By:_____

Print Name:_____

Print Title:_____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

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

Notary Seal:

_____

Notary Public Signature

AFFIDAVIT FOR EMPLOYMENT ELIGIBILITY VERIFICATION

(E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Water Treatment Plants Protective Coating Systems Restoration

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

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

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

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

Executed this _____day of _____, 20_____.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

VENDOR:

By: _____

PRINTED NAME: _____

Its: _____

COMPANY LETTERHEAD

MINUTES OF SPECIAL MEETING

OF

(Company Name)

Minutes of Special Meeting of (Company Name) held at (Address) _____

_____ on this _____ day of _____, 20____.

The President called the meeting to consider the following business: The authorization of NAME(S) and NAME(S) to sign any and all documentation with regard to the Company.

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

NAME(S) and NAME(S), have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated _____ _____

PRESIDENT

SAMPLE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, by

_____

_____

Notary Public

Printed Name: _____

My Commission Expires: _____

FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of payment in the amount of $_____, hereby fully releases its claim of lien for labor, services, or materials furnished to _____, on the job of _____, for the following described property:

The undersigned lienor acknowledges final receipt of $_____ and is executing this waiver and release in exchange for a check or checks in the final amount of $_____, this final release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of $_____.

Dated: _____, 2024

Signed and sealed in the presence of:

_____

Witness

_____

Lienor

_____

Witness

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, _____, 20__ before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, as _____of _____a Florida corporation, on behalf of the corporation, and she/he acknowledged before me that she/he executed the same and did so by order of the Board of Directors of the Corporation.

He/She is personally known to me [ ] produced _____as identification [ ]

_____

Notary Public

F.S. 713.20

Current as of February 4, 2010

PARTIAL RELEASE OF CLAIM OF LIEN

The undersigned lienor, in consideration of payment in the amount of $_____, hereby partially releases its claim of lien for labor, services, or materials furnished to _____, on the job of _____, for the following described property:

The undersigned lienor acknowledges previous receipt of $_____ and is executing this waiver and release in exchange for a check or checks in the additional amount of $_____, this partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of $_____.

There remains unpaid $_____

Dated: _____, 20__

Signed and sealed in the presence of:

_____

Witness

_____

Lienor

_____

Witness

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, _____, 20__ before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, as _____of _____a Florida corporation, on behalf of the corporation, and she/he acknowledged before me that she/he executed the same and did so by order of the Board of Directors of the Corporation.

He/She is personally known to me [ ] produced _____as identification [ ]

_____

Notary Public

PART 5

SPECIFICATIONS

Technical Specifications – Preliminary Submittal

MAIN AND RL PRATT WATER TREATMENT PLANTS PROTECTIVE COATING SYSTEMS RESTORATION

Prepared For:
Village of Palm Springs

Prepared By:
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach FL 33411
Ca 00000696

APRIL 2025
PROJECT NO. 140593016

Kimley»Horn

SECTION 01000

TABLE OF CONTENTS

Division	Section	Title
1		**GENERAL REQUIREMENTS**
	01010	Summary of Work
	01150	Measurement and Payment
	01300	Submittals
	01410	Testing Laboratory Services
	01700	Project Closeout
	01720	Project Record Drawings
2		**SITE WORK – NOT USED**
3		**CONCRETE – NOT USED**
4		**MASONRY – NOT USED**
5		**METALS – NOT USED**
6		**WOOD AND PLASTICS – NOT USED**
7		**THERMAL AND MOISTURE PROTECTION**
	07920	Joint Sealants
8		**DOORS AND WINDOWS – NOT USED**
9		**FINISHES**
	09900	Painting

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SCOPE

A. The project scope of work consists, in general, of performing protective coating system restoration work of the infrastructure through a surface preparation and painting program that provides protection of the Village's key assets.

B. Furnish all labor, surface preparation and coating material, tools, rigging, lighting, ventilation, and other related items of equipment and materials necessary to provide a complete restoration to the protective coating of the infrastructures in the Main and RL Pratt Water Treatment Plants including exterior structure walls, piping, fittings, valves, pumps, ground storage tanks, spiractors, metal/concrete supports, light posts and any other items as depicted in these documents. Work in this contract also includes the algae and moss prevention treatment for the exterior roof of the ground storage tanks in both facilities.

C. Clean, prepare, coat, and cure all surfaces in strict accordance with the manufacturer's published recommendations and specifications.

D. Perform all work by the use of skilled workers in a safe and productive manner using equipment and procedures consistent with good coating practices.

E. Colors indicated on the Painting Schedule in the Painting section or shown on the drawings are for reference purposes only and are not final. The final selection of colors will be made in coordination with the Village.

F. The work at the Main and RL Pratt Water Treatment Plants will cover the infrastructure according to the table in Section 09900 – Painting.

G. Contractor's Duties:

1. Except as specifically noted, provide and pay for:
    a. Mobilization and demobilization.
    b. Labor, materials, and equipment.
    c. Electric, water and utilities required for coating and treatment.
    d. Freight and sales tax.
    e. Record Information in a format acceptable to the Engineer. Information will be used by the Engineer for Record Drawing development.
    f. Compliance with all the conditions of the permits issued for this project.

1.2 CONTRACTS

A. Construct the Work under a Lump Sum Price contract in accordance with the contract documents and with the Owner.

B. Subcontractors (when used) shall work directly for the contractor.

1.3 WORK BY OTHERS AND FUTURE WORK

A. The Owner reserves the right to add to the work in accordance with the Contract Documents.

B. The Owner reserves the right to direct purchase significant pieces of equipment and/or materials included in this contract by means of a deductive Change Order to this Contract and issuance of a Purchase Order to the supplier or vendor of the equipment or materials for the purpose of the sales tax end use savings.

1.4 WORK SEQUENCE

A. Sequence of work will be discussed and decided prior to the start of the project. The contractor shall proceed in a manner that is logical for the progression of work.
B. Certain areas may be assigned priority to accommodate Owner's needs.

1.5 CONTRACTOR-FURNISHED PRODUCTS AND RESPONSIBILITIES

A. Products furnished to the site and paid for by Contractor: All products necessary to complete the work described herein these contract documents and specifications to provide a complete and functional coating system.
B. Contractor's Responsibilities:
   1. Review and incorporate Owner-reviewed shop drawings, product data, and samples into the construction of the project.
   2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
   3. Repair or replace items damaged after receipt.
   4. Arrange and pay for product delivery to site.
   5. Handle, store, protect and install all delivered products.
   6. Submit claims for transportation damage and replace damaged, defective, or deficient items.
   7. Arrange for manufacturers' warranties, inspections, and service.
   8. Safety if the work site and employment of necessary protocols to maintain compliance with OSHA requirements and all other necessary items in accordance with the general conditions of this contract.

1.6 PERMITS REQUIRED

A. No permits are anticipated to be required for this project.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

- END OF SECTION -

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SCOPE OF THIS SECTION

A. The following explanation of the Measurement and Payment for the Schedule of Payment items is provided; however, the omission or reference to any item shall not alter the intent of the Bid Form or relieve the Contractor of the necessity of constructing a complete project under this Contract.

B. The quotations prepared by the Contractor for the various items of work are intended to establish a total price for completion of the work in its entirety. Should the Contractor feel that the cost for any particular work item has not been established by the Bid Items or this Section, the Contractor shall notify the Owner prior to submitting a Bid. If no notice is provided by Contractor to the Owner at least three days prior to the date Bids are due, Owner will expect that the submitted Bid includes all costs to complete the Work in its entirety.

C. The Owner reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of construction in accordance with the terms of the Contract.

D. Unit prices, if used, are used as a means for computing the bid, for Contract purposes, for periodic payments, for determining value of additions or deletions.

E. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, tools, transportation, delivery, disposal of waste and surplus material, and backfilling as shown in the plans, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications.

F. Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or ENGINEER do not assume any responsibility for the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.2 SUBMITTALS

A. Project Unit Costs and Payment Information:
   1. Schedule of Values to provide a breakdown of the work within each unit price item.
   2. Application for Payment
   3. Final Application for Payment
   4. Submittals shall be in accordance with Section 01300.

1.3 SCHEDULE OF VALUES

A. Contractor shall prepare a detailed schedule of values for Owner's review with the signed Agreement to the Owner. The schedule shall contain sufficient detail quantifying the component parts of Work for the purpose of making monthly progress payments during the construction period. Monthly progress payments will be based on the percentage of work demolished, procured, prepared, installed, completed, and accepted by the Owner.

B. The schedule shall contain sufficient detail for proper identification of work accomplished. The sum of all scheduled items shall equal the total value of the contract. The sum of the breakdown of each Bid Item shall equal the total value of the Bid Item.

C. Unit Price Work: Reflect unit price quantity and price breakdown from the conformed bid form.

D. Lump Sum Work:
   1. Reflect Schedule of Values
   2. List Bonds and Insurance, Mobilization, Demobilization, Facility Startup and Contract Closeout separately.
   3. Breakdown Divisions 1 through 9 with appropriate subdivision of each Specification.

E. An unbalanced, front end loaded schedule will not be accepted by Owner.

1.4 APPLICATION FOR PAYMENT

A. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on a unit price basis, and a listing of Owner selected equipment, if applicable, and allowances, as appropriate.

B. Preparation:
   1. List each Change Order and Written Amendment executed prior to date of submission as a separate line item.
   2. Submit application for payment, a listing of materials on hand as applicable, and such supporting data as may be requested by the Owner/Engineer.
   3. Include Owner's Application for Payment Cover Sheet and partial or full releases of liens, as appropriate, for all subcontractors, suppliers, and Contractor.

1.5 COSTS INCLUDED IN PAYMENT ITEMS

A. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.
   1. Clearing and grubbing.
   2. Trench excavation, including necessary pavement removal, except as otherwise specified.
   3. Structural fill, backfill, density testing and grading.
   4. Replacement of unpaved roadways, grass and shrubbery plots.
   5. Cleanup.
   6. Foundation and borrow materials, except as hereinafter specified.
   7. Testing and placing existing AND new systems in operation, as described in the contract documents.
   8. Any material and equipment required to be installed and utilized for tests.
   9. Maintaining the existing quality of service during construction.

10. Maintaining or detouring of the traffic, with all equipment and manpower to comply with Roadway and Traffic Standards, FDOT Indices 600, 601, 602, 603, 605, 607, 611, 612, 613, 616, 617, 618, 619, 625, 628, 630, and 635.
11. Appurtenant work as required for a complete and operable system.
12. Cost for security (if special circumstances apply, approval must be received by the Engineer, in writing).
13. Record drawings.
14. Material storage areas.
15. Disposal of excess fill and debris.
16. Scheduling and calling for utility locates.

B. Cleanup - Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

C. Work Outside Authorized Limits - No payment will be made for work constructed outside the authorized limits of work.

1.6 CHANGE ORDER PROCEDURE

A. As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

B. The following procedure shall be used in processing Change Orders:

C. For Additions to the Work:

1. The Owner shall issue a written order to the CONTRACTOR directing them to accomplish the additional work. The CONTRACTOR shall review the order and if they feel that the additional work entitles them to additional payment or additional time, they may submit a claim as prescribed in the General Conditions of the Contract.

D. For Deletions from the Work:

1. The Owner shall issue a written order to the CONTRACTOR directing them to make the change. If the Owner feels that the contract price should be reduced as a result of the change, the Owner shall make a claim for the reduction as provided in the General Conditions of the Contract.

E. Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the General Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 BID ITEMS

A. <u>Bid item #1 – Mobilization/De-mobilization</u>

1. The quantity to be paid for under this Section shall be on a lump sum basis. The Contractor's lump sum price shall include full compensation for all work related to mobilization and

demobilization, and any other related work, except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.

2. Basis of Payment: Payment shall be made at the Contract Lump Sum Price and shall include, but not be limited to, the preparatory work and operations in mobilizing for beginning work on the project, including those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and establishment of temporary provisions, controls, and utilities. This item shall include those permits that are required to be obtained by the contractor. This item shall also include field surveying/layout and complete record drawings in accordance with the project specifications and the applicable standards.
3. The items specified in this Section consist of the costs of any pre and post construction expenses necessary for the start and completion of the project, excluding the cost of construction materials. The sum of mobilization and demobilization shall not exceed 10% of the contract price. Partial Payments for mobilization shall be as follows:

Construction Percent Complete Lump	Allowable Percent of Sum for Mobilization
5%	25%
10%	50%
25%	75%
100%	100%

B. Bid Item #2 – Bonds and Insurance
   1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum basis. The work specified in this Section consists of securing the appropriate bonds and insurance policies in the amounts specified by the contract documents.
   2. Basis of Payment: Payment shall be made at the Contract Lump Sum Price and shall include all compensation for bonds, insurance and indemnification in accordance with the Contract documents.

C. Bid item #3 – Main WTP Protective Coating System Restoration
   1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
   2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to restore the protective coating systems on all the infrastructure mentioned in the contract documents, drawings, and photo study. Work also includes the algae and moss prevention treatment for the roof of the ground storage tanks in the Main WTP and any other items shown on the contract drawings and required for a complete and functional system.

D. Bid Item #4 – Main WTP Contingency/Allowance
   1. Included in this allowance is work associated with undefined conditions or reasonably anticipated conditions associated with the Work. This is an allowance, to be used solely at the discretion of the Owner and any to be completed under this item must be specifically approved in writing by the Owner, prior to the Work being initiated. Owner must approve in writing the mutually agreed upon total cost and additional time (if any) associated with said Work. Any work completed by the Contractor, under this Bid/Pay Item without the Owner's

prior written approval will not be approved for payment by the Owner. The Owner reserves the right to award any, all, or none of the money associated with this allowance.

E. Bid item #5 – RL Pratt WTP Protective Coating System Restoration
   1. The quantity to be paid for under this Section shall be on a lump sum basis, based on the percentage of the Item completed, and accepted by Owner.
   2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not limited to, furnishing all materials, labor, and equipment required to restore the protective coating systems on all the infrastructure mentioned in the contract documents, drawings, and photo study. Work also includes the algae and moss prevention treatment for the roof of the ground storage tanks in the RL Pratt WTP and any other items shown on the contract drawings and required for a complete and functional system.

F. Bid Item #6 – RL Pratt WTP Contingency/Allowance
   1. Included in this allowance is work associated with undefined conditions or reasonably anticipated conditions associated with the Work. This is an allowance, to be used solely at the discretion of the Owner and any to be completed under this item must be specifically approved in writing by the Owner, prior to the Work being initiated. Owner must approve in writing the mutually agreed upon total cost and additional time (if any) associated with said Work. Any work completed by the Contractor, under this Bid/Pay Item without the Owner's prior written approval will not be approved for payment by the Owner. The Owner reserves the right to award any, all, or none of the money associated with this allowance.

3.2 NON-PAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:
   1. Loading, hauling, and disposing of rejected material.
   2. Quantities of excavated material wasted or disposed of in manner not called for under Contract Documents.
   3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
   4. Material not unloaded from transporting vehicle.
   5. Defective Work not accepted by Owner.
   6. Material remaining on hand after completion of Work.

3.3 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored for this project.
B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.
C. Final Payment will not be made until final release of liens has been received for Contractor, Sub-contractor, suppliers, and vendors, and all punch list items are complete and acceptable to Owner/Engineer.

– END OF SECTION –

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SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Contractor shall submit to the Engineer, shop drawings, project data and samples required by specification sections.

1.2 SCHEDULES

A. Contractor shall prepare and submit a Construction Schedule.
B. Contractor shall prepare and submit a separate schedule listing dates for submission of shop drawings and projected return dates.
C. Schedules shall be updated and re-submitted on a monthly basis throughout the duration of the project.
D. Contractor shall prepare and submit two-week look ahead schedules bi-weekly throughout duration of the project.
E. Contractor shall coordinate all work with OWNER operations staff. Construction activities that impact operations require 48 hours advance notice and approval from the OWNER.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

A. Original drawings, prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate portions of the Work; showing fabrication, layout, setting, or erection details including, but not limited to the following:
   1. Coating Systems
   2. Wire brush/Grinding Plan
   3. Sandblasting Plan
B. Prepare submittals by a qualified detailer.
C. Identify details by reference to sheet numbers and detail shown on Contract Drawings.

2.2 PROJECT DATA

A. Manufacturer's standard schematic drawings:
   1. Modify drawings to delete information which is not applicable to project.
   2. Supplement standard information to provide additional information applicable to project.
B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
   1. Clearly mark each copy to identify pertinent materials, products or models.
   2. Show dimensions and clearances required.
   3. Show performance characteristics and capacities.

2.3 SAMPLES

A. Physical examples to illustrate materials, equipment, or workmanship, and to establish standards by which completed work is judged.
B. Office samples of sufficient size and quantity to clearly illustrate:
   1. Functional characteristics of product or material, with integrally related parts and attachment devices.
   2. Full range of color samples.

2.4 PAY REQUESTS

A. Pay Requests shall be made in accordance with the requirements of the Agreement between Owner and Contractor. Payment requests shall include updated schedules as required in required 01300-1.2.

PART 3 - EXECUTION

3.1 SUBMISSION REQUIREMENTS

A. Schedule submissions at least 14 days before dates reviewed submittals will be needed.
B. Submit number of copies of Shop Drawings, Project Datum and Samples which Contractor requires for distribution plus 4 copies for the Owner and Engineer.
C. Accompany submittals with transmittal letter, in duplicate, containing:
   1. Date.
   2. Project title and number.
   3. Contractor's name and address.
   4. Notification of deviations from Contract Documents.
   5. Other pertinent data.
D. Submittals must include:
   1. Date of submittal and revision dates.
   2. Project title and number.
   3. The names of:
      a. Engineer.
      b. Contractor.
      c. Subcontractor.
      d. Supplier.
      e. Manufacturer.
      f. Separate detailer when pertinent.
   4. Identification of product or material.
   5. Relation to adjacent structure or materials.
   6. Field dimensions clearly identified as such.
   7. Identification of deviations from Contract Documents.
   8. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

3.2 RESUBMISSION REQUIREMENTS

A. Shop Drawings:
   1. Revise initial drawings as required and resubmit as specified for initial submittal.
   2. Clearly indicate on shop drawings all changes or revisions which have been made other than those requested by Engineer.
   3. Re-submittals without all comments from original review addressed will be returned to the contractor.

B. Project Data and Samples:
   1. Submit new datum and samples as required for initial submittal.

3.3 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute copies of Shop Drawings and Project Datum which carry Engineer's stamp, to:
   1. Contractor's file.
   2. Job site file.
   3. Record Documents file.
   4. Other prime contractors.
   5. Subcontractors.
   6. Supplier.
   7. Fabricator.

B. Distribute samples as directed.

- END OF SECTION -

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SECTION 01410

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Contractor shall employ and pay for services of an Independent Testing Laboratory to perform specified services.
B. Inspection, Sampling and Testing is required for:
   1. Painting – Mil thickness
   2. Other operations specified in these specifications or as required by the Engineer.
C. Contractor's employment of Testing Laboratory shall in no way relieve Contractor of their obligation to perform Work in accordance with Contract.

1.2 QUALIFICATION OF LABORATORY

A. Meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, published by American Council of Independent Laboratories.
B. Meet basic requirements of ASTM E 329-90 "Standard Practice for Use in the Evaluation of Testing Agencies for Concrete and Steel as Used in Construction".
C. Certified in the State of Florida in accordance with FDEP requirements.

1.3 LABORATORY DUTIES; LIMITATIONS OF AUTHORITY

A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
B. Perform specified inspections, sampling and testing of materials and methods of construction:
   1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
   2. Ascertain compliance with requirements of Contract Documents.
C. Promptly notify Engineer, and Contractor, of irregularities or deficiencies of Work which are observed during performance of services.
D. Promptly submit 2 copies of reports of inspections and tests to Engineer, including:
   1. Date issued.
   2. Project title and number.
   3. Testing Laboratory name and address.
   4. Name of Inspector
   5. Date of inspection or sampling.
   6. Record of temperature and weather.
   7. Date of test.
   8. Identification of product and specification section.
   9. Location in project.
   10. Type of inspection or test.
   11. Observations regarding compliance with Contract Documents.
E. Laboratory is not authorized to:
   1. Release, revoke, alter, or enlarge on, requirements of Contract Documents.

2. Approve or accept any portion of Work.
3. Perform any duties of the Contractor.

1.4 CONTRACTOR'S RESPONSIBILITIES

A. Select laboratory, and coordinate testing with Lab and Engineer's representative.
B. Cooperate with Laboratory personnel, provide access to Work.
C. Provide to Laboratory, preliminary representative samples of materials to be tested, in required quantities.
D. Furnish copies of mill test reports.
E. Furnish casual labor and facilities:
   1. To provide access to Work to be tested.
   2. To obtain and handle samples at the site.
   3. To facilitate inspections and tests.
   4. For Laboratory's exclusive use for storage and curing of test samples.
F. Notify Laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.
G. Pay for services of the Testing Laboratory to perform additional inspections, sampling and testing required:
   1. For Contractor's convenience.
   2. When initial tests indicate Work does not comply with Contract Documents.
   3. Such payment shall be made directly by the Contractor.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

- END OF SECTION -

SECTION 01700

PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

A. Comply with requirements stated in the Agreement between Owner and Contractor and in Specifications for administrative procedures in closing out the Work.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Section 01720 - Project Record Drawings

1.3 SUBSTANTIAL COMPLETION

A. Substantial completion shall be defined as beneficial use of all proposed equipment. Beneficial use will not occur until all new coating and required restoration has been accepted by the Owner and Engineer of record.
B. The Contractor shall deliver to the Engineer the Record Drawings and a draft copy of the Operations and Maintenance manuals for review and deliver to the Owner a complete set of all spare parts.
C. When Contractor considers the Work is substantially complete, Contractor shall submit to Engineer:
   1. A written notice that the Work or designated portion thereof, is substantially complete.
D. Within a reasonable time after receipt of such notice, Engineer will perform a field investigation to determine the status of completion.
E. Should Engineer determine that the Work is not substantially complete:
   1. Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
   2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.
   3. Engineer will reinvestigate the Work.
F. When the Engineer finds that the Work is substantially complete, he will:
   1. Prepare and deliver to Owner a tentative Certificate of Substantial Completion, with a tentative list of items to be completed or corrected before final payment.
   2. After consideration of any objections made by the Owner and when Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.4 FINAL SITE REVIEWS

A. When Contractor considers Work is complete, he shall submit written certification that:
   1. Contract Documents have been reviewed.
   2. Work has been investigated for compliance with Contract Documents.
   3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
5. Work is completed and ready for Final Investigation.

B. Engineer will perform a field investigation to verify the status of completion with reasonable promptness after receipt of such certification.
C. Should Engineer consider that the Work is incomplete or defective:
1. Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to Engineer that the Work is complete.
3. Engineer will reinvestigate the Work.
D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

A. Project Record Drawings to the requirements specified.
B. Operating and Maintenance Manuals to the requirements specified.
C. Contractor's affidavit of payment of debts and claims.
1. Contractor's release or waiver of liens.
D. Separate releases or waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner, together with list of those parties.

1.6 FINAL ADJUSTMENTS OF ACCOUNTS

A. Submit a final statement of accounting to Engineer.
B. Statement shall reflect all adjustments to the Contract Sum:
1. The original Contract Sum.
2. Additions and deductions resulting from:
a. Previous Change Orders.
b. Allowances.
c. Unit Prices.
d. Deductions for uncorrected Work.
e. Deductions for liquidated damages.
f. Deductions for re-inspection payments.
g. Other adjustments.
3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.
C. Engineer will prepare a final Change Order reflecting approved adjustments to the Contract Sum which was not previously made by Change Orders.

1.7 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Condition of the Contract.

1.8 FINAL CERTIFICATE FOR PAYMENT

A. Engineer will issue final certificate in accordance with provisions of the Contract Documents.

1.9 POST-CONSTRUCTION INSPECTION

A. Prior to expiration of one year from Date of Substantial Completion, Engineer will make visual field investigation of Project in company with Owner and Contractor to determine whether correction of Work is required, in accordance with provisions of the Contract Documents.
B. For Guarantees beyond one year, Engineer will make field investigations at request of Owner, after notification to Contractor.
C. Engineer will promptly notify Contractor, in writing, of any observed deficiencies.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

- END OF SECTION -

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SECTION 01720

PROJECT RECORD DRAWINGS

PART 1 - GENERAL

1.1 PROJECT RECORD DOCUMENTS

A. Maintain at the site for the Owner one record copy of:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other Modifications to the Contract.
   5. Engineer Field Orders or written instructions.
   6. Reviewed Shop Drawings.
   7. Field test records.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Conditions of the Contracts
B. Section 01700 – Project closeout

1.3 MAINTENANCE OF DOCUMENTS

A. Store documents in approved location apart from documents used for construction.
B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
C. Make documents available at all times for inspection by Engineer and Owner. Record drawing information shall be maintained concurrently with Pay Requests and updated project schedules.

1.4 MARKING DEVICES

A. Provide ink marking pens for recording information in a color code.

1.5 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.
B. Record information currently with construction progress.
   1. Do not conceal any work until required information is recorded.
C. Drawings shall be drawn to record actual construction:
   1. Field changes of dimension and detail.
   2. Changes made by Field Order or by Change Order.
   3. Details not on original Contract Drawings.
D. Specifications and Addenda; Legibly mark each Section to record:
   1. Manufacturer, trade name, catalog number, and supplier of each item actually installed.
   2. Changes made by Field Order or by Change Order.

1.6 SUBMITTAL

A. At Contract Close-out, Record Documents shall be submitted to Engineer in the following formats for Owner:
   1. One set on 24” x 36”.
B. Accompany submittal with transmittal letter in duplicate, containing:
   1. Date.
   2. Project title and number.
   3. Contractor's name and address.
   4. Title and number of each record document.
   5. Signature of Contractor or his authorized representative.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

- END OF SECTION -

SECTION 07920

JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes sealants for the following applications, including those specified by reference to this Section:
B. This Section includes sealants for the following applications:
   1. Exterior joints in the following vertical surfaces:
      a. Joints between metal panels.
      b. Joints between different materials listed above.
      c. Perimeter joints between materials listed above and frames of doors and windows.
      d. Other joints as indicated.
   2. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
      a. Control and expansion joints on exposed interior surfaces of exterior walls.
      b. Perimeter joints of exterior openings where indicated.
      c. Perimeter joints between interior wall surfaces and frames of interior doors, and windows.
      d. Joints between plumbing fixtures and adjoining walls, floors, and counters.
      e. Other joints as indicated.

1.3 PERFORMANCE REQUIREMENTS

A. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.
B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
C. Samples for Verification: For each type and color of joint sealant required. Install joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
D. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.
E. Compatibility and Adhesion Test Reports: From sealant manufacturer indicating the following:
   1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.

2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

F. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.

G. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).
3. When joint substrates are wet.

B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.

C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.8 WARRANTY

A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified in the sealant schedules at the end of Part 3.
B. Products: Subject to compliance with requirements, provide one of the products indicated for each type in the sealant schedules at the end of Part 3.

2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
B. Colors of Exposed Joint Sealants: As selected by Owner from manufacturer's full range for this characteristic.

2.3 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant in the Elastomeric Joint-Sealant Schedule at the end of Part 3, including those referencing ASTM C 920 classifications for type, grade, class, and uses.
B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified in the Elastomeric Joint-Sealant Schedule to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
C. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

2.4 SOLVENT-RELEASE JOINT SEALANTS

A. Acrylic-Based Solvent-Release Joint-Sealant Standard: Comply with ASTM C 1311 for each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3.
B. Acrylic-Based Solvent-Release Joint-Sealant Standard: Comply with FS TT-S-00230 for each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3.
C. Butyl-Rubber-Based Solvent-Release Joint-Sealant Standard: Comply with ASTM C 1085 for each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3.
D. Pigmented Narrow Joint Sealant: For each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3 provide manufacturer's standard, solvent-release-curing, pigmented, synthetic-rubber sealant complying with AAMA 803.3 and formulated for sealing joints 3/16 inch (5 mm) or smaller in width.

2.5 LATEX JOINT SEALANTS

A. Latex Sealant Standard: Comply with ASTM C 834 for each product of this description indicated in the Latex Joint-Sealant Schedule at the end of Part 3.

2.6 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
B. Cylindrical Sealant Backings: ASTM C 1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
   1. Type C: Closed-cell material with a surface skin.

2.7 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
   2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:

a. Concrete.
b. Masonry.
c. Unglazed surfaces of ceramic tile.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
   a. Metal.
   b. Glass.
   c. Porcelain enamel.
   d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Do not leave gaps between ends of sealant backings.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.

E. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
   1. Place sealants so they directly contact and fully wet joint substrates.
   2. Completely fill recesses provided for each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   1. Remove excess sealants from surfaces adjacent to joint.

2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
4. Provide flush joint configuration, per Figure 5B in ASTM C 1193, where indicated.
5. Provide recessed joint configuration, per Figure 5C in ASTM C 1193, of recess depth and at locations indicated.
   a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

3.4 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

3.6 ELASTOMERIC JOINT-SEALANT SCHEDULE

A. Acid-Curing Silicone Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
   1. Products: Available products include the following:
      a. Chem-Calk 1200; Bostik Inc.
      b. 999-A; Dow Corning.
      c. Trademate Glazing; Dow Corning.
      d. Construction 1200; GE Silicones.
      e. Contractors SCS1000; GE Silicones.
      f. SCS1702F; GE Silicones.
      g. HiFlex 392; NUCO Industries, Inc.
      h. NuFlex 302; NUCO Industries, Inc.
      i. HM 270; Ohio Sealants, Inc.
      j. 860; Pecora Corporation.
      k. 863; Pecora Corporation.
      l. PSI-601; Polymeric Systems, Inc.
      m. OmniPlus; Sonneborn Building Products Div., ChemRex Inc.
      n. Proglaze; Tremco.
      o. Tremsil 300; Tremco.
   2. Type and Grade: S (single component) and NS (nonsag).
   3. Class: 25.
   4. Use Related to Exposure: NT (nontraffic).

5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.
   a. Use O Joint Substrates: Coated glass, color anodic aluminum, aluminum coated with a high-performance coating, galvanized steel, and ceramic tile.
6. Applications: General glazing & sealing (not for use on masonry).

B. Mildew-Resistant Silicone Sealant: Where joint sealants of this type are indicated, provide products formulated with fungicide that are intended for sealing interior ceramic tile joints and other nonporous substrates that are subject to in-service exposures of high humidity and temperature extremes, and that comply with the following:
1. Products: Available products include the following:
   a. 786 Mildew Resistant; Dow Corning.
   b. Sanitary 1700; GE Silicones.
   c. NuFlex 302; NUCO Industries, Inc.
   d. 898 Silicone Sanitary Sealant; Pecora Corporation.
   e. PSI-611; Polymeric Systems, Inc.
   f. Tremsil 600 White; Tremco.
2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 25.
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.
   a. Use O Joint Substrates: Coated glass, color anodic aluminum, aluminum coated with a high-performance coating, galvanized steel, and ceramic tile.
6. Applications: Use in joints between plumbing fixtures and adjoining walls, floors and counters.

C. Single-Component Nonsag Urethane Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
1. Products: Available products include the following:
   a. Vulkem 116; Mameco International.
   b. Vulkem 230; Mameco International.
   c. Sikaflex - 1a; Sika Corporation.
   d. NP 1; Sonneborn Building Products Div., ChemRex Inc.
2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 25.
4. Use[s] Related to Exposure: NT (nontraffic).
5. Applications: General exterior sealant for use in active joints and where sealant may be exposed to physical abuse..

D. Multicomponent Nonsag Urethane Sealant : Where joint sealants of this type are indicated, provide products complying with the following:
1. Products: Provide one of the following:
   a. Chem-Calk 2641; Bostik Inc.
   b. Vulkem 227; Mameco International.
   c. Vulkem 922; Mameco International.
   d. Elasto-Thane 920 Gun Grade; Pacific Polymers, Inc.
   e. Dynatred; Pecora Corporation.

f. PSI-270; Polymeric Systems, Inc.
g. NP 2; Sonneborn Building Products Div., ChemRex Inc.

2. Type and Grade: M (multicomponent) and NS (nonsag).
3. Class: 25.
4. Use[s] Related to Exposure: NT (nontraffic).
5. Applications: Concrete tilt wall panel joints

3.7 LATEX JOINT-SEALANT SCHEDULE

A. Latex Sealant: Where joint sealants of this type are indicated, provide products complying with the following:

1. Products: Available products include the following:
   a. Chem-Calk 600; Bostik Inc.
   b. NuFlex 330; NUCO Industries, Inc.
   c. LC 160 All Purpose Acrylic Caulk; Ohio Sealants, Inc.
   d. AC-20; Pecora Corporation.
   e. PSI-701; Polymeric Systems, Inc.
   f. Sonolac; Sonneborn Building Products Div., ChemRex, Inc.
   g. Tremflex 834; Tremco.
2. Applications: General purpose interior caulking

- END OF SECTION -

SECTION 09900

PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide all labor, materials, apparatus, scaffolding, and all appurtenant work in connection with painting and protective coatings, complete as indicated, specified and required.

B. The work includes painting and finishing of all existing exterior exposed items above grade and surfaces, located at the Main and RL Pratt Water Treatment Plants. The omission of minor items in the Schedule of Work shall not relieve the Contractor of his obligation to include such items where they come within the general intent of the Specification as stated herein.

C. The following items shall not be painted:
   1. Any code-requiring labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
   2. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated.
   3. Aluminum handrails (except where in contact with concrete) walkways, windows, louvers and grating unless otherwise specified herein.
   4. Signs and nameplates.
   5. Finish hardware.
   6. Chain link fence.
   7. THM towers.
   8. Gutters.
   9. Piping buried in the ground or embedded in concrete.
   10. Concealed surfaces of pipe or crawl space.
   11. Nonferrous metals, unless specifically noted otherwise.
   12. Electrical switchgear and motor control centers.
   13. Stainless steel angles, tubes, pipe, etc.
   14. Products with polished chrome, aluminum, nickel or stainless steel finish.
   15. Plastic switch plates and receptacle plates.
   16. Flexible couplings, lubricated bearing surfaces, insulation and metal and plastic pipe interior.
   17. Sprinkler heads.
   18. Lifting chain on cranes and hoists
   19. Electrical cable, festooned conductor system, cables, collector pole brackets, etc.

D. All work shall be done in strict accordance with this Specification, the Design Drawings and the painting package, including manufacturer's printed instructions.

E. The Contractor will obtain, at its own expense, all permits, licenses and inspections and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the Work. This compliance will include Federal Public Law 91-596 more commonly known as the "Occupational Safety and Health Act of 1970".

F. In addition to the application of coatings, the following procedures are to be performed:
   1. Not Used.
G. It is the Contractor's responsibility to examine areas and conditions under which coating systems are to be applied, and to notify the Owner of areas or conditions which are not acceptable. Do not begin surface preparation or application until areas or conditions have been corrected.
H. Paint all existing called out exposed surfaces normally painted in the execution of a new project. Where items or surfaces are not specifically mentioned, or are not specifically excluded from the painting work, paint these the same as adjacent similar materials or areas.
I. Clean, prepare, coat, and cure all surfaces in strict accordance with the manufacturer's published recommendations and specifications.
J. Perform all work by the use of skilled workpeople in a safe and productive manner using equipment and procedures consistent with good coating practices.

1.2 DEFINITIONS

A. Owner – The term owner is used to refer to either the owner or an appointed owner's representative such as an engineer, architect, etc.
B. Specifier – Project specifier, which may refer to either the Owner or the owner's appointed representative.
C. Contractor – Selected general contractor who is awarded the project. This term also encompasses all subcontractors who are performing surface preparation or application of coatings.
D. Manufacturer – Coating manufacturer or manufacturer's authorized representative:
   1. Basis of Specification: Tnemec Company, Inc., represented by Florida Protective Coatings Services, Inc.
E. Paint and Coating – The words "Paint" and Coating" may be used interchangeably within this document to refer to paints and high-performance coatings.
F. All film thicknesses within this specification are listed in dry mils.
G. Abbreviations:
   1. DFT – Dry film thickness.
   2. Mils – All listed mils are dry film thicknesses.
   3. AMPP – The Association for Materials Protection and Performance.
   4. SSPC – AMPP, formerly known as The Society for Protective Coatings.
   5. NACE – AMPP, formerly known as National Association of Corrosion Engineers.
   6. Exterior - Outside, exposed to weather
   7. Interior Dry - Inside, concealed or protected from weather
   8. Interior Wet - Inside, subject to immersion services
   9. ASTM - American Society of Test Materials
   10. 1NSF - National Sanitation Foundation
   11. 1AWWA - American Water Works Association
   12. ICRI - International Concrete Restoration Institute
   13. NAPF – National Association of Pipe Fitters
   14. Dry Film Thickness shall be in Mils

H. Surface Preparation Standards:
1. SSPC-SP1: Solvent Cleaning: Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter and contaminates, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.
2. SSPC-SP2: Hand Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by hand chipping, scraping, sanding and wire brushing.
3. SSPC-SP3: Power Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing and grinding.
4. SSPC-SP5/NACE No.1: White Metal Blast Cleaning: Complete removal of all mill scale, rust, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.
5. SSPC-SP6/NACE No.3: Commercial Blast Cleaning: Complete removal of all dirt, rust scale, mill scale, foreign matter and previous coating, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least 66% of each square inch of surface area is to be free of all visible residues, except slight discoloration.
6. SSPC-SP7/NACE No.4: Brush-Off Blast Cleaning: Removal of rust scale, loose mill scale, loose rust and loose coatings, leaving tightly-bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast cleaning shall remove all laitance, form oils and solid contaminates. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bugholes, air pockets and other subsurface irregularities, but so as not to expose underlying aggregate.
7. SSPC-SP10/NACE No.2: Near-White Blast Cleaning: Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale and small specks of previous coating. At least 95% of each square inch of surface area is to be free of all visible residues and the remainder shall be limited to slight discoloration.
8. SSPC-SP11: Power Tool Cleaning to Bare Metal: Complete removal of rust, rust scale, mill scale, foreign matter and previous coatings, etc., to a standard as specified on a Commercial Grade Blast Cleaning (SSPC-SP-6, NACE-3) by means of power tools that will provide the proper degree of cleaning and surface profile.
9. SSPC-SP13/NACE No.6: Surface Preparation of Concrete: Provides requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems.
10. International Concrete Restoration Institute (ICRI):
    a. ICRI 310.1R - Exposed Reinforcing bar (Rebar) Repair
    b. ICRI-CSP 1 – 10: Concrete Surface Profiles 1 through 10
11. SSPC-SP14/NACE No.8: Industrial Blast Cleaning: An industrial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Traces of tightly adherent mill scale, rust, and coating residues are permitted to remain on 10% of each unit area of the surface if they are evenly distributed.
12. SSPC-SP15: Commercial Grade Power Tool Cleaning: A commercial grade power tool cleaned steel surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except as

noted. Random staining shall be limited to no more than 33% of each unit area of surface as defined.

13. SSPC-SP16: Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steel, and Non-Ferrous Metals: brush-off blast cleaned non-ferrous metal surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. Bare metal shall have a uniform angular anchor profile of at least 0.75 mils.
14. SSPC-SP18: Thorough Spot and Sweep Blast Cleaning for Industrial Coating Maintenance: A thorough spot and sweep blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Areas of exposed steel shall be cleaned to near white metal level (Reference SSPC-SP10). Retained coatings shall have no visible chalk, cracks, blisters, residual corrosion staining, delamination, or other defects after the blasting, and shall be uniformly roughened. Retained existing coating shall have sufficient adhesion that it cannot be removed by lifting with a dull putty knife. No loose or lifted edges may remain.
15. Visual standards "Pictorial Surface Preparation Standards for Painting Steel Surfaces", and the National Association of Corrosion Engineer, "Blasting Cleaning Visual Standards" TM-01-70 and TM-01-75 shall be considered as standards for proper surface preparation.
16. NAPF 500-03-04:
    a. Internal Pipe Surface: When viewed without magnification, the internal surfaces shall be free of all visible dirt, dust, annealing layer, rust, mold, coatings, and other foreign matter. Random staining and tightly adhered annealing oxide residue shall be limited to no more than 5%.
    b. External Pipe Surface: When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold, coatings, and other foreign matter.
17. NAPF 500-03-05: Fitting Blast Clean #2: When viewed without magnification, no more than 5% staining may remain on the surface and the exterior surfaces shall be free of all visible dirt, dust, annealing oxide, rust, mold, coatings, and other foreign matter.

1.3 RESOLUTION OF CONFLICTS

A. It shall be the responsibility of the Contractor to arrange a meeting prior to the start of any coating applications between the Contractor, the Coating Manufacturer whose products are to be used, and the Owner. All aspects of surface preparation, application and coating systems as covered by this Specification will be reviewed at this meeting.
B. Clarification shall be requested promptly from the Owner when instructions are lacking, conflicts occur in the Specifications, or the procedure seems improper or inappropriate for any reason.
C. Copies of all manufacturer's instructions and recommendations shall be furnished to the Owner by the Contractor.
D. It shall be the responsibility of the Coating Manufacturer to have their representative meet in person with the Contractor and Owner before and during the job as a consultant on proper preparation and application of the coating materials unless a meeting is determined to be unnecessary by the Owner.

1.4 ACTION SUBMITTALS

A. All submittals must comply with Owner-specified submittal procedures.
B. Product Data Sheets.
   1. Contractor shall submit coating material manufacturer's printed technical data sheets for products intended for use in each coating system.
   2. Data sheets shall fully describe material as to its intended use, generic description, recommended surface preparation and application conditions, primers, material mixing and application (including recommended dry mil thickness recoat time), precautions, safety and maintenance cleaning directions.
C. Safety Data Sheets. Safety Data Sheets (SDS) shall accompany all submittals and shall be easily available for access at the job site during all activities.
D. Project references as outlined in Article 1.6.
E. Copy of any required certificates, to demonstrate compliance with Article 1.6.
F. Coating Schedule: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 ONE MANUFACTURER

A. All coatings shall be the product of one manufacturer as specified in this document.

1.6 QUALITY ASSURANCE

A. Third party Inspection:
   1. Owner reserves the right to utilize third-party inspection services on this project.
   2. If utilized, initial third-party inspection services shall be provided at no additional cost to the Contractor.
B. Manufacturer's Qualifications:
   1. Specialize in manufacture of high-performance coatings with a minimum of 100 years successful experience.
   2. Able to demonstrate successful performance on comparable projects.
   3. Single-Source Responsibility: All coatings shall be products of a single manufacturer.
C. Manufacturer's Representative:
   1. The Contractor shall require the manufacturer to furnish a manufacturer's qualified technical representative to visit the project site for technical support as required and ordered and as may be necessary to resolve field questions or problems attributable to or associated with the manufacturer's products furnished under this Contract or the application thereof.
D. Contractor's Qualifications:
   1. Contractor must have a minimum of an AMPP Level 1 Basic Coatings Inspector on staff for no less than 6 months, and must submit proof of this credential with their bid.
   2. Experience in application of specified coatings for a minimum of 5 years on projects of similar size and complexity to this work.
   3. Contractor must comply with all relevant OSHA safety regulations.
   4. Use best practices to carry out corrosion prevention activities in the field.
   5. Use best practices in environmental protection to prevent environmental degradation, and to ensure careful handling of all hazardous materials.

6. The Contractor must submit, with their bid, a letter of recommendation from the basis of design product manufacturer. This letter shall confirm that the Contractor's ability to apply the specified coatings.
7. The Contractor must submit, with their bid, a list of a minimum 5 completed projects of similar size and complexity to this work, with the use of the design product manufacturer's coatings. Include for each project:
   a. Project name & location
   b. Name and contact of owner
   c. Name and contact of specifier
   d. Approximate area of coatings applied
   e. Total project amount value
   f. Date of completion

E. Pre-Application Meeting:
1. A pre-application meeting shall be held at least two (2) weeks before the start of application of coating systems. All parties who directly affect the project shall attend, including the Contractor, Manufacturer, and Owner.
2. The pre-application meeting shall include a review of any circumstances which may impact the project including, but not limited to, the following:
   a. Environmental requirements
   b. Protection of Surfaces not scheduled to be coated
   c. Surface Preparation
   d. Ventilation
   e. Application
   f. Cleaning
   g. Disinfection
   h. Repair
   i. Field Quality Control
   j. Protection of coating systems
   k. 11-month walkthrough
   l. Coordination with other projects

F. 11-Month Walkthrough:
1. The Owner shall organize a project meeting for 11 months after the final completion date which the Contractor, Manufacturer, and Owner shall attend. Participants will perform a walkthrough of the project and resolve any workmanship or materials discrepancies.

1.7 DELIVERY, STORAGE, AND HANDLING

A. All coatings shall be delivered to the mixing room in unbroken containers, bearing the manufacturer's brand, date of manufacture, and name. They shall be used without alteration and mixed, thinned, and applied in strict accordance with manufacturer's directions for the applicable materials and surface before using.

B. Coatings shall be delivered to the job site in the original unopened containers, bearing the manufacturer's label. A Product Data Sheet and Safety Data Sheets for all coatings shall be obtained from the Manufacturer for each shipment of materials to the job site. Coatings shall

be stored in a dry, well-ventilated area, not in direct contact with the ground, where the temperature is maintained within the Manufacturer's written recommended limits.

C. Damaged materials and/or materials exceeding the shelf life shall not be used.
D. The Contractor will be responsible for storing coatings onsite in accordance with the Manufacturer's latest written recommendations.
E. Coatings shall be mixed in proper containers of adequate capacity. All coatings shall be mixed in accordance with the Manufacturer's latest written recommendations. No unauthorized thinners or other materials shall be added to any coatings. Air shall not be used directly for agitation. Pigmented material shall be strained after mixing. Catalyzed materials may not be used beyond the recommended pot life.
F. Owner may request a notarized statement from Contractor detailing all materials used on the project.
G. Work areas will be designated by the Owner for storage and mixing of all materials. Materials shall be in full compliance with the requirements of pertinent codes and fire regulations. Proper containers outside of the buildings shall be provided and used for wastes, and no plumbing fixture shall be used for this purpose.
H. Contractor will be responsible for disposal of all waste, empty containers, etc.
I. All recommendations of the Manufacturer in regard to the health and safety of workmen shall be followed.

1.8 FIELD CONDITIONS

A. All coatings shall be applied in dry and dust-free environment.
B. No coating shall be applied when temperatures are outside the manufacturers written recommended limits.
C. No coating shall be applied to wet or damp surfaces, and shall not be applied in rain, fog, or mist.
D. No coating shall be applied when the temperature is less than 5°F above the dew point.
E. No coating shall be applied when unsuitable environmental conditions are expected within 1 hour of the listed "Dry to Touch" time for a coating.
F. The Contractor's scaffolding shall be erected, maintained and dismantled without damage to structures, machinery, equipment or pipe. Drop cloths shall be used as needed to protect buildings and equipment.
G. All surfaces required to be clear for visual observation shall be cleaned prior to inspection.
H. Painting shall not be performed on insulated pipe within three (3) feet of insulation operations or on insulation whose covering and surface coat have not had time to set and dry. Painting shall not be performed on uninsulated pipe within one (1) foot of any type of connection until the connection has been made, except as directed by the Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Coatings shall be a product of Tnemec, or Specifier Approved Equal. Tnemec coatings are listed as a quality standard, and are approved for use on this project. Alternate coatings of other manufacturers may be approved by the Specifier, provided they are equal or better.

1. For product assistance you may contact Tnemec's Florida representatives, Florida Protective Coatings Services, at (407) 322-1243 or OrdersFL@tnemec.com

B. To allow time for Specifier and Owner review, all requests for substitution shall be submitted by the coating manufacturer a minimum of 10 days prior to the project bid date.

2.2 PROTECTIVE COATINGS, GENERAL

A. The specified basis of design is intended to provide the longest service life possible, lowest life cycle cost and most sustainable solution. Contractors must provide pricing based on the basis of design. If submitting alternate products, this must be shown in the Bid Schedule as an ADD or DEDUCT to the overall Base Bid, so the Owner can decide which coating system to accept.

B. Potential alternate products must include side-by-side comparisons of equality including generic coating description, volume solids, ASTM performance test results, etc.

C. Substitutions which decrease the total film thickness, change the generic type of coating, or fail to meet the performance criteria of the specified materials shall not be approved.

D. All coatings shall be furnished by the same manufacturer.

E. Coatings shall be sealed in containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's directions, and name of manufacturer, all of which shall be plainly legible at the time of use.

F. All coatings shall be produced and applied as herein called for or, if not specifically called for, it shall be applied in accordance with the manufacturer's latest printed recommendations as approved by the Specifier.

G. Coating materials shall meet Volatile Organic Compounds (VOC) requirements of not more than 3.5 lbs/gal after thinning.

H. No coatings containing lead will be allowed.

I. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

J. Colors: All colors and shades of colors of all coats of material shall be as identified in the color schedule. Each coat shall be of a slightly different shade, as directed by the Manufacturer to facilitate inspection of surface coverage of each coat.

2.3 SOURCE QUALITY CONTROL

A. Testing of Coatings: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample coatings. Contractor will be notified in advance and may be present when samples are taken. If coatings have already been delivered to project site, samples may be taken at project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying

coatings from project site, pay for testing, and repaint surfaces that were coated with rejected materials.

PART 3 - EXECUTION

3.1 APPLICATION

A. General Application Requirements:
   1. Proceed with coating application only after unsatisfactory conditions have been corrected.
      a. Application of coating indicates acceptance of surfaces and conditions.
   2. Use application equipment and techniques suited for coatings and substrate indicated. Apply all paints and coatings in accordance with the Manufacturer's latest written instructions and recommendations.
   3. Thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction.
   4. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation of new or removed permanently fixed items, coat surfaces behind these items.
   5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
   6. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform finish, color, and appearance.
   7. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
   8. Sufficient time shall be allowed to elapse between successive coats to permit satisfactory recoating but, once commenced, the entire coating operation shall be completed without delay. Contractor is responsible for compliance with the Manufacturer’s listed minimum and maximum recoat windows.

B. Air, Airless, or Hot Spray:
   1. Owner reserves the right to restrict the usage of spray application in situations where overspray is of concern.
   2. The equipment used shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and gauges.
   3. Paint shall be applied in a uniform layer, with a 50% overlap pattern. All runs and sags should be brushed out immediately or the paint shall be removed and the surface resprayed.
   4. High build coatings should be applied by a cross-hatch method of spray application to ensure proper film thickness of the coating.
   5. Areas inaccessible to spray shall be brushed; if also inaccessible to brush, daubs or sheepskins shall be used, as authorized by the manufacturer.
   6. Nozzles, tips, etc., shall be of sizes and designs as recommended by the manufacturer of the paint being sprayed.
   7. The first coat on concrete surfaces in immersion service should be sprayed and back rolled.

3.2 EXAMINATION & QUALITY CONTROL

A. Measuring Film Thickness:
   1. The Contractor shall conduct wet film thickness measurements and shall recoat and repair as necessary for compliance with the specifications.
   2. On metal substrates, coating thickness shall be determined by the use of a properly calibrated "Nordson-Mikrotest" or "Positest" Coating Thickness Gauge (or equal). Measurement of dry film thickness over metal surfaces will be performed in accordance with SSPC-PA 2 Level 3.
   3. Measurement of dry film thickness over concrete surfaces may be estimated by comparison of the used material to the theoretical coverage rate. If this method is being used, it is the Contractor's responsibility to save all used buckets until the Owner approves of their disposal.
   4. After each coat has been allowed to dry, the dry film thickness will be measured and recorded in all applicable daily inspection reports.
   5. Destructive testing:
      a. A “Tooke” gauge may be used to settle discrepancies on metal or cementitious surfaces. Use of a "Tooke" gauge is classified as a destructive test.
      b. Before performing any destructive tests on a newly applied coating system, the Owner and Contractor shall determine which of them is responsible for the cost of repairing the damaged coatings.

B. The Contractor shall not apply a successive coat until the preceding coat or coats has been approved by the Owner and Engineer.

C. The Contractor shall adhere to the Manufacturer’s latest printed recommended minimum and maximum recoat times. If the maximum recoat time has been exceeded, the Contractor shall follow the Manufacturer’s latest written recommendations regarding surface preparation & recoating.

D. Coatings not in compliance with the specifications will not be acceptable and shall be replaced and re-inspected at Contractor’s expense until the specifications are met.

E. Holiday Testing:
   1. Holiday testing is not required unless specified elsewhere in the project documents.
   2. When holiday testing is specified, areas to be holiday tested must be clearly defined in the project documents at least 10 days prior to the project bid date.
   3. When holiday testing is specified, designated surfaces shall be holiday tested for discontinuities such as pinholes, missed and skipped areas, using an appropriate holiday tester. Testing shall be performed in accordance with NACE SP0188, Discontinuity (Holiday) Testing of Protective Coatings, and in accordance with the Manufacturer’s latest written recommendations. Typical high-voltage holiday testing is performed at 100 volts per mil.
   4. When holiday testing is specified, holiday tests shall not be performed until the finish coat has cured sufficiently that it can be walked on without damage, and testing will not have a detrimental effect on the coating. Refer to the manufacturer’s latest written recommendations for the coatings being tested.
   5. All discovered holidays shall be repaired in accordance with the manufacturer’s latest written recommendations, and then retested.

6. When holiday testing is specified, the Contractor shall perform the holiday testing, and shall provide the rigging and support personnel for observations by the Owner.

3.3 GENERAL SURFACE PREPARATION REQUIREMENTS

A. General (ALL Surfaces):

1. All surfaces are to receive the following surface preparation prior to any other specified surface preparations in this specification.
2. The Contractor shall examine all surfaces to be coated and shall correct all surface defects before application of any coatings. Any required removal, repair, or replacement of this work caused by unsuitable conditions shall be done at no additional cost to the Owner.
3. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
    a. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
4. If surfaces are subject to contamination, other than mill scale or normal atmospheric rusting, the surfaces shall be checked for chloride contamination, pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.
5. All bare concrete surfaces exposed to wastewater or similar acidic & corrosive atmospheres shall be confirmed to have a minimum pH of 9 prior to the application of coatings.
6. Oil, grease, soil, dust, etc., deposited on the surface after preparation has been completed shall be removed prior to painting in accordance with SSPC-SP1 Solvent Cleaning.
7. Weld flux, weld spatter, and rust scale shall be removed by a minimum of SSPC-SP3 Power Tool Cleaning as per these Specifications.
8. All areas requiring field welding shall be masked off prior to shop coating, unless waived by the Owner.
9. All areas which require field touch-up after erection, such as welds, burnbacks, and mechanically damaged areas, shall be prepared per the Manufacturer's latest written recommendations.
10. All weld seams, sharp protrusions and edges shall be ground smooth prior to the surface preparation or application of any coatings.
11. Remove all loose existing coatings, dirt, dust, grease, oil, mold, mildew, salts, and other soluble contaminants by High Pressure Water Cleaning (using potable water, 3500 - 5000 psi, 3-5 gallons / minute, oscillating tip). A degreaser may be required for oil-soaked areas or heavily contaminated areas.
12. Neutralize and remove all mold & mildew using a solution made by adding two (2) ounces of tri-sodium phosphate and eight (8) ounces of sodium hypochlorite to one (1) gallon warm water. Use a scouring powder, if necessary, to remove mildew spores, and then perform a final rinse with potable water.
13. Spall repairs: Repair spalls in accordance with ICRI Guideline No.310.1R. Areas to be repaired are to be prepared in accordance with SSPC-SP13/NACE No.6 with a minimum surface profile of ICRI-CSP5. Series N218 shall be used for shallow concrete repairs. For deeper repairs, Series 217 may be used. Exposed steel rebar is to be prepared in

accordance with SSPC-SP10/NACE No.2, and primed the same day using Tnemec Series 1 @ 2.5 – 3.5 mils DFT.

14. All surfaces must be clean, dry, and free of contaminants prior to the application of any coatings.
15. All prepared surfaces must be coated as soon as possible in order to prevent re-contamination of the substrate. Areas which are re-contaminated must be re-cleaned to the proper level of cleanliness prior to application of coatings. If necessary, this may also involve re-sandblasting, which will be performed at no additional cost to the Owner.

3.4 COATING SYSTEMS

A. SEE ARTICLE 3.3 for general surface preparation guidelines.

B. All surface preparation listed within this section is to be performed in addition to the surface preparation listed in Article 3.3.

C. General (Stripe Coating, Inaccessible Areas, Touch-Ups):

1. Surfaces that will be inaccessible after assembly shall receive either the full specified paint system or three shop coats of the specified Primer/1st Coat before assembly.
2. All edges and weld seams in immersion service shall receive a "stripe coat" (applied by brush) of the 2nd coat prior to application of the full 2nd coat.
3. All open seams in the roof area of storage tanks shall be filled after application of the final coat with a flexible sealant that is suitable for the exposure.
4. Touch-Up and Touch-Up Materials:
   a. All areas which require field touch-up after erection, such as welds, burnbacks, and mechanically damaged areas, shall be prepared per the Manufacturer's latest written recommendations.
   b. Strict adherence to manufacturer's complete touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the Owner and Manufacturer's attention. Otherwise, Contractor assumes full responsibility.
   c. The Contractor shall provide, at the end of the Project, at least one (1) gallon of each generic topcoat in each color as specified by the Owner for future touch-up. Two gallons may be required for (2) component materials.

D. FERROUS and NONFERROUS METALS – NON-IMMERSION (INTERIOR / EXTERIOR / UV-EXPOSED):

1. System No. 1094-1: Epoxy Mastic/Urethane (Abrasive Blasting Required)

   a. Surface Preparation: Remove all rust and corrosion by abrasive blast cleaning in accordance with SSPC-SP6/NACE No.3 Commercial Blast Cleaning with a minimum 1.5 mil angular anchor profile. Sweep abrasive blast clean all well adhered coatings in accordance with SSPC-SP7 Brush-off Blast Cleaning.

   b. 1st Coat: Series 135 Chembuild @ 4.0 – 6.0 mils
   c. 2nd Coat: Series 135 Chembuild @ 4.0 - 6.0 mils
   d. Apply a paintable urethane sealant like Sika-Flex 1A to all gaps and crevices

e. 3rd Coat: Series 1095 Endura-Shield @ 3.0 - 5.0 mils

f. Total Dry Film Thickness: 11.0 - 17.0 mils
g. Minimum Dry Film Thickness: 11.0 mils

2. System No. 1094-2: Epoxy Mastic/Urethane (Overcoat)

a. Surface Preparation: High Pressure Water Clean (min. 3500 psi, 3 to 5 gallons per minute, using an oscillating tip and potable water). A cleaning detergent such as Trisodium Phosphate should be used to facilitate cleaning. A degreaser may be required for oil-soaked areas or heavily contaminated areas.
Some spot areas may require Hand Tool (SSPC-SP2), Power Tool Cleaning (SSPC-SP3), or Brush Blast (SSPC-SP7/NACE No. 4) to remove loose surface rust.
Existing coatings must be clean, dry, and tightly adhering prior to application of coatings.

b. Spot Prime (Previously Bare Metal): Series 135 Chembuild @ 4.0 – 6.0 mils
c. 1st Coat: Series 135 Chembuild @ 4.0 - 6.0 mils
d. Apply a paintable urethane sealant like Sika-Flex 1A to all gaps and crevices.
e. 2nd Coat: Series 1094 Endura-Shield @ 3.0 - 5.0 mils

f. Total Dry Film Thickness (Excluding Tie-Coat): 7.0 - 11.0 mils*
g. Minimum Dry Film Thickness (Excluding Tie-Coat): 7.0 mils
*Does not include spot prime or previously existing coatings.

3. System No. 1094-3: Acrylic Elastomeric Anticorrosive Mastic/Urethane (Overcoat)

a. Surface Preparation: High Pressure Water Clean (min. 3500 psi, 3 to 5 gallons per minute, using an oscillating tip and potable water). A cleaning detergent such as Trisodium Phosphate should be used to facilitate cleaning. A degreaser may be required for oil-soaked areas or heavily contaminated areas
Some spot areas may require Hand Tool (SSPC-SP2), or Power Tool Cleaning (SSPC-SP3) to remove loose surface rust.

b. 1st Coat: Series 118 Uni-Bond Mastic @ 13.0 - 15.0 mils WET
c. Octagonal Mesh Reinforcement: Apply Series 211 Octagonal Mesh while prime coat is wet.
d. 2nd/3rd Coat(s): 118 Uni-Bond Mastic to fully saturate the mesh.
e. Series 1094 Endura-Shield @ 3.0 - 5.0 mils

f. Total Dry Film Thickness: 20.0 – 30.0 mils
g. Minimum Dry Film Thickness: 20.0 mils

E. FERROUS and NONFERROUS METALS – NON-IMMERSION (INTERIOR / EXTERIOR / UV-EXPOSED):

1. System No. 1026-1: Acrylic Emulsion (Non-Elastomeric)

a. This system provides a durable, easy-to-use, water-based coating that offers exceptional breathability and color & gloss retention. It is low odor, low VOC, and has "dry-fall" properties.
b. Rebar Repair: Areas of spalling concrete shall be chipped back to expose all corroded rebar in accordance with ICRI Guidelines 210.2R. Rebar shall be abrasive blast cleaning or power tool cleaned to remove all rust in accordance with SSPC-SP6/SP11.
c. Concrete Repair: Apply Tnemec Series 217 MortarCrete.
d. Surface Preparation: Allow concrete to cure for 28 days. Surface shall be clean and dry.
e. Crack and Void Filler: Tnemec Series 156 and/or 154 Tneme-Guard mixed with sand, as needed.

f. 1st Coat: Series 1026 Enduratone @ 2.0 - 3.0 mils
g. 2nd Coat: Series 1026 Enduratone @ 2.0 - 3.0 mils

h. Total Dry Film Thickness: 4.0 - 6.0 mils*
i. Minimum Dry Film Thickness: 5.0 mils
*Apply a Urethane Injection Grout to the Southwest corner of the east WTP filter gallery, per the Owner's instructions.

F. CONCRETE & MASONRY – EXTERIOR ABOVE GRADE (NON-IMMERSION):

1. System No. 1026-1: Acrylic Emulsion (Non-Elastomeric)

a. This system provides a durable, easy-to-use, water-based coating that offers exceptional breathability and color & gloss retention. It is low odor, low VOC, and has "dry-fall" properties.
b. Rebar Repair: Areas of spalling concrete shall be chipped back to expose all corroded rebar in accordance with ICRI Guidelines 210.2R. Rebar shall be abrasive blast cleaning or power tool cleaned to remove all rust in accordance with SSPC-SP6/SP11.
c. Concrete Repair: Apply Tnemec Series 217 MortarCrete.
Surface Preparation: Allow concrete to cure for 28 days. Surface shall be clean and dry.

d. Crack and Void Filler: Tnemec Series 156 and/or 154 Tneme-Guard mixed with sand, as needed.
e. 1st Coat: Series 1026 Enduratone @ 2.0 - 3.0 mils
f. 2nd Coat: Series 1026 Enduratone @ 2.0 - 3.0 mils

g. Total Dry Film Thickness: 4.0 - 6.0 mils*

h. Minimum Dry Film Thickness: 5.0 mils
*Apply a Urethane Injection Grout to the Southwest corner of the east WTP filter gallery, per the Owner's instructions.

G. CONCRETE FLOORS (RESINOUS FLOORING SYSTEMS)

1. System No. 154-1: Deck Coating

a. This low-odor and completely waterborne system provides an easy-to-apply and durable, long-wearing coating to withstand foot traffic, mild to moderate chemical exposure, and UV Exposure. It is neither required nor recommended that each coat be a different color on resinous flooring systems.
Surface Preparation: Pressure wash to remove all soluble contaminants using potable water (min 3500 psi, 5 gallons per minute, 0° oscillating tip). Prepare concrete by sanding or light grinding to create a uniform profile. Concrete must be clean, dry, and contaminant-free.
b. Patching: Perform patching using Series 154 mixed with aggregate as needed to bring surfaces to level. Multiple passes may be required.

c. Prime Coat: Series 154, thinned 25% @ 115 – 160 ft² / gallon.
d. Broadcast Coat: Series 154 @ 10.0 – 14.0 mils, or 60 – 80 ft² / gallon, and broadcast clean/dry, bagged 30/50 mesh flint shot, silica sand or equal into wet liquids at rate of ½ lb. of sand per square foot until a uniformly dry appearance is obtained. Once cured, remove excess sand from surface.
e. Grout Coat: Series 154 @ 8.0 - 14.0 mils.
f. Finish Coat(s): Series 1026 @ 2.0 - 3.0 mils. Certain colors may require multiple coats depending on the method of application and finish coat color.

g. Total Dry Film Thickness: 1/16"
h. Minimum Dry Film Thickness: 1/16"

H. PRESTRESSED CONCRETE GROUND STORAGE TANK EXTERIORS:

1. System No. 158-5: Existing Tanks (Overcoat)

a. This elastomeric overcoat system provides exceptional breathability and color & gloss retention for concrete structures. Tnemec Series 158 Bio-Lastic is formulated to resist mildew growth throughout the dry film.
b. Surface Preparation: Remove all dirt, oil, grease, chalk, and loose paint per high pressure water cleaning (min. 3500 psi, using potable water).
c. Stripe Coat: Use a brush to fill all hairline cracks with Series 158 Bio-Lastic. Deeper hairline cracks may require multiple brushed coats.

d. 1st Coat: Series 158 Bio-Lastic @ 5.5 – 7.5 mils
e. 2nd Coat: Series 158 Bio-Lastic @ 5.5 – 7.5 mils

f. Total Dry Film Thickness: 11.0 – 15.0 mils*
g. Minimum Dry Film Thickness: 11.0 mils
* Total Dry Film thickness does not include stripe coat.

I. PIPE EXTERIOR COATING SYSTEMS:

1. The coating systems in the PIPE EXTERIOR COATING SYSTEMS section are not intended for use over bitumastic coatings. Do not apply bitumastic prior to the application of any of these systems.

2. System No. 700-1: Epoxy Mastic/Fluoropolymer (Over-coat, Maximum Lifecycle)

a. This system provides outstanding resistance to ultra-violet light degradation and extremely good color and gloss retention. This system will have excellent resistance to abrasion and chalking and is recommended for coastal environments and on structures where extremely long-term maintenance cycles are desired. This system is to be used for overcoating existing steel pipes whose surfaces have some rust present. Series 700 has a gloss finish.

b. Surface Preparation: High Pressure Water Clean (min. 3500 psi, 3 to 5 gallons per minute, using an oscillating tip and potable water). A cleaning detergent such as Trisodium Phosphate should be used to facilitate cleaning. A degreaser may be required for oil-soaked areas or heavily contaminated areas.
c. Some spot areas may require Hand Tool (SSPC-SP2), Power Tool Cleaning (SSPC-SP3), or Brush Blast (SSPC-SP7/NACE No. 4) to remove loose surface rust.
d. Existing coatings must be clean, dry, and tightly adhering prior to application of coatings.

e. Spot Prime (Areas of Bare Steel): Series 135 Chembuild @ 4.0 - 6.0 mils
f. 1st Coat: Series 1095 EnduraShield @ 2.5 - 5.0 mils
g. Apply a paintable urethane sealant like Sika-Flex 1A to all gaps and crevices.
h. 2nd Coat: Series 700 Hydroflon @ 2.0 - 3.0 mils

i. Total Dry Film Thickness: 4.5 – 8.0 mils*
j. Minimum Dry Film Thickness: 5.0 mils
*Does not include Spot Prime or previously existing coatings

3. System No. 700-2: Epoxy Mastic/Fluoropolymer (Require Abrasive Blasting, Maximum Lifecycle)

    a. This system provides outstanding resistance to ultra-violet light degradation and extremely good color and gloss retention. This system will have excellent resistance to abrasion and chalking and is recommended for coastal environments and on structures where extremely long-term maintenance cycles are desired. This system is to be used for coating existing steel pipes whose surfaces have excessive rust present. Series 700 has a gloss finish.
    b. Surface Preparation: High Pressure Water Clean (min. 3500 psi, 3 to 5 gallons per minute, using an oscillating tip and potable water). A cleaning detergent such as Trisodium Phosphate should be used to facilitate cleaning. A degreaser may be required for oil-soaked areas or heavily contaminated areas.
    c. Areas require Commercial Blast (SSPC-SP6/NACE No. 3) to remove all rust.

    d. 1st Coat: Series 135 Chembuild @ 4.0 - 6.0 mils
    e. 2nd Coat: Series 1095 EnduraShield @ 2.5 - 5.0 mils
    f. Stripe: Series 1095 EnduraShield by brush
    g. Apply a paintable urethane sealant like Sika-Flex 1A to all gaps and crevices.
    h. 3rd Coat: Series 700 Hydroflon @ 2.0 - 3.0 mils

    i. Total Dry Film Thickness: 8.5 – 14.0 mils*
    j. Minimum Dry Film Thickness: 8.5 mils

4. System No. 700-3: Urethane/Fluoropolymer (PVC and CPVC)

    a. This system provides outstanding resistance to ultra-violet light degradation and extremely good color and gloss retention. This system will have excellent resistance to abrasion and chalking and is recommended for coastal environments and on structures where extremely long-term maintenance cycles are desired. This system is to be used for coating existing steel pipes whose surfaces have excessive rust present. Series 700 has a gloss finish.
    b. Surface Preparation: High Pressure Water Clean (min. 3500 psi, 3 to 5 gallons per minute, using an oscillating tip and potable water). A cleaning detergent such as Trisodium Phosphate should be used to facilitate cleaning. A degreaser may be required for oil-soaked areas or heavily contaminated areas.
    c. Hand scuff sand.

    d. 1st Coat: Series 1095 EnduraShield @ 2.5 - 5.0 mils
    e. 3rd Coat: Series 700 Hydroflon @ 2.0 - 3.0 mils

    f. Total Dry Film Thickness: 4.5 – 8.0 mils*
    g. Minimum Dry Film Thickness: 4.5 mils

3.5 COATING PERFORMANCE CRITERIA

A. The following shall serve as a basis of comparison for material substitution requests. Any substitutions which decrease the total film thickness, change the generic type of coating, or fail to meet the performance criteria of the specified materials shall not be approved.

1. Series 1 Omnithane - Zinc/Micaceous Iron Oxide Urethane:
   a. Adhesion: ASTM D4541 (Method B, Type II) - No less than 1,433 psi (9.88 MPa) adhesion, average of three tests.
   b. Immersion: ASTM D870 – No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion in deionized water at 140°F.
   c. Salt Spray (Fog): ASTM B117 - No blistering, cracking or delamination of film. No more than .03% rusting on plane and no more than 3/16" rust creepage at scribe after 10,000 hours exposure.

2. Series 21 Epoxoline – Modified Polyamine Epoxy:
   a. Special Qualification: Meets the requirements of approval for potable water use as established by NSF Std 600 for tanks and reservoirs of 20,000 gallons capacity or greater (max thickness: 20.0 mils).
   b. Adhesion: ASTM D4541 (Type V Tester) – No less than 1,840 psi (12.68 MPa) adhesion, average of three trials.
   c. Cyclic Salt Fog / UV Exposure: ASTM D5894 – No blistering, cracking, rusting or delamination of the film after 9,744 hours (29 cycles) of cyclic salt fog/UV cycling.
   d. Dielectric Strength: ASTM D149 – No less than 927 V/mil dielectric strength, average of five trials.
   e. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of the film and no rust creepage at the scribe after 10,000 hours exposure.
   f. Salt Spray (Fog): ASTM B117 (2 Coats Series 21) - No blistering, cracking, rusting or delamination of the film and no rust creepage at the scribe after 10,000 hours exposure.

3. Series 22 Epoxoline – Modified Polyamine Epoxy
   a. Special Qualification: Meets the requirements of approval for potable water use as established by NSF Std 600 for tanks and reservoirs of 50 gallons capacity or greater (Max thickness: 50.0 mils).
   b. Special Qualification: Meets the requirements set forth in AWWA C210-07 testing.
   c. VOC Content: 0.10 lbs/gallon (12 grams/litre)
   d. Adhesion: ASTM D4541 (Type V Tester) – No less than 1,765 psi (12.17 MPa) pull, average of three tests.
   e. Cyclic Salt Fog / UV Exposure: ASTM D5894 – No rusting, blistering, cracking or delamination of film after 5,000 hours exposure.
   f. Dielectric Strength: ASTM D149 – No less than 559 volts/mil dielectric strength, average of six tests.

g. Immersion: ASTM 870 – No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion in deionized water at 140°F (60°C), average of three tests.
h. Salt Spray (Fog): ASTM B117 – No blistering, cracking, rusting or delamination of film after 10,000 hours exposure, average of two panels.

4. Series 46H-413 Hi-Build Tneme-Tar – Polyamide Epoxy-Coal Tar:
   a. Adhesion: ASTM D4541 (Steel) – No less than 1,150 psi (7.93 MPa) pull, average of three tests.
   b. Adhesion: ASTM D4541 (Concrete) - Exceeds the cohesive strength of the concrete substrate (400 psi), average of three tests.
   c. Abrasion: ASTM D4060 (CS-17 wheel, 1,000 gram load) - No more than 142 mg loss after 1,000 cycles.
   d. Salt Spray (Fog): ASTM B117 - No blistering, cracking, checking, rusting or delamination of film. No rust creepage at scribe after 9,000 hours continuous exposure.

5. Series 61 Tneme-Liner – Cycloaliphatic Amine Epoxy:
   a. Chemical Immersion: NACE TM-01-74, Procedure B – No blistering, cracking, rusting or delamination of film after six months continuous immersion.
   b. Immersion: ASTM D870 - No blistering, cracking or delamination of film after 12 months continuous immersion in deionized water at 200°F (93°C).

6. Series N69 Hi-Build Epoxoline II – Polyamidoamine Epoxy:
   a. Adhesion: ASTM D4541 – No less than 1,943 psi (13.40 MPa) pull, average of three tests.
   b. Exterior Exposure: ASTM D1014 - No blistering, cracking, checking, rusting or delamination of film. No rust creepage at scribe after 5 years exposure.
   c. Humidity: ASTM D4585 - No blistering, cracking, checking, rusting or delamination of film after 10,000 hours exposure.
   d. Immersion: ASTM D870 - No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion in deionized water at 140°F, average of three tests.
   e. Prohesion: ASTM G85 – No blistering, cracking, checking, rusting or delamination of film. No more than 1/8" rust creepage at scribe after 5,000 hours exposure.
   f. Salt Spray: ASTM B117 (2 Coats Series N69) - No blistering, cracking or delamination of film. No more than 1% rusting on plane. No more than 1/16" rust creepage at scribe after 6,700 hours exposure.
   g. Salt Spray: ASTM B117 (Series 90-97 with 2 Coats Series N69) - No blistering, cracking, rusting or delamination of film. No more than 1% rusting on plane. No more than 3/16" rust creepage at scribe after 20,000 hours exposure.

7. Series 90-97 Tneme-Zinc – Aromatic Zinc-Rich Urethane:
   a. Zinc Pigment: 83% by weight in dried film
   b. Adhesion: ASTM D4541 (Type II) - No less than 1,516 psi (10.46 MPa) adhesion, average of three tests.

c. Adhesion: ASTM D4541 (Type V) – No less than 2,083 psi (14.36 MPa) adhesion, average of three tests.
d. Prohesion: ASTM G85 – No blistering, cracking or delamination of film. No more than 1/64" rust creepage at scribe after 15,000 hours exposure.
e. Salt Spray: ASTM B117 - No blistering, cracking or delamination of film. No more than 1/8" creepage at scribe and no more than 1% rusting on plane after 50,000 hours exposure.

8. Series 94H_2O Hydro-Zinc – Zinc-Rich Aromatic Urethane
   a. Special Qualification: Meets the requirements of approval for potable water use as established by NSF Std 600 for tanks and reservoirs of 400 gallons capacity or greater.
   b. Special Qualification: Conforms to AWWA D102 Inside Coating Systems No. 3 and 5 and Outside Coating Systems No. 3, 4 and 6.
   c. Zinc Pigment: 83% by weight in dried film.
   d. Adhesion: ASTM D4541 (Type V Self-Aligning Adhesion Tester): No less than 1,713 psi adhesion, average of three tests.
   e. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of film. No more than 1/8" creepage at scribe after 10,000 hours.
   f. Salt Spray: ASTM B117 - No blistering, cracking or delamination of film. No rusting on plane and no more than 1/16" rust creepage at scribe after 10,000 hours.

9. Series 104 HS Epoxy – Cycloaliphatic Amine Epoxy:
   a. Adhesion: ASTM D4541 (Steel) – No less than 900 psi (6.21 MPa) pull, average of three tests.
   b. Adhesion: ASTM D4541 (Concrete) – No less than 400 psi (2.76 MPa) pull, average of three tests.
   c. Chemical Immersion: NACE TM-01-74, Procedure B – No blistering, cracking or delamination of film after seven days (Contact Tnemec for complete list).
   d. Salt Spray (Fog): ASTM B117 - No blistering, cracking, rusting or delamination of film. No more than 1/32" (.8 mm) rust creepage at scribe after 1,500 hours exposure.

10. Series 113 Tneme-Tufcoat – Waterborne Acrylic Epoxy:
    a. Adhesion: ASTM D4541 - No less than 380 psi (2.6 MPa) pull, average of three tests (applied directly to concrete block).
    b. Humidity: ASTM D2247 - No blistering, cracking or delamination after 1,000 hours exposure.
    c. Scrubbability: ASTM D4213 – After 1,000 cycles, less than .8 mils (20.3 microns) removed and less than 2 units gloss change. Erosion rate of dry film less than 25 microlitres per 100 cycles.

11. Series 115 Uni-Bond DF – Self-Crosslinking Hydrophobic Acrylic:
    a. Adhesion: ASTM D4541 (Method C – Type V Tester) - No less than 1,472 psi pull (10.15 MPa), average of three tests

b. Cyclic Salt Fog / UV Exposure: ASTM D5894 – No blistering, cracking, rusting or delamination of the film after 7,000 hours.
c. Humidity: ASTM D4585 - No blistering, cracking, rusting or delamination of film after 2,000 hours exposure.
d. Salt Spray: ASTM B117 - No more than 1/64" rust creepage at scribe, no more than 3% rusting on plane and no less than a blister rating of 8 after 500 hours exposure.
e. Surface Burning Characteristics: ASTM E84 – Classification A. No more than 10 flame spread index and no more than 15 smoke developed index, average of six tests.

12. Series 135 Chembuild – Modified Polyamidoamine Epoxy:
    a. Adhesion: ASTM D4541 (Type II, Method B) - No less than 883 psi (5.86 MPa) pull, average of three tests.
    b. Prohesion: ASTM G85 – No rusting, cracking or blistering of film. No more than 1/16" (1.6 mm) rust creepage at scribe after 10,000 hours exposure.
    c. Salt Spray: ASTM B117 (Two coats, applied to SSPC-SP10/NACE No.2 Near-White Metal Blast Cleaned steel which was exterior exposed for four months until uniformly rusted, then SSPC-SP2 Hand Tool Cleaned) – No blistering, cracking, rusting or delamination of the film and no creepage at the scribe after 4000 hours

13. Series N140 Pota-Pox Plus – Polyamidoamine Epoxy:
    a. Adhesion: ASTM D4541 - No less than 1,943 psi (13.40 MPa) pull, average of three tests.
    b. Exterior Exposure: ASTM D1014 - No blistering, cracking, checking, rusting or delamination of film. No rust creepage at scribe after 5 years exposure.
    c. Humidity: ASTM D4585 - No blistering, cracking or delamination of film after 10,000 hours exposure.
    d. Immersion: ASTM D870 - No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion in deionized water at 140°F, average of three tests.
    e. Prohesion: ASTM G85 – No blistering, cracking, checking, rusting or delamination of film. No more than 1/8" rust creepage at scribe after 5,000 hours exposure.
    f. Salt Spray (Fog): ASTM B117 (2 Coats Series N140) - No blistering, cracking or delamination of film. No more than 1% rusting on plane. No more than 1/16" rust creepage at scribe after 6,700 hours exposure.
    g. Salt Spray (Fog): ASTM B117 (Series 91H_2O and 2 Coats Series N140) - No blistering, cracking, checking or delamination of film. No more than 1% rusting on plane and no more than 3/16" rust creepage at scribe after 20,000 hours exposure.

14. Series 142 Epoxoline – Modified Polyamine Epoxy:
    a. Abrasion: ASTM D4060 - No more than 59.3 mg loss after 1,000 cycles, average of two tests.
    b. Adhesion: ASTM D4541 - No less than 2,042 psi (14.08 MPa) pull, average of three tests.
    c. Cyclic Salt Fog / UV Exposure: ASTM D5894 – No blistering, cracking, rusting or delamination of the film and less than 1/16 inch creepage at the scribe after 5,000 hours exposure.

d. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of film and less than 1/16 inch creepage at the scribe after 5,000 hours exposure.
e. Salt Spray (Fog): ASTM B117 - No blistering, cracking, rusting or delamination of film and less than 1/32 inch creepage at the scribe after 5,000 hours exposure.

15. Series 154 Tnemeguard – Mastic Waterborne Acrylic:
    a. Adhesion: ASTM D7234 – Exceeds the cohesive strength of concrete substrate (approximately 400 psi), average of three tests.
    b. Coefficient of Friction: ASTM D2047 – No than 0.87 static coefficient of friction, average twelve tests.
    c. Surface Burning Characteristics: ASTM E84 – No more than 24.7 flame spread index and no more than 25.8 smoke developed index (Class A).
    d. Elongation: ASTM D412 – Not less than 205% elongation at break, average of three tests.
    e. Water Vapor Transmission: ASTM D1653 (Method B Wet Cup) – No more than 21.81 g/m² per 24-hour water vapor transmission and no more than 1.45 perms water vapor permeance (WVP), average of three tests.

16. Series 156 Enviro-Crete – Modified Waterborne Acrylate:
    a. Adhesion: ASTM D7234 – Exceeds the cohesive strength of concrete substrate (400 psi), average of three tests.
    b. Fungal/Mold/Mildew Resistance: ASTM D3273 – No More than slight mold growth after five weeks exposure.
    c. QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking, chalking or delamination of the film. No less than 69% gloss retention, no more than 1.1 units gloss loss, and no more than 3.59 DE (FMC-2) color change (white) after 5,000 hours QUV exposure.
    d. Salt Spray: ASTM B117 - No blistering, cracking or delamination of film. No visible damage to coating or substrate after 5,000 hours.
    e. Tensile Strength, Elongation, Modulus of Elasticity: ASTM D2370 - Elongation no less than 200 percent, average of five tests. Tensile strength no less than 250 psi (1.7 MPa), average of three tests.
    f. Wind Driven Rain Resistance: TT-C-555B (Formerly FED TT-C-555B), Section 4.4.7.3 - No damage to coating or substrate. No visible moisture on the back of lightweight block after 48 hours exposure.

17. Series 215 Surfacing Epoxy – Modified Polyamine Epoxy
    a. VOC Content: 0.08 lbs/gallon
    b. Adhesion: ASTM D7234 (Method B): Exceeds the cohesive strength of the concrete substrate (400 psi).
    c. Adhesion: ASTM D4541 – Not less than 2,226 psi (15.35 MPa) pull, average of three tests.
    d. Compressive Strength: ASTM C579 – No less than 9,183 psi (63.3 MPa) compressive strength, average of five tests.

e. Flexural Strength and Modulus of Elasticity: C580 – No less than 4,330 psi (29.9 MPa) flexural strength and 324,877 psi (2,240 MPa) flexural modulus of elasticity, average of six tests.
f. Flexural Strength and Modulus of Elasticity: ASTM D790 – No less than 10,630 psi (73.29 MPa) flexural strength and 87,440 psi (602.88 MPa) flexural modulus of elasticity, average of three tests.
g. Tensile Strength, Elongation, Modulus of Elasticity: ASTM C307 – No less than 2,280 psi (15.72 MPa) tensile strength, average of six tests.
h. Tensile Strength, Elongation, Modulus of Elasticity: ASTM D2370 – No less than 2,011 psi (13.86 MPa) tensile strength, 304,213 psi (2,102 MPa) tensile modulus of elasticity and 1.04% elongation, average of ten tests.
i. Water Absorption: ASTM C413 – No weight gained after 2 hours continuous boiling water immersion, average of three tests.

18. Series 217 Mortarcrete – Cementitious Repair Mortar:
    a. VOC Content: 0.0 lbs/gallon
    b. Compressive Strength: ASTM C579 – No less than 10,650 psi (73.43 MPa) compressive strength, average of three tests.
    c. Density: ASTM C188 – 2.13 g/cm³ (133 pcf) density.
    d. Drying Shrinkage: ASTM C596 – No more than 0% drying shrinkage, average of four specimens.
    e. Set Times: ASTM C266 – Fresh Mortar Properties: Initial Setting Time - 65 minutes; Final Setting Time - 80 minutes.
    f. Splitting Tensile Strength: ASTM C496 – No less than 850 psi (5.86 MPa) splitting tensile strength, average of three tests.
    g. Thermal Expansion: ASTM C531 – No more than 7.46 X 10-6 linear coefficient of thermal expansion in/in/°F, average of three tests.

19. Series N218 Mortarclad – Epoxy Modified Cementitious Mortar:
    a. Special Qualification: Able to be applied up to 1” in a single lift on a flat, prepared vertical surface.
    b. VOC Content: 0.0 lbs/gallon
    c. Adhesion: ASTM C1583 – Exceeds the cohesive strength of concrete substrate (~400 psi), average of three trials.
    d. Bond Strength: ASTM C882 – No less than 2,040 psi (14.1 MPa) bond strength by slant shear, average of three tests.
    e. Compressive Strength: ASTM C579 – No less than 5,927 psi (40.86 MPa) compressive strength, average of three tests.
    f. Drying Shrinkage: ASTM C596 – No more than 13.2 x 10-4 inches drying shrinkage, average of four tests.
    g. Freeze-Thaw: ASTM C666 – No more than 0.021% length change and no more than 0.04% weight gain and no less than a 95% relative dynamic modulus after 300 cycles of rapid freezing and thawing, average of three samples.

h. Shrinkage: ASTM C531 – No more than 0.105% linear shrinkage, average of five trials.
i. Splitting Tensile Strength: ASTM C496 – No less than 462 psi (3.18 MPa) splitting tensile strength, average of three tests.
j. Thermal Expansion: ASTM C531 – No more than 3.22 x 10-06 linear coefficient of thermal expansion per °F, average of five trials.

20. Series 222 Deco-Tread – Colored Quartz-Filled Modified Polyamine Epoxy:
    a. Coefficient of Friction: ASTM D2047 – 1.2 static coefficient of friction, average of 12 tests.
    b. Compressive Strength: ASTM C579 - 15,567 psi (107.33 MPa) compressive strength.
    c. Flexural Strength and Modulus of Elasticity: ASTM D790 - No less than 2,867 psi (19.77 MPa) flexural strength and 127,876 psi (881.67 MPa) flexural modulus of elasticity, average of five tests.
    d. Tensile Strength: ASTM C307 - 2,100 psi (14.5 MPa) tensile strength, average of three tests.
    e. Thermal Expansion: ASTM C531 - No more than 1.85 x 10-5 linear coefficient of thermal expansion per °F, average of two rounds of six tests.

21. Series 239SC Chembloc – Modified Novolac Polyamine Epoxy:
    a. Chemical Immersion: NACE TM-01-74, Procedure B – No blistering, cracking, rusting or delamination of film after 72 hours continuous contact with chemical.
    b. Compressive Strength: ASTM C579 - Not less than 11,195 psi (77.19 MPa) compressive strength, average of six tests.
    c. Flexural Strength and Modulus of Elasticity: ASTM D790 - Not less than 6,270 psi (43.23 MPa) flexural strength and 323,900 psi (2,233 MPa) flexural modulus of elasticity, average of five tests.
    d. Impact: MIL D3134 (modified using 2.5 lb steel ball) - No more than 1/16" permanent indention. No cracking, checking or delamination of film after 240 in-lb (27 J) direct impact, average of three tests.
    e. Tensile Strength, Elongation, Modulus of Elasticity: ASTM D638 - No less than 7,913 psi (54.56 MPa) tensile strength, 222,975 psi (1,537 MPa) tensile modulus of elasticity and 6.14% elongation at break.

22. Series 241 Ultra-Tread MVT – Polyurethane Modified Concrete:
    a. Can be applied to 10 day old concrete
    b. Withstands moisture vapor transmission up to 20 lbs per ASTM F1869
    c. Withstands relative humidity up to 99% per ASTM F2170
    d. Adhesion: ASTM D7234 - Exceeds the cohesive strength of the concrete substrate (˜400 psi), average of three tests.
    e. Compressive Strength: ASTM C579 - No less than 4,922 psi (33.94 MPa) compressive strength, average of six tests.
    f. Flexural Strength and Modulus of Elasticity: ASTM C580 - No less than 2,438 psi (16.81 MPa) flexural strength and 313,614 psi (2,162 MPa) modulus of elasticity (tangent), average of five tests.

g. Tensile Strength: ASTM C307 - No less than 1,015 psi (7.00 MPa) tensile strength, average of six tests.

23. Series 257 Excellathane SS – Modified Aliphatic Polyaspartic:
    a. Abrasion: ASTM D4060 (CS-17 Wheel, 1,000 grams load) – No more than 39 mg loss after 1,000 cycles with 1,000 gram load, average of three tests.
    b. Hardness: ASTM D2240 – No less than 69 Shore Type D hardness, average of five tests.
    c. Impact: MIL D3134 – No more than 1/16" permanent indentation. No cracking, checking or delamination of the film after 240 in-lb (27 J) direct impact, average of three tests.
    d. QUV Exposure: ASTM D4587 (Over Series 700) – No blistering, cracking, chalking or delamination of the film. No less than 94% gloss retention, no more than 5.8 units gloss loss, and no more than 0.41 DE00 color change after 500 hours QUV exposure.
    e. Rate of Burning: Self-extinguishing (HB Classification), average of ten tests.
    f. Water Absorption: ASTM C413 – No more than a 0.0194 grams of water absorption, average of six tests.
    g. Water Vapor Transmission: ASTM D1653 (Method B Wet Cup, Condition C) – No more than 7.68 g/m² per 24h water vapor transmission, and no more than 0.56 perms (0.37 metric perms) water vapor permeance, average of three trails.

24. Series 262 Elasto-Shield – Modified Polyurethane:
    a. Abrasion: ASTM D4060 (CS-17 Wheel, 1,000 grams load) – No more than 1.2 mg loss after 1,000 cycles.
    b. Deflection Temperature: ASTM D648 – (Minimum use temp) Below -60°F (-15°C).
    c. Flexibility and Elongation: ASTM D522 – Must pass 1/8” bend with no cracking or delamination.
    d. Tear Strength: ASTM D624 – 150 lbs/inch.
    e. Tensile Strength, Elongation, Modulus of Elasticity: ASTM D412 – Requirement: (extension to break) 400%. 900 psi.

25. Series 264 Elasto-Shield – Modified Polyurethane:
    a. Special Qualification: Certified by NSF International in accordance with NSF/ANSI Std. 600.
    b. Abrasion: ASTM D4060 (CS-17 Wheel, 1,000 grams load) – No more than 1.2 mg loss after 1,000 cycles.
    c. Deflection Temperature: ASTM D648 – (Minimum use temp) Below -60°F (-15°C).
    d. Flexibility and Elongation: ASTM D522 – Must pass 1/8” bend with no cracking or delamination.
    e. Tear Strength: ASTM D624 – 180 lbs/inch.
    f. Tensile Strength, Elongation, Modulus of Elasticity: ASTM D412 – Requirement: (extension to break) 300%. 1,000 psi.

26. Series 282 Tneme-Glaze – Polyamine Novolac Epoxy:
    a. Chemical Immersion: NACE TM-01-74, Procedure B – No blistering, cracking, rusting or delamination of film after 72 hours continuous contact with chemical.
    b. Compressive Strength: ASTM C579 - Not less than 11,195 psi (77.19 MPa) compressive strength, average of six tests.
    c. Immersion: 140°F Deionized Water Immersion - No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion.
    d. Impact: ASTM D2794 - No visible cracking or delamination of film after 59 in/lbs direct impact, average of three tests.
    e. Salt Spray (Fog) – ASTM B117 - No blistering, cracking, rusting or delamination of film. No more than 1/16 inch rust creepage at scribe after 3,500 hours exposure.

27. Series 287 Enviro-Pox – Waterborne Epoxy-Amine Adduct:
    a. Abrasion: ASTM D4060 (CS-17 Wheel, 1,000 grams load) - No more than 113.3 mg loss after 1,000 cycles, average of three tests.
    b. Adhesion: ASTM D4541 - Exceeds the cohesive strength of the concrete substrate (400 psi), average of three tests.
    c. Impact: ASTM D2794 - No visible cracking or delamination of film after 60 in-lb (6.8 J) direct impact, average of three tests.

28. Series V290 CRU – Aliphatic Polyester Polyurethane:
    a. Abrasion: ASTM D4060 (CS-17 Wheel, 1,000 gram load) – No more than 29 mg loss after 1,000 cycles.
    b. Chemical Resistance – Contact Tnemec for chemical resistance data.
    c. Coefficient of Friction: ASTM D2047 – No less than 0.67 static coefficient of friction, average of 36 tests.
    d. Hardness: ASTM D3363 (Pencil) – Must pass 2H (scratch).

29. Series 297 Enviro-Glaze – Ceramic-Modified Waterborne Aliphatic Polyurethane:
    a. Volatile Organic Compounds: 0.74 lbs/gallon (89 grams/litre)
    b. Abrasion: ASTM D4060 (CS-17 Wheel, 1,000 gram load) – No more than 30.7 mg loss after 1,000 cycles, average of three tests.
    c. Coefficient of Friction: ASTM D2047 – No less than 0.69 static coefficient of friction, average of three tests.
    d. Elongation: ASTM D522 (Method A – Conical Mandrel) – No less than 27% elongation, average of three tests.
    e. Hardness: ASTM D3363 (Pencil) – No less than a rating of 5H (gouge).
    f. Scrubbability: ASTM D4213 (1,000 cycles) – No more than 80 mg loss after 1,000 cycles, average of three tests.
    g. Surface Burning Characteristics: Contact Tnemec for complete data.
    h. Water Vapor Transmission: ASTM D1653 (Method B Wet Cup) – No more than 35.74 g/m² per 24 h water vapor transmission and no more than 2.49 perms water vapor

permeability, average of three tests.

30. Series 365 Tank Armor – Novolac Epoxy:
    a. Special Requirement: Suitable for immersion service in up to 98% sulfuric acid (contact Tnemec for complete chemical resistance data).
    b. Adhesion: ASTM D4541, Type II – No less than 1,650 psi (11.38 MPa) adhesion, average of three tests.
    c. Hardness: ASTM D2240 (Shore D Durometer) – Not less than 90 Shore Type D hardness, average of five tests.

31. Series 431 Perma-Shield PL – Modified Polyamine Ceramic Epoxy:
    a. Severe Wastewater Analysis Test: ASTM G210 - Initial impedance of 11.18 log-Z at 0.001 Hz (ohms cm^2). No blistering, cracking, checking or delamination. No less than 88.7% EIS retention or not more than 1.26 ohms cm^2 reduction in log-Z electrochemical impedance at 0.001 Hz after 28 days exposure. No less than 2,363 psi (16.30 MPa) adhesion or no loss of adhesion after 28 days in S.W.A.T., average of three tests.
    b. Abrasion Resistance: ASTM D4060-14 (CS-17 Wheel, 1,000 cycles, 1,000 gram load) – No more than 41 mg loss, average of three tests.
    c. Abrasion Resistance: BS EN 598: 2007+A1: 2009 (Rocking Abrasion) - No more than 0.14 mm (5.5 mils) thickness of coating loss after 1,000,000 cycles.

32. Series 434 Perma-Shield H_2S – Modified Aliphatic Amine Epoxy Mortar:
    a. Severe Wastewater Analysis Test: ASTM G210 - Initial impedance of 10.6 log-Z at 0.01 Hz (ohms cm^2). No blistering, cracking or checking. No less than 86.7% retention or not more than 1.4 ohms cm^2 reduction in log-Z electrochemical impedance at 0.01 Hz after 28 days exposure.
    b. Abrasion Resistance: ASTM D4060 (CS-17 Wheel, 1,000 gram load) – No more than 88 mg loss after 1,000 cycles, average of three tests.
    c. Impact: ASTM D2794 – No visible cracking or delamination after 160 inch-pounds (18.1 J) direct impact.
    d. Compressive Strength: ASTM D695 – Not less than 12,331 psi (85.0 MPa) compressive strength, average of five tests.
    e. Tensile Strength: ASTM C307 – Not less than 2,030 psi (14.0 MPa) tensile strength, average of three tests.
    f. Water Vapor Transmission: ASTM D1653 (Method B Wet Cup) – No more than 1.53 g/m^2 per 24h water vapor transmission rate (WVT) and no more than 0.12 perms and 0.003 metric perms water vapor permeance (WVP), average of three tests.

33. Series 435 Perma-Glaze – Modified Polyamine Epoxy:
    a. Severe Wastewater Analysis Test: ASTM G210 - Initial impedance of 12.46 log-Z at 0.01 Hz (ohms cm^2). No blistering, cracking, checking or delamination. No less than 84.3% retention and no more than 1.95 ohms cm^2 reduction in electrochemical impedance

after 28 days exposure. No less than 93% loss of tensile adhesion after 28 days in S.W.A.T. average of three tests.

b. Abrasion Resistance: ASTM D4060 (CS-17 Wheel, 1,000 gram load) – No more than 72 mg loss after 1,000 cycles, average of three tests.

34. Series 436 Perma-Shield FR – Fiber-Reinforced Modified Polyamine Epoxy:
    a. Severe Wastewater Analysis Test: ASTM G210 - Initial impedance of 10.2 log-Z at 0.01 Hz (ohms cm^2). No blistering, cracking or checking. No less than 83.7% retention or not more than 1.6 ohms cm^2 reduction in log-Z electrochemical impedance at 0.01 Hz after 28 days exposure.
    b. Abrasion: ASTM D4060 (CS-17 Wheel, 1,000 gram load) – No more than 74.6 mg loss after 1,000 cycles, average of three tests.
    c. Impact: ASTM D2794 – No visible cracking or delamination of film after 88 inch-pounds direct impact.
    d. Compressive Strength: ASTM D695 – No less than 8,866 psi (6.13 MPa) compressive strength, average of five tests.

35. Series 662 Prime-A-Pell Plus – Modified Siloxane/Silane with Diffused Quartz Carbide:
    a. QUV Exposure: ASTM D4587 (UVA-340 bulbs, Cycle 4: 8 hours UV/4 hours condensation) – No reduction in water repellent performance after 5,000 hours exposure.
    b. Water Absorption: ASTM C67 (Applied to Ohio Sandstone) - No less than a 96% reduction in water absorption as compared to untreated samples following 24 hours of immersion.
    c. Water Absorption: ASTM C97 (Applied to Fire Clay Brick) - No less than a 93% reduction in water absorption as compared to untreated samples following 24 hours of immersion.
    d. Water Absorption: ASTM C140 (Applied to Cast Mortar Cubes) - No less than a 96% reduction in water absorption as compared to untreated samples following 24 hours of immersion.

36. Series 700 Hydroflon – Advanced Thermoset Solution Fluoropolymer:
    a. Exterior Exposure: AAMA 2605 (South Florida Marine Exposure) – Exceeds the exterior weathering requirements of the American Architectural Manufacturers Association (AAMA) 2605 standard.
    b. Exterior Exposure: AAMA 2604 (South Florida Marine Exposure) – Exceeds the exterior weathering requirements of the American Architectural Manufacturers Association (AAMA) 2604 standard.
    c. Exterior Exposure: ASTM D4141, Method C (EMMAQUA) – No blistering, cracking, chalking or delamination. No less than 80% gloss retention and no more than 0.18 DE00 (DEHunter 0.29) color change after 5,000 MJ/m^2 of UV exposure (166,820 MJ/m^2 total).
    d. QUV Exposure: ASTM D4587 - No blistering, cracking or chalking. No less than 61% gloss retention (31.4 units gloss change) and 1.89 DEFMC2 (MacAdam units) color change (white) after 25,000 hours exposure.
    e. Xenon Arc Weathering: ASTM D6695 - No blistering, cracking or chalking. No less than 87% gloss retention (11.9 units gloss change) and no greater than 0.37 DE00 color

change (white) after 8,000 hours Xenon Arc exposure.

37. Series 971 Aerolon – Fluid-Applied Acrylic Insulation Coating:
    a. Thermal Conductivity: ASTM C518 - Thermal Conductivity shall not be greater than 0.0356 W/m-°K or 0.2468 BTU-in/ft²-hr-°F (R value at one inch equals 4.1).

38. Series 1026 Enduratone – Acrylic Emulsion:
    a. VOC Content: 0.38 lbs/gallon (1.4 grams/litre)
    b. Exterior Exposure: ASTM D1014 – No blistering or cracking of film. No less than 83.02% gloss retention (9 units gloss change) and no more than 0.53 DE00 color change after 24 months exterior exposure.
    c. Hardness: ASTM D3363 – No gouging or scratching with a 5B or less pencil.
    d. QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking, chalking or delamination of film. No less than 49% gloss retention (2.3 units gloss change) and 0.39 DE00 color change after 10,000 hours exposure.
    e. Surface Burning Characteristics: ASTM E84 – No less than 0 flame spread index and no more than 5 smoke developed index (Class A).
    f. Water Vapor Transmission: ASTM D1653 (Method B Wet Cup) – No more than 359.24 g/m² per 24 hours water vapor transmission and no more than 25.05 perms water vapor permeability, average of three tests.
    g. Xenon Arc Weathering: ASTM D6695 – No blistering, cracking, chalking or delamination of film. No less than 53.85% gloss retention (2.4 units gloss change) and no more than 0.39 DE00 color change after 10,000 hours Xenon-Arc exposure.

39. Series 1029 Enduratone – HDP Acrylic Polymer:
    a. Algal Resistance: ASTM D5590 - No more than traces of fungal growth (less than 10%) after three weeks continuous exposure.
    b. Fungal/Mold/Mildew Resistance: ASTM D5590 - No more than traces of fungal growth (less than 10%) after four weeks continuous exposure.
    c. QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking or delamination of film. No less than 100% gloss retention, no more than 0.45 DE00 color change and no units gloss loss after 3,000 hours.
    d. Water Vapor Transmission: ASTM D1653 (Method B Wet Cup) – No more than 32.96 g/m² per 24 hours water vapor transmission and no more than 2.30 perms water vapor permeability, average of three tests.

40. Series 1094 Endura-Shield – Aliphatic Acrylic Polyurethane:
    a. Volatile Organic Compounds (Thinned 15%): 0.80 lbs/gallon (96 grams/litre)
    b. Cyclic Salt Fog / UV Exposure: ASTM D5894 – No blistering, cracking, rusting or delamination of film after 5,000 hours (15 cycles) of cyclic salt fog/UV cycling.
    c. Hardness: ASTM D3363 – No less than 3B scratch hardness after 30 days cure.
    d. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of film and no rust creepage at the scribe after 3,000 hours of exposure.

e. QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking or delamination of film. No less than 80% gloss retention, no more than 16 units gloss loss and no more than 1.89 DECIE2000 color change after 4,000 hours QUV exposure

41. Series 1095 Endura-Shield – Aliphatic Acrylic Polyurethane:
    a. Volatile Organic Compounds (Thinned 15%): 0.80 lbs/gallon (96 grams/litre)
    b. Cyclic Salt Fog / UV Exposure: ASTM D5894 – No blistering, cracking, rusting or delamination of film or creepage at the scribe after 5,376 hours of exposure.
    c. Hardness: ASTM D3363 – No gouging or scratching with an HB or less pencil.
    d. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of film after 5,000 hours exposure.
    e. QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking or delamination. No less than 58% gloss retention or 15.2 units gloss change and 1.40 DECIE2000 color change (white) after 4,000 hours exposure.

42. Series 1096 Endura-Shield – Aliphatic Acrylic Polyurethane:
    a. Volatile Organic Compounds (Thinned 10%): 0.69 lbs/gallon (82 grams/litre)
    b. Cyclic Sale Fog/ UV Exposure: ASTM D5894 - No blistering, cracking, rusting or delamination of film after 5,000 hours (15 cycles) of cyclic salt fog/UV cycling.
    c. Hardness: ASTM D3363 – No less than H scratch hardness after 30 days cure.
    d. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of film and no rust creepage at the scribe after 1,500 hours of exposure.
    e. QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking or delamination of the film. No less than 57% gloss retention, no more than 3.2 units gloss loss, and no more than 1.71 DECIE 2000 color change after 5,000 hours QUV exposure.
    f. Salt Spray (Fog): ASTM B117 - No blistering, cracking, rusting or delamination of film and no rust creepage at the scribe after 2,500 hours of continuous salt spray exposure.

43. Series 1220 Tnemec Epoxy – Glass Flake Inorganic Hybrid Water-Based Epoxy
    a. Volatile Organic Compounds: 0.02 lbs/gallon (2.0 grams/litre)
    b. Special Qualification: Certified and listed with www.nsf.org to meet the requirements of approval for potable water use as established by NSF Std 600 for tanks and reservoirs of 200 gallons capacity or greater (Max thickness: 18.0 mils).
    c. Special Qualification: Meets the requirements set forth in AWWA C210-15 testing.
    d. Cyclic Sale Fog/ UV Exposure: ASTM D5894 - No blistering, cracking, rusting or delamination of film after 5,000 hours (15 cycles) of cyclic salt fog/UV cycling.
    e. Cathodic Disbondment: ASTM G8 – Classification Grout A (<0.5 in).
    f. Dielectric Strength: ASTM D149 – No less than 603 V/mil dielectric strength, average of five tests.
    g. Humidity: ASTM D4585 – No blistering, cracking, rusting or delamination of the film after 2,000 hours.

h. Immersion: ASTM D870 – No blistering, cracking, rusting or delamination of the film after nine months in continuous tap water immersion.
i. Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of the film after 5,000 hours.
j. Salt Spray: ASTM B117 – No blistering, cracking, rusting or delamination of the film and no rust creepage at the scribe after 5,000 hours.

44. Series 1224 Epoxoline WB – Inorganic Hybrid Water-Based Epoxy
    a. Volatile Organic Compounds: 0.01 lbs/gallon (1.0 grams/litre)
    b. Thermal Cycling: ASTM D6944 – No checking, cracking, blistering or delamination after 11 cycles, average of two tests.

3.6 CLEANING AND PROTECTION

A. It shall be the responsibility of the Contractor to protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting work.
B. At the option of the Owner during the course of this project, the Contractor will contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the Owner, including, but not limited to, full shrouding of the area.
C. If shrouding is required, the Contractor must provide a complete design of the intended shroud or cover. Care must be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs.
D. At completion of the work, remove all paint where spilled, splashed, spattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted and unpainted surfaces.
E. After completion of all painting, the Contractor shall remove from job site all painting equipment, surplus materials and debris resulting from this work.
F. The Contractor is responsible for the removal and proper disposal of all hazardous materials from the job site in accordance with Local, State and Federal requirements as outlined by the Environmental Protection Agency.
G. A notarized statement shall be presented to the Owner that all hazardous materials have been disposed of properly including, but not limited to name of disposal company, disposal site, listing of hazardous materials, weights of all materials, cost per pound and EPA registration number.

3.7 COATING SCHEDULE – TO BE DEVELOPED BY PROJECT AS NEEDED

A. MAIN WATER TREATMENT PLANT

ITEM	SUBSTRATE	COATING SYSTEM	COLOR
MIEX/Resin Building	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue

ITEM	SUBSTRATE	COATING SYSTEM	COLOR
Recycle Pit Exterior	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Filter Gallery Exterior	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Chemical Feed Building	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Contact Basin Exterior	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Entrance Wall w/ Sign	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Spent Sand Pit Exterior	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Ground Storage Tanks Exterior	Shotcrete	3.4, G.1	W9936 Acadia White F10078 Lucerne Blue
All Pump Bases	Steel	3.4, D.1	TBD
All Pump Bases	Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Contact Transfer Piping	Steel/DIP	3.4, H.3	Refer to Tnemec's Pipe Color ID Chart (10 State Standards)
Aerial Crossings at Entrance	Steel/DIP	3.4, H.3	Refer to Tnemec's Pipe Color ID Chart (10 State Standards)
Rollup Door Frame	Steel	3.4, D.1	35GR Black
Spiractors Exterior	Steel	3.4, D.2	TBD
Silos Exterior	Steel	3.4, D.2	TBD
All Influent/Effluent Piping	Steel/DIP	3.4, H.3	Refer to Tnemec's Pipe Color ID Chart (10 State Standards)
All PVC Piping	PVC/CPVC	3.4, H.4	Refer to Tnemec's Pipe Color ID Chart (10 State Standards)
All Light Poles	Aluminum	3.4, D.2	TBD

B. RL PRATT WATER TREATMENT PLANT

ITEM	SUBSTRATE	COATING SYSTEM	COLOR
MIEX/Resin Building	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Recycle Pit Exterior	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Filter Gallery Exterior	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Chemical Feed Building	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Contact Basin Exterior	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Spent Sand Pit Exterior	Stucco/Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Ground Storage Tanks Exterior	Shotcrete	3.4, G.1	W9936 Acadia White F10078 Lucerne Blue
All Pump Bases	Steel	3.4, D.1	TBD
All Pump Bases	Concrete	3.4, E.1	W9936 Acadia White F10078 Lucerne Blue
Contact Transfer Piping	Steel/DIP	3.4, H.3	Refer to Tnemec's Pipe Color ID Chart (10 State Standards)
Chemical Feed Big Rollup Door	Steel	3.4, D.2	TBD
Spiractors Exterior	Steel	3.4, D.2	TBD
Silos Exterior	Steel	3.4, D.2	TBD
All Steel and DIP Piping	Steel/DIP	3.4, H.3	Refer to Tnemec's Pipe Color ID Chart (10 State Standards)
All PVC Piping	PVC/CPVC	3.4, H.4	Refer to Tnemec's Pipe Color ID Chart (10 State Standards)
Eye Wash Stations	Aluminum	3.4, D.2	TBD
Sand Silo Roof	Steel	3.4, D.3	TBD
Diesel Tank	Concrete	3.4, F.1	TBD

ITEM	SUBSTRATE	COATING SYSTEM	COLOR
Main Control Building Stairs and Deck	Concrete	3.4, F.1	W9936 Acadia White

- END OF SECTION -

RL PRATT WTP AMMONIA FEED SYSTEM IMPROVEMENTS

PREPARED FOR

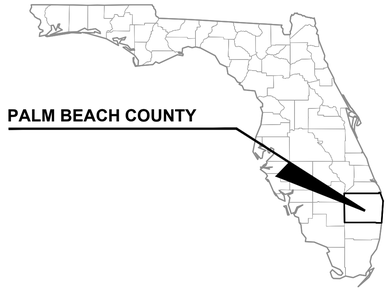
VILLAGE OF PALM SPRINGS

APRIL 2025

VILLAGE COUNCIL

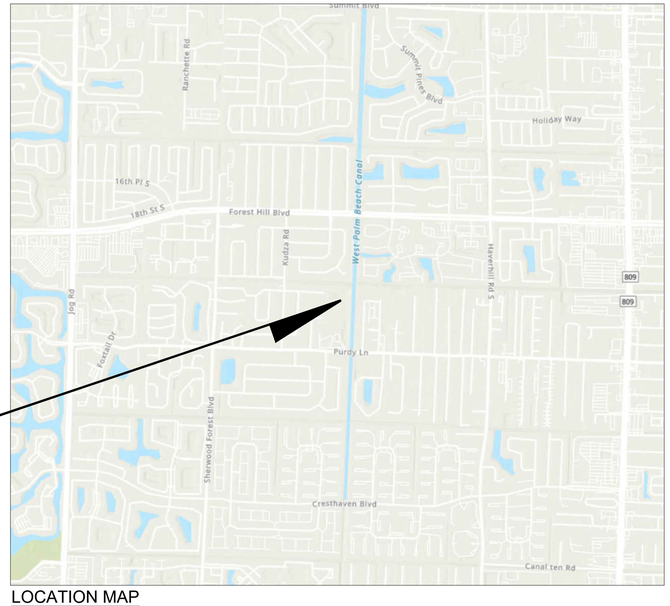
MAYOR	BEV SMITH
VICE MAYOR	JONI BRINKMAN
MAYOR PRO TEM	PATTI WALLER
COUNCIL MEMBER	GARY M. READY
COUNCIL MEMBER	KIM SCHMITZ
VILLAGE MANAGER	MICHAEL BORNSTEIN
ASSISTANT VILLAGE MANAGER	KIM GLAS-CASTRO
UTILITY DIRECTOR	JIMMIE JOHNSON
ASSISTANT UTILITIES DIRECTOR	PAUL WARD

SHEET LIST	
Sheet Number	Sheet Title
1	COVER SHEET
2	SITE PLAN
3	PHOTO STUDY
4	PHOTO STUDY
5	PHOTO STUDY
6	PHOTO STUDY
7	PHOTO STUDY



VICINITY MAP
N.T.S. or AS NOTED

PROJECT LOCATION
VPS PRATT WTP
5618 BASIL DRIVE
WEST PALM BEACH, 33415



LOCATION MAP
N.T.S. or AS NOTED

N

No.	REVISIONS	DATE	BY

Kimley»Horn

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PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	140593016
DATE	APR 2025
SCALE	AS SHOWN
DESIGNED BY	NPOB
DRAWN BY	DAL
CHECKED BY	NPOB

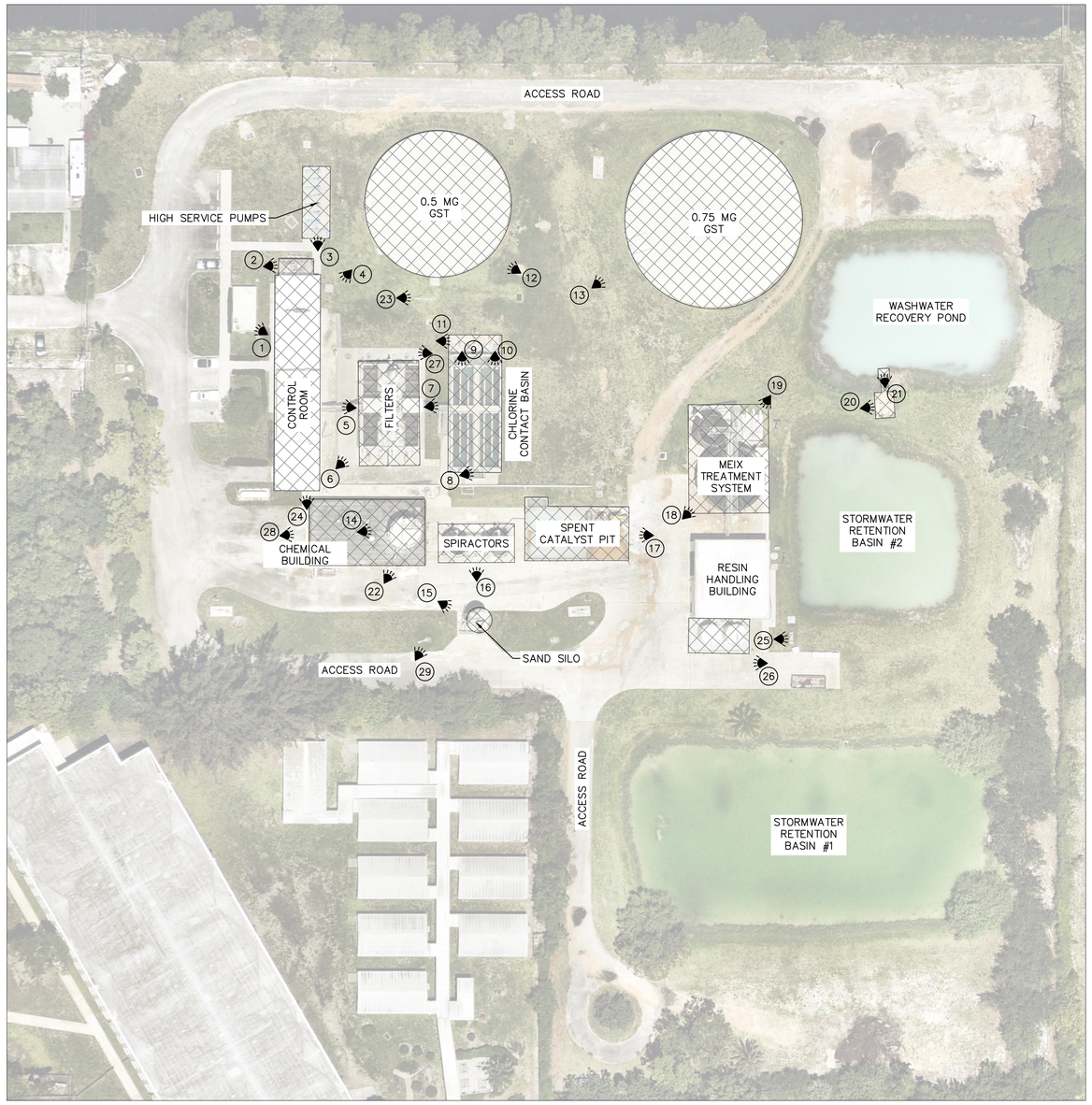
RL PRATT WTP COATING SYSTEM RESTORATION
PREPARED FOR
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY FL

LICENSED PROFESSIONAL
NICHOLAS P. O. BLACK
FL LICENSE NUMBER
84908
DATE: _____

COVER SHEET

SHEET NUMBER
G-1
1 OF 7

Plotted By:Li, Diego Sheet Set:RL PRATT WTP COATING SYSTEM RESTORATION Layout:G-1 COVER SHEET April 08, 2025 09:09:26am K:\wpb_civil\140593016 - main & pratt coatings\CAD\rl pratt wtp\plansheets\G-1 COVER SHEET.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE KEY MAP

Scale: 1" = 40'

GRAPHIC SCALE IN FEET

0 20 40 80

NORTH

GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE WORK WITH THE OWNER AND PROVIDE 48–HOURS NOTICE PRIOR TO STARTING WORK..
2. CONTRACTOR SHALL CONFIRM SIZE, MATERIAL, AND LOCATION OF ALL INFRASTRUCTURE AND FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO ORDERING MATERIALS.
4. ALL AREAS IMPACTED BY THE PROJECT SHALL BE RESTORED PER SPECIFICATIONS.
5. ALL METAL STRUCTURES SHALL BE SANDBLASTED PRIOR TO APPLICATION OF COATING SYSTEM UNLESS OTHERWISE SPECIFIED.

PROTECTIVE COATING SYSTEM NOTES:

1. ALL COATING SHALL BE FURNISHED BY THE SAME MANUFACTURER.
2. ALL COATING SHALL BE APPLIED IN FAVORABLE CONDITIONS AS STATED IN THE TECHNICAL SPECIFICATIONS.
3. ALL SURFACES ARE TO RECEIVE SURFACE PREPARATION ACCORDING TO THE TECHNICAL SPECIFICATIONS PRIOR TO ANY OTHER SPECIFIED SURFACE PREPARATION.
4. PROTECTIVE COATING SYSTEMS ARE TO BE APPLIED ACCORDING TO THE LIST PROVIDED IN THE TECHNICAL SPECIFICATIONS.

LEGEND:

1	PHOTO DETAIL #1 SHEET C–2	16	PHOTO DETAIL #16 SHEET C–4
2	PHOTO DETAIL #2 SHEET C–2	17	PHOTO DETAIL #17 SHEET C–4
3	PHOTO DETAIL #3 SHEET C–2	18	PHOTO DETAIL #18 SHEET C–4
4	PHOTO DETAIL #4 SHEET C–2	19	PHOTO DETAIL #19 SHEET C–5
5	PHOTO DETAIL #5 SHEET C–2	20	PHOTO DETAIL #20 SHEET C–5
6	PHOTO DETAIL #6 SHEET C–2	21	PHOTO DETAIL #21 SHEET C–5
7	PHOTO DETAIL #7 SHEET C–3	22	PHOTO DETAIL #22 SHEET C–5
8	PHOTO DETAIL #8 SHEET C–3	23	PHOTO DETAIL #23 SHEET C–5
9	PHOTO DETAIL #9 SHEET C–3	24	PHOTO DETAIL #24 SHEET C–5
10	PHOTO DETAIL #10 SHEET C–3	25	PHOTO DETAIL #25 SHEET C–6
11	PHOTO DETAIL #11 SHEET C–3	26	PHOTO DETAIL #26 SHEET C–6
12	PHOTO DETAIL #12 SHEET C–3	27	PHOTO DETAIL #27 SHEET C–6
13	PHOTO DETAIL #13 SHEET C–4	28	PHOTO DETAIL #28 SHEET C–6
14	PHOTO DETAIL #14 SHEET C–4	29	PHOTO DETAIL #29 SHEET C–6
15	PHOTO DETAIL #15 SHEET C–4	30	PHOTO DETAIL #30 SHEET C–6

No.	REVISIONS	DATE	BY

Kimley»Horn
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KHA PROJECT 140593016
DATE APR 2025
SCALE AS SHOWN
DESIGNED BY NPOB
DRAWN BY DAL
CHECKED BY NPOB

RL PRATT WTP COATING SYSTEM RESTORATION

PREPARED FOR

VILLAGE OF PALM SPRINGS

PALM BEACH COUNTY FL

LICENSED PROFESSIONAL

NICHOLAS P. O. BLACK

FL LICENSE NUMBER 84908

DATE: ____

RL PRATT WTP SITE PLAN

SHEET NUMBER C-1

2 OF 7

Plotted By:Li, Diego Sheet Set:RL PRATT WTP COATING SYSTEM RESTORATION Layout:C–1 RL PRATT WTP SITE PLAN April 08, 2025 09:09:38am K:\wpb_civil\140593016 – main & pratt coatings\CAD\rl pratt wtp\plansheets\C–1 RL PRATT WTP SITE PLAN.dwg
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1 C-1 PHOTO DETAIL 1
Scale: N.T.S.

2 C-1 PHOTO DETAIL 8
Scale: N.T.S.

3 C-1 PHOTO DETAIL 3
Scale: N.T.S.

4 C-1 PHOTO DETAIL 6
Scale: N.T.S.

5 C-1 PHOTO DETAIL 5
Scale: N.T.S.

6 C-1 PHOTO DETAIL 6
Scale: N.T.S.

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PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	140593016
DATE	APR 2025
SCALE	AS SHOWN
DESIGNED BY	NPOB
DRAWN BY	DAL
CHECKED BY	NPOB

RL PRATT WTP COATING SYSTEM RESTORATION

PREPARED FOR

VILLAGE OF PALM SPRINGS

PALM BEACH COUNTY FL

LICENSED PROFESSIONAL

NICHOLAS P. O. BLACK

FL LICENSE NUMBER 84908

DATE: ____

PHOTO STUDY

SHEET NUMBER C-2

3 OF 7

Plotted By:Li, Diego Sheet Set:RL PRATT WTP COATING SYSTEM RESTORATION Layout:C-2 April 08, 2025 03:09:46pm K:\wpb_civil\140593016 - main & pratt coatings\CAD\rl pratt wtp\plansheets\C-2 RL PRATT WTP PHOTO DETAILS 1.dwg
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7 C-1 PHOTO DETAIL 7
Scale: N.T.S.

8 C-1 PHOTO DETAIL 8
Scale: N.T.S.

9 C-1 PHOTO DETAIL 9
Scale: N.T.S.

10 C-1 PHOTO DETAIL 10
Scale: N.T.S.

11 C-1 PHOTO DETAIL 11
Scale: N.T.S.

12 C-1 PHOTO DETAIL 12
Scale: N.T.S.

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RL PRATT WTP COATING SYSTEM RESTORATION

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PALM BEACH COUNTY FL

LICENSED PROFESSIONAL
NICHOLAS P. O. BLACK
FL LICENSE NUMBER
84908
DATE: ____

PHOTO STUDY

SHEET NUMBER
C-3
4 OF 7

Plotted By:Li, Diego Sheet Set:RL PRATT WTP COATING SYSTEM RESTORATION Layout:C-3 April 08, 2025 09:53am K:\wpb_civil\140593016 - main & pratt coatings\CAD\rl pratt wtp\plansheets\C-2 RL PRATT WTP PHOTO DETAILS 1.dwg
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0.75 MG STORAGE TANK EXTERIOR WALLS TO BE COATED ACCORDING TO SPECIFICATIONS. COATING FORMULATION APPLIED ON ROOF SHALL CONTAIN ALGAECIDE TO AVOID ALGAE GROWTH.

13 C-1 PHOTO DETAIL 13
Scale: N.T.S.

LIME SILO AND ASSOCIATED PIPING TO BE COATED ACCORDING TO SPECIFICATIONS.

SAND SILO, SHAKER, AND ASSOCIATED PIPING TO BE COATED ACCORDING TO SPECIFICATIONS. SANDBLASTING AND SEALING OF TOP OF SILO TO BE PERFORMED DUE TO PRESENCE OF WATER INTRUSION.

14 C-1 PHOTO DETAIL 14
Scale: N.T.S.

15 C-1 PHOTO DETAIL 15
Scale: N.T.S.

SPIRACTORS AND RELATED PIPING TO BE COATED ACCORDING TO SPECIFICATIONS.

16 C-1 PHOTO DETAIL 16
Scale: N.T.S.

SPENT CATALYST PIT EXTERIOR WALL TO BE COATED ACCORDING TO SPECIFICATIONS.

17 C-1 PHOTO DETAIL 17
Scale: N.T.S.

EXIST. MIEX RESING RECYCLE PUMP PEDESTALS TO BE COATED ACCORDING TO SPECIFICATIONS. TYPICAL OF FOUR (4) PUMP PEDESTALS.

MIEX SYSTEM PIPING TO BE COATED ACCORDING TO SPECIFICATIONS.

PIPE TO BE COATED ACCORDING TO SPECIFICATIONS.

18 C-1 PHOTO DETAIL 18
Scale: N.T.S.

Plotted By: LL Diego Sheet Set: RL PRATT WTP COATING SYSTEM RESTORATION Layout: C-4 April 08, 2025 09:09:58am K:\web_civil\140593016 - main & pratt coatings\CAD\rl pratt wtp\plansheets\C-2 RL PRATT WTP PHOTO DETAILS 1.dwg
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WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	140593016
DATE	APR 2025
SCALE	AS SHOWN
DESIGNED BY	NPOB
DRAWN BY	DAL
CHECKED BY	NPOB

RL PRATT WTP COATING SYSTEM RESTORATION
PREPARED FOR
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY FL

LICENSED PROFESSIONAL
NICHOLAS P. O. BLACK
FL LICENSE NUMBER
84908
DATE: ____

PHOTO STUDY

SHEET NUMBER
C-4
5 OF 7

19 C-1 PHOTO DETAIL 19
Scale: N.T.S.

20 C-1 PHOTO DETAIL 20
Scale: N.T.S.

21 C-1 PHOTO DETAIL 21
Scale: N.T.S.

22 C-1 PHOTO DETAIL 22
Scale: N.T.S.

23 C-1 PHOTO DETAIL 23
Scale: N.T.S.

24 C-1 PHOTO DETAIL 24
Scale: N.T.S.

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PALM BEACH COUNTY FL

LICENSED PROFESSIONAL
NICHOLAS P. O. BLACK
FL LICENSE NUMBER 84908
DATE: ____

PHOTO STUDY

SHEET NUMBER C-5
6 OF 7

Plotted By:Liz Diego Sheet Set:RL PRATT WTP COATING SYSTEM RESTORATION Layout:C-5 April 08, 2025 09:10:05am K:\wpb_civil\140593016 - main & pratt coatings\CAD\rl pratt wtp\plansheets\C-2 RL PRATT WTP PHOTO DETAILS 1.dwg
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PIPES AND VALVES ADJACENT TO RESIN HANDLING BUILDING TO BE COATED ACCORDING TO SPECIFICATIONS.

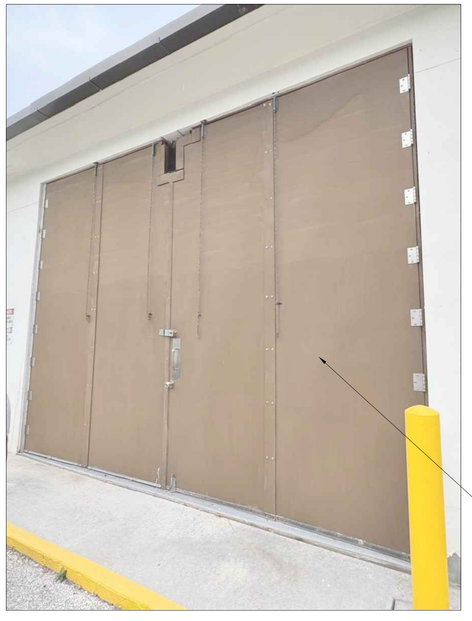
25 C-1 PHOTO DETAIL 25
Scale: N.T.S.

ALL BOLLARDS WITHIN WATER TREATMENT PLANT TO BE COATED ACCORDING TO SPECIFICATIONS.

26 C-1 PHOTO DETAIL 26
Scale: N.T.S.

PIPES AND VALVES ADJACENT TO FILTER GALLERY TO BE COATED ACCORDING TO SPECIFICATIONS. TYP. ON NORTH AND SOUTH SIDES.

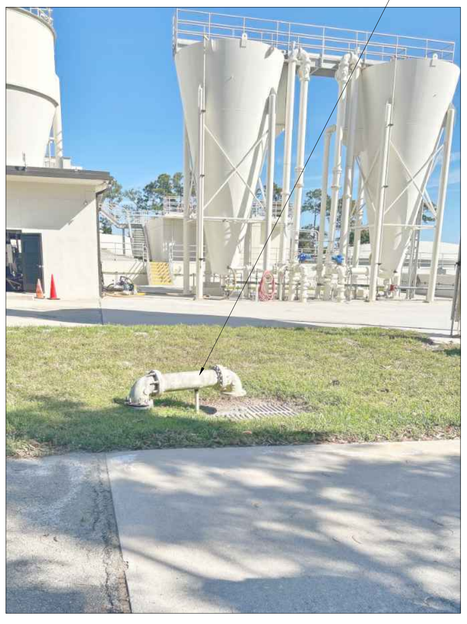
27 C-1 PHOTO DETAIL 27
Scale: N.T.S.



DOOR AT CHEMICAL BUILDING TO BE COATED ACCORDING TO SPECIFICATIONS.

28 C-1 PHOTO DETAIL 28
Scale: N.T.S.

DRAINAGE PIPE NEXT TO SPIRACTORS TO BE COATED ACCORDING TO SPECIFICATIONS.



29 C-1 PHOTO DETAIL 29
Scale: N.T.S.

FLANGES ON THE EAST SIDE OF FILTER GALLERY TO BE COATED ACCORDING TO SPECIFICATIONS.

4 C-1 PHOTO DETAIL 4
Scale: N.T.S.

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WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT 140593016
DATE APR 2025
SCALE AS SHOWN
DESIGNED BY NPOB
DRAWN BY DAL
CHECKED BY NPOB

RL PRATT WTP COATING SYSTEM RESTORATION
PREPARED FOR
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY FL

LICENSED PROFESSIONAL
NICHOLAS P. O. BLACK
FL LICENSE NUMBER
84908
DATE: ____

PHOTO STUDY

SHEET NUMBER
C-6
7 OF 7

Plotted By:Ramirez, Marlon Sheet Set:RL PRATT WTP COATING SYSTEM RESTORATION Layout:C-6 April 14, 2025 04:07:52pm K:\web_civil\140593016 - main & pratt coatings\CAD\rl pratt wtp\plansheets\C-2 RL PRATT WTP PHOTO DETAILS 1.dwg
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MAIN WTP PROTECTIVE COATING SYSTEM RESTORATION

PREPARED FOR

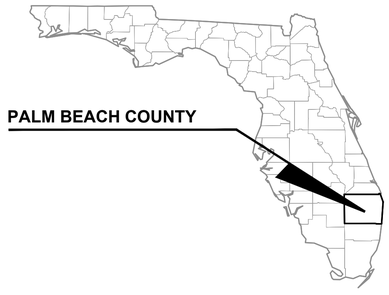
VILLAGE OF PALM SPRINGS

APRIL 2025

VILLAGE COUNCIL

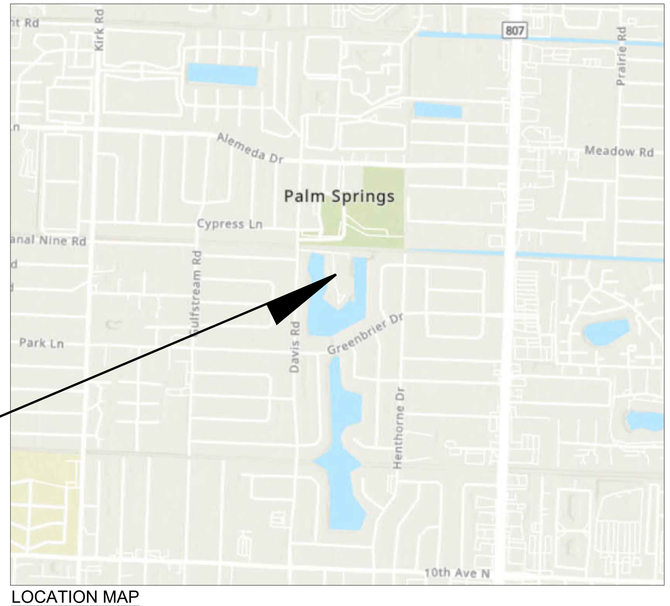
MAYOR	BEV SMITH
VICE MAYOR	JONI BRINKMAN
MAYOR PRO TEM	PATTI WALLER
COUNCIL MEMBER	GARY M. READY
COUNCIL MEMBER	KIM SCHMITZ
VILLAGE MANAGER	MICHAEL BORNSTEIN
ASSISTANT VILLAGE MANAGER	KIM GLAS-CASTRO
UTILITY DIRECTOR	JIMMIE JOHNSON
ASSISTANT UTILITIES DIRECTOR	PAUL WARD

SHEET LIST	
Sheet Number	Sheet Title
1	COVER SHEET
2	SITE PLAN
3	PHOTO STUDY
4	PHOTO STUDY
5	PHOTO STUDY
6	PHOTO STUDY
7	PHOTO STUDY



PROJECT LOCATION

VPS MAIN WTP
360 DAVIS ROAD
PALM SPRINGS, 33461



LOCATION MAP
N.T.S. or AS NOTED

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Plotted By:Li, Diego Sheet Set:MAIN WTP COATING SYSTEM RESTORATION Layout:G-1 COVER SHEET April 08, 2025 09:07:30am K:\wpb_civil\140593016 — main & pratt coatings\CAD\MAIN WTP\plansheets\G-1 COVER SHEET.dwg

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KHA PROJECT 140593016
DATE APR 2025
SCALE AS SHOWN
DESIGNED BY NPOB
DRAWN BY DAL
CHECKED BY NPOB

MAIN WTP COATING SYSTEM RESTORATION
PREPARED FOR
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY FL

LICENSED PROFESSIONAL
NICHOLAS P. O. BLACK
FL LICENSE NUMBER
84908
DATE: _____

COVER SHEET

SHEET NUMBER
G-1
1 OF 7

SITE KEY MAP
Scale: 1" = 50'

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE WORK WITH THE OWNER AND PROVIDE 48-HOURS NOTICE PRIOR TO STARTING WORK.
2. CONTRACTOR SHALL CONFIRM SIZE, MATERIAL, AND LOCATION OF ALL INFRASTRUCTURE AND FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO ORDERING MATERIALS.
4. ALL AREAS IMPACTED BY THE PROJECT SHALL BE RESTORED PER SPECIFICATIONS.
5. ALL METAL STRUCTURES SHALL BE SANDBLASTED PRIOR TO APPLICATION OF COATING SYSTEM UNLESS OTHERWISE SPECIFIED.

PROTECTIVE COATING SYSTEM NOTES:

1. ALL COATING SHALL BE FURNISHED BY THE SAME MANUFACTURER.
2. ALL COATING SHALL BE APPLIED IN FAVORABLE CONDITIONS AS STATED IN THE TECHNICAL SPECIFICATIONS.
3. ALL SURFACES ARE TO RECEIVE SURFACE PREPARATION ACCORDING TO THE TECHNICAL SPECIFICATIONS PRIOR TO ANY OTHER SPECIFIED SURFACE PREPARATION.
4. PROTECTIVE COATING SYSTEMS ARE TO BE APPLIED ACCORDING TO THE LIST PROVIDED IN THE TECHNICAL SPECIFICATIONS SECTION 09900.

LEGEND:

1	PHOTO DETAIL #1 SHEET C-2	16	PHOTO DETAIL #16 SHEET C-4
2	PHOTO DETAIL #2 SHEET C-2	17	PHOTO DETAIL #17 SHEET C-4
3	PHOTO DETAIL #3 SHEET C-2	18	PHOTO DETAIL #18 SHEET C-4
4	PHOTO DETAIL #4 SHEET C-2	19	PHOTO DETAIL #19 SHEET C-5
5	PHOTO DETAIL #5 SHEET C-2	20	PHOTO DETAIL #20 SHEET C-5
6	PHOTO DETAIL #6 SHEET C-2	21	PHOTO DETAIL #21 SHEET C-5
7	PHOTO DETAIL #7 SHEET C-3	22	PHOTO DETAIL #22 SHEET C-5
8	PHOTO DETAIL #8 SHEET C-3	23	PHOTO DETAIL #23 SHEET C-5
9	PHOTO DETAIL #9 SHEET C-3	24	PHOTO DETAIL #24 SHEET C-5
10	PHOTO DETAIL #10 SHEET C-3	25	PHOTO DETAIL #25 SHEET C-6
11	PHOTO DETAIL #11 SHEET C-3	26	PHOTO DETAIL #26 SHEET C-6
12	PHOTO DETAIL #12 SHEET C-3	27	PHOTO DETAIL #27 SHEET C-6
13	PHOTO DETAIL #13 SHEET C-4	28	PHOTO DETAIL #28 SHEET C-6
14	PHOTO DETAIL #14 SHEET C-4	29	PHOTO DETAIL #29 SHEET C-6
15	PHOTO DETAIL #15 SHEET C-4	30	PHOTO DETAIL #30 SHEET C-6

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WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT 140593016
DATE APR 2025
SCALE AS SHOWN
DESIGNED BY NPOB
DRAWN BY DAL
CHECKED BY NPOB

MAIN WTP COATING SYSTEM RESTORATION

PREPARED FOR
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY FL

LICENSED PROFESSIONAL
NICHOLAS P. O. BLACK
FL LICENSE NUMBER
84908
DATE: ____

MAIN WTP SITE PLAN

SHEET NUMBER
C-1
2 OF 7

Plotted By:Ramirez, Marlon Sheet Set:MAIN WTP COATING SYSTEM RESTORATION Layout:C-1 SITE PLAN April 14, 2025 04:50:32pm K:\wpb_civil\140593016 - main & pratt coatings\CAD\MAIN WTP\plansheets\C-1 MAIN WTP SITE PLAN.dwg
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1 C-1 PHOTO DETAIL 1
Scale: N.T.S.

2 C-1 PHOTO DETAIL 2
Scale: N.T.S.

3 C-1 PHOTO DETAIL 3
Scale: N.T.S.

4 C-1 PHOTO DETAIL 4
Scale: N.T.S.

5 C-1 PHOTO DETAIL 5
Scale: N.T.S.

6 C-1 PHOTO DETAIL 6
Scale: N.T.S.

Plotted By:LL Diego Sheet Set:MAIN WTP COATING SYSTEM RESTORATION Layout:C-2 April 08, 2025 09:07:50am K:\vpb_civil\140593016 – main & pratt coatings\CAD\MAIN WTP\plansheets\C-2 PHOTO STUDY.dwg
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PALM BEACH COUNTY FL

LICENSED PROFESSIONAL
NICHOLAS P. O. BLACK
FL LICENSE NUMBER
84908
DATE: _____

PHOTO STUDY

SHEET NUMBER
C-2
3 OF 7

EXTERIOR WALLS TO BE COATED ACCORDING TO SPECIFICATIONS. CRACK ON CONCRETE WALL TO BE REPAIRED PRIOR TO COATING APPLICATION AND PER SPECIFICATIONS

7 C-1 PHOTO DETAIL 7
Scale: N.T.S.

AIR VENTS AROUND SITE TO BE COATED ACCORDING TO SPECIFICATIONS. TOTAL OF SIX (6) AIR VENTS.

8 C-1 PHOTO DETAIL 8
Scale: N.T.S.

EXTERIOR WALLS OF CHLORINE CONTACT BASIN, FILTER BUILDING, AND ASSOCIATED PIPING TO BE COATED ACCORDING TO SPECIFICATIONS.

9 C-1 PHOTO DETAIL 9
Scale: N.T.S.

THM STRIPPING TOWER, DUCTWORK, AND BLOWER NOT TO BE COATED.

PIPING AT THM STRIPPING TOWER TO BE COATED ACCORDING TO SPECIFICATIONS.

10 C-1 PHOTO DETAIL 10
Scale: N.T.S.

PIPING AT THM STRIPPING TOWER TO BE COATED ACCORDING TO SPECIFICATIONS.

11 C-1 PHOTO DETAIL 11
Scale: N.T.S.

LIGHT POLES AROUND SITE TO BE COATED ACCORDING TO SPECIFICATIONS.

12 C-1 PHOTO DETAIL 12
Scale: N.T.S.

Plotted By:Li, Diego Sheet Set:MAIN WTP COATING SYSTEM RESTORATION Layout:C-3 April 08, 2025 09:07:51am K:\wpb_civil\140593016 – main & pratt coatings\CAD\MAIN WTP\plansheets\C-2 PHOTO STUDY.dwg
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84908
DATE: _____

PHOTO STUDY

SHEET NUMBER
C-3
4 OF 7

1.0 MG STORAGE TANK EXTERIOR WALLS TO BE COATED ACCORDING TO SPECIFICATIONS. COATING FORMULATION APPLIED ON ROOF SHALL CONTAIN ALGAECIDE TO AVOID ALGAE GROWTH.

13 / C-1 PHOTO DETAIL 13
Scale: N.T.S.

BACK WASHWATER PUMPS AND PIPING TO BE COATED ACCORDING TO SPECIFICATIONS.

14 / C-1 PHOTO DETAIL 14
Scale: N.T.S.

0.5 MG STORAGE TANK EXTERIOR WALLS TO BE COATED ACCORDING TO SPECIFICATIONS. COATING FORMULATION APPLIED ON ROOF SHALL CONTAIN ALGAECIDE TO AVOID ALGAE GROWTH.

15 / C-1 PHOTO DETAIL 15
Scale: N.T.S.

EQUALIZATION FINISH WATER PIPE TO BE COATED ACCORDING TO SPECIFICATIONS.

16 / C-1 PHOTO DETAIL 16
Scale: N.T.S.

EQUALIZATION FINISH WATER PIPE AND VALVES TO BE COATED ACCORDING TO SPECIFICATIONS.

17 / C-1 PHOTO DETAIL 17
Scale: N.T.S.

EXISTING TWO (2) HIGH SERVICE PUMPS AND ASSOCIATED PIPING TO BE REPLACED UNDER A DIFFERENT CONTRACT. NEW (2) TWO HIGH SERVICES PUMPS TO BE COATED ACCORDING TO SPECIFICATIONS.

18 / C-1 PHOTO DETAIL 18
Scale: N.T.S.

No.	REVISIONS	DATE	BY

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PALM BEACH COUNTY FL

LICENSED PROFESSIONAL
NICHOLAS P. O. BLACK
FL LICENSE NUMBER
84908
DATE: ____

PHOTO STUDY

SHEET NUMBER
C-4
5 OF 7

Plotted By:L. Diego Sheet Set:MAIN WTP COATING SYSTEM RESTORATION Layout:C-4 April 08, 2025 09:07:56am K:\wpb_civil\140593016 - main & pratt coatings\CAD\MAIN WTP\plansheets\C-2 PHOTO STUDY.dwg
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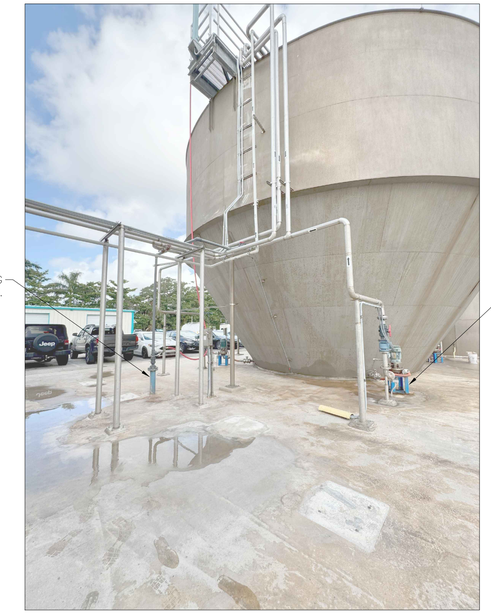
19 C-1 **PHOTO DETAIL 19**
Scale: N.T.S.



20 C-1 **PHOTO DETAIL 20**
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21 C-1 **PHOTO DETAIL 21**
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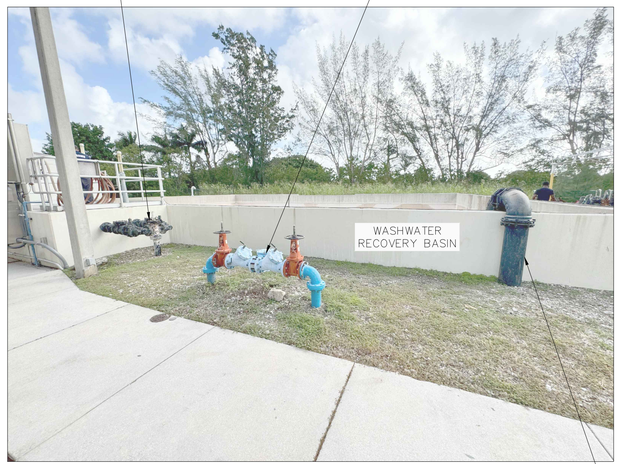

22 C-1 **PHOTO DETAIL 22**
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23 C-1 **PHOTO DETAIL 23**
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24 C-1 **PHOTO DETAIL 24**
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This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	140593016
DATE	APR 2025
SCALE	AS SHOWN
DESIGNED BY	NPOB
DRAWN BY	DAL
CHECKED BY	NPOB

MAIN WTP COATING SYSTEM RESTORATION

PREPARED FOR

VILLAGE OF PALM SPRINGS

PALM BEACH COUNTY FL

LICENSED PROFESSIONAL

NICHOLAS P. O. BLACK

FL LICENSE NUMBER 84908

DATE: _____

PHOTO STUDY

SHEET NUMBER

C-5

6 OF 7

25 C-1 PHOTO DETAIL 25
Scale: N.T.S.

26 C-1 PHOTO DETAIL 26
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27 C-1 PHOTO DETAIL 27
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28 C-1 PHOTO DETAIL 28
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29 C-1 PHOTO DETAIL 29
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30 C-1 PHOTO DETAIL 30A & 30B
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PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT 140593016
DATE APR 2025
SCALE AS SHOWN
DESIGNED BY NPOB
DRAWN BY DAL
CHECKED BY NPOB

MAIN WTP COATING SYSTEM RESTORATION
PREPARED FOR
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY FL

LICENSED PROFESSIONAL
NICHOLAS P. O. BLACK
FL LICENSE NUMBER
84908
DATE: ____

PHOTO STUDY

SHEET NUMBER
C-6
7 OF 7

ITB No. 2025B-009

Water Treatment Plant Protective Coating Systems Restoration

Virtual E-Bid Submittal Deadline - July 09, 2025 at 2:00 p.m.

Staff Present: Sylvia Ward, Procurement Manager
Kim Wynn, Village Clerk
Jane Worth, Village Deputy Clerk
Scott Simon, Project Cooridnator

Meeting Start: 2:30pm

Meeting End: 2:32pm

Name	Phone	Address	Lump Sum
Sun Art Painting Corp.	561-662-0013	4388 Elm Ave. , Palm Beach Gardens, Florida 33410	$ 873,560.00
Southern Road & Bridge, LLC	727-940-5395	2997 Alt. 19, Suite B , Palm Harbor, Florida 34683	$ 1,591,500.00
WGM Quality Painting, Inc	561-889-1286	536 Tall Pines Road , Haverhill, Florida 33415	$ 2,000,000.00
Restoration & Protective Solutions LLC	941-575-1255	12705 Tamiami Trl , Punta Gorda, Florida 33955	$ 971,000.00
Titan Construction Management LLC (dba Titan Civil Construction)	727-330-2729	1787 S Pinellas Ave. Suite 600, Tarpon Springs, Florida 34689	$ 1,575,000.00
Shamrock Restoration Services, Inc	813-505-7839	27091 Osage St , Brooksville, Florida 34601	$ 929,644.00
Southern Star Contractors Inc	561-523-1760	11095 162nd PL N , Jupiter, Florida 33478	$ 991,700.00
Creative Contracting Group	561-333-1445	3141 fortune way suite 16 , Wellington, Florida 33414	$ 813,900.00

Kimley»Horn

July 17, 2025

Andrew Klausner
Project Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

RE: Main and RL Pratt WTPs Coating System Restoration
Bid Number: 2025B-009
KHA Bid Review

Andrew,

The Village of Palm Springs publicly advertised the bid documents for the Main and RL Pratt WTPs Coating System Restoration project on June 4th, 2025, and scheduled a non-mandatory pre-bid meeting, which was held virtually on June 11th, 2025, to discuss the project with potential bidders. On July 9th, 2025, bids were publicly opened and read. The Village of Palm Springs provided Kimley-Horn with electronic copies of the eight (8) bids received. A bid tabulation was prepared by Kimley-Horn that includes the summary of the total bid amounts received. The bid amounts for this project are as follows:

Company	Total Bid
Creative Contracting Group	*$ 813,900.00*
Sun Art Painting Corp.	*$ 873,560.00*
Shamrock Restoration Services, Inc.	*$ 929,644.00*
Restoration & Protective Solutions, LLC	*$ 971,000.00*
Southern Star Contractors, Inc.	*$ 991,700.00*
Titan Construction Management, LLC	*$ 1,575,000.00*
Southern Road & Bridge, LLC	*$ 1,591,500.00*
WGM Quality Painting, Inc.	*$ 2,000,000.00*
Engineer's Opinion of Probable Construction Costs	*$ 847,500.00*

As shown, eight (8) contractors submitted bids for the project. All bidders are reputable firms with experience in coating restoration work for multiple facilities throughout Florida. Kimley-Horn reviewed the bid packages for completeness with respect to the lowest bid amount, most responsive, and most responsible bidder. All bid packages were provided by the Village of Palm Springs and reviewed by Kimley-Horn as part of the contractor selection process. The results of our review are as follows:

- No math errors were found in the bids received
- The apparent low bidder, Creative Contracting Group, submitted a total bid amount of $813,900, approximately 4% lower than the Engineer's Opinion of Probable Construction Costs (OPCC). Upon review of their qualifications and experience, it was determined that their work history is primarily focused on general building painting and not water or wastewater plant infrastructure. Creative Contracting Group did not provide the minimum required five (5)

reference projects of similar projects of size or scope. As such, the Village has elected to disqualify this bid due as it is deemed non-responsive.

- The second-lowest bidder, Sun Art Painting Corp., submitted a bid of $873,560. Sun Art Painting Corp. does possess experience with coating applications in water and wastewater treatment facilities, their experience is limited in project size. Their project history primarily includes smaller-scale coating work that differs in complexity and scope from the requirements of this project. Although this bid demonstrates experience in projects of similar scope, this bid fails to demonstrate the minimum five (5) projects of similar size. As such, the Village has elected to disqualify this bid as it is deemed non-responsive.
- Shamrock Restoration Services, Inc., submitted the third-lowest bid of $929,644. Shamrock has extensive and directly relevant experience with protective coatings and specialty surface preparation for municipal water and wastewater facilities, including work involving piping, structural steel, and equipment. Shamrock submitted all required documentation and necessary work experience of projects in similar size and scope. As such, Shamrock Restoration Services, Inc. is determined to provide the lowest, most responsive, and responsible bid when considering both price and qualifications.

Based on our review of the bid submissions, Shamrock Restoration Services, Inc., submitted the lowest price, most responsive and most responsible bid meeting the requirements of the bid documents. Should you have any questions or require additional information, please do not hesitate to contact this office at (561) 421-1979.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Nick Black, P.E.

Attachment: Bids
Cc: Scott Simon (VPS)
Andre Sanatan (VPS)

\\kimley-horn.com\FL_WPB1\WPB_Civil\140593016 - MAIN & PRATT COATINGS\Bidding\Submittal\ITB#2025B-009 - KHA Bid Review.docx

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Utilities

ITEM #10: Professional Services Agreement - Owner's Representative/Project Manager for Utilities Operations Building Project (Task Order No.331) - Gregory H. Siefker

SUMMARY: The Utilities department has requested the professional services of an "owner's representative" to serve as the project manager during the design and construction of the Utilities Operations Building Project (Task Order No. 331). An Owner's Representative represents the Village's interests and ensures coordination between the Construction Manager at Risk (To be Determined) and Design Professionals (Currie Sowers Aguila Architects and CHA Consulting, Inc.).

The Village staff recommends retaining Gregory (Greg) Siefker as the project manager. Mr. Siefker has over 30 years of construction experience. He has been a construction manager and owner's representative for many projects, such as FPL, Marriott, Norton Museum of Art, and is currently representing the Village as the Owner's Representative on the Villages Police Department Expansion Project. He will bring a level of expertise and experience that cannot be provided by Village staff.

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

Pre-Construction Services

1. Assist in completing the design with the Engineer/Architect.
2. Look for value engineering opportunities.
3. Be a member of, or advisor to, the Construction Manager (CM) at Risk Request For Proposal (RFP) Selection Committee.
4. Provide professional review of contract documents with supporting vendors.
5. Review of permit and scope documents to support pricing.
6. Review of Guaranteed Maximum Price (GMP) Proposal from the CM at risk.

Construction Services

1. Participate in telephone and electronic communications with the client and project team to coordinate the Project, discuss Project strategy, and provide periodic updates. OAC meetings are anticipated weekly, with separate update meetings scheduled as needed for Utilities management.
2. Review proposed contract changes in order to validate changes or scope deficiencies and confirm that proposed material and labor rates are in line.

3. Review the validation of Contractors' monthly pay applications and vendors' invoices. Manage all Notices to Owner, logging monthly partial releases associated with contractor's applications for payment.
4. Coordinate with Village of Palm Springs Building Department staff to develop a punch list of items needed to be completed to obtain a certificate of completion for each project component.
5. Support warranty process and compilation of manufacturers' warranties.
6. Support Project closeout with review of final lien releases and Final Affidavit by General Contractor.

Mr. Siefker has committed his attention to the Village's construction project for the duration of the effort. His hourly rate is $195 through December 31, 2025, and will be increased to $215 per hour through the end of the project, and he estimates an average of 15–20 hours during pre-construction and 15–20 hours per week during construction, with variations as each phase progresses. The total amount to be paid by the Consultant under this Agreement shall not exceed **Two Hundred Thirty-Nine Thousand Four Hundred Seventy-Five Dollars ($239,475.00).**

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

The Village has previously worked with Mr. Siefker, but his references commented that he provided excellent service in their construction efforts.

FISCAL IMPACT:
The cost for these services will be included in the Utilities Operation Building construction project and funded through account #56200 in the Water and Sewer Enterprise Fund with a total amount not exceed **Two Hundred Thirty-Nine Thousand Four Hundred Seventy-Five Dollars ($239,475.00).**

ATTACHMENTS:
1. Proposed Agreement (PSA) Owner's Rep Services - Utilities Operations Building
2. Proposal - G H Siefker Enterprises Utilities Operations Building
3. Owner's Rep Cost Projection

PROFESSIONAL SERVICES AGREEMENT
(Owners Representation / Project Management Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on _____, 2025, by and between the **Village of Palm Springs**, Florida, a municipal corporation ("Village"), and **G H Siefker Enterprises Inc.**, a Florida corporation ("Consultant").

RECITALS

WHEREAS, the Village is in need of a consultant to provide owner's representation and project management services to assist the Village with the development of its new utilities EOC OPS building located at 360 Davis Road, Palm Springs, Florida ("Project"); and

WHEREAS, the Consultant has significant experience in assisting organizations in large construction projects providing owners representation and project management services including, but not limited to, assisting the Village with its police department building expansion project; and

WHEREAS, the Consultant has provided the Village with a written proposal to provide the Village with the services needed for the Project; and

WHEREAS, the Village's procurement code, section 58-3, authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection provided the contract is approved by the Village Council (anticipated cost to exceed $35,000); and

WHEREAS, the Village desires to accept the Consultant's proposal for the Consultant to render the services to the Village as provided herein; and

WHEREAS, the Consultant further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by Consultant to the Village for the Project; and,

WHEREAS, the VILLAGE finds entering this Agreement with the Consultant serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the services of the Consultant, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the Consultant's proposal which is attached hereto as **Exhibit "A"** and incorporated herein, the Consultant shall provide owner's representation and project management services to the Village for the Project. The Village Manager or designee shall serve as the Village's project coordinator.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent

contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) Term. The term of this Agreement shall commence upon the approval of this Agreement by Village Council and shall be for the period of time for all services to be rendered as set forth in **Exhibit "A"** unless earlier terminated as stated herein.

(b) Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth by the Village and as agreed to by the Consultant.

(c) Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

3. Continue and complete all parts of the services that have not been terminated.

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Purchase Order(s). This Agreement is a non-exclusive agreement with the Village. The Village will issue a Village Purchase Order consistent with the Consultant's proposal (Exhibit "A") or as otherwise agreed by the Parties to commence services; however, the terms and conditions stated in a Village Purchase Order shall not apply. Consultant 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 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.

(b) Invoices. The Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement and the Village issued purchase order in the previous month. The invoices shall specify the services performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice. Invoices shall be submitted to:

Village of Palm Springs
Attn: Finance Department
226 Cypress Lane
Palm Springs, FL 33461

All disputes regarding payments shall be resolved in accordance with Florida's Local Government Prompt Payment Act (for non-construction services). Interest for late payments (if any) shall only accrue as authorized by Florida's Local Government Prompt Payment Act.

(c) Payments. The Village agrees to compensate the Consultant in accordance with Exhibit "A" and the Village issued Purchase Order; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed Two Hundred Thirty-Nine Thousand Four Hundred Seventy-Five Dollars ($239,475.00)**. The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the Village under this Agreement and not set forth in a Village issued Purchase Order.

SECTION 6: INDEMNIFICATION. The Consultant shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence; however, the Village shall not be required to indemnify, defend, or hold the Consultant harmless for any claim, damage, loss, cost, or action arising out of, pertaining to, or in any manner related to this Agreement or the Project. 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 the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

Type of Coverage	Amount of Coverage
Professional liability/ Errors and Omissions	$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	$1, 000,000 per occurrence

Independent Consultant, personal injury)	$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits

The commercial general liability and automobile policies will name the Village as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: 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 OR ARISING FROM THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant 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, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant 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 Consultant, supplier or sub-consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the Village shall be sent to:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Consultant, shall be sent to:

Siefker Enterprises
Attn: Gregory Siefker, President
9239 Emily Circle
Lake Worth, FL 33467

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and VILLAGE may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village Council. The Effective Date is the date this Agreement is executed by the Village.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. 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.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, Exhibit "A" and a Village issued Purchase Order for the Consultant's services. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the remaining documents, the Village issued Purchase Order shall prevail with this Agreement 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.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in a Village issued Purchase Order shall become the property of the Village. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Village accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the Village to perform the service.

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 434-5084, kwynn@vpsfl.org, OR BY MAIL SENT TO THE VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES, E-VERIFY AND COERCION FOR LABOR.

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

(b) The Consultant shall comply with all requirements of Section 448.095, Florida Statutes, as applicable, including without limitation, the Consultant registering with and use the E-Verify system to verify the work authorization status of all newly hired employees and requiring all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees. If the Village terminates this Agreement under Section 448.095(2)(c), Florida Statues, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

(c) The Consultant, by signing this Agreement as set forth below, attests that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Remainder of this page intentionally left blank
Signature page follows

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Owners Representation / Project Management Services Utilities) as of the day and year set forth above.

ATTEST:

VILLAGE OF PALM SPRINGS

By: _____
Kimberly Wynn, Village Clerk

By: _____
Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Village Attorney

CONSULTANT: **G H Siefker Enterprises Inc.**

By: _____
Print Name: Greg Siefker
Print Position: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of X physical presence or __online notarization on this 19th day of August, 2025, by Greg Siefker of G H Siefker Enterprises, Inc., a Florida corporation, authorized to do business in the State of Florida, who is personally known to me or who has produced Driver's License as identification, and who did take an oath 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 Consultant to the same.

Notary Seal:

Notary Public State of Florida
Chelsea Vega-Mitchell
My Commission
HH 256158
Exp. 5/23/2026

_____
Notary Public Signature

EXHIBIT "A"
(Consultant's Proposal – Dated July 2, 2025 (five pages))

July 2, 2025

Andrew Klausner
Village of Palm Springs, Operations Building
Main Water treatment Plant
Palm Springs, FL

Dear Mr. Klausner,

G H Siefker Enterprises Inc, a Florida corporation ("Siefker Enterprises") is pleased to submit to The Village of Palm Springs ("Client") this contract for professional Owners Representation / Project Management services for the New Utilities EOC OPS Building, located at 360 Davis Road, Village of Palm Springs, FL 33461. Based on our meeting Tuesday 6-10-25 and Subsequent meeting 6-30-25 and walk of the project location the assignment will include the demolition of the existing buildings, Relocation of the fueling systems and new above ground holding tank, the relocation of the generator and necessary upgrades to the electrical distribution panels and new construction of the Utility Operations building as designed by Currie Sowards Aguila Architects.

SCOPE OF WORK

Siefker Enterprises scope of work ("Work") shall consist of, coordination, management and representation to oversee third party consultants, contractors and construction of the projects and Coordination of reviews and inspections by the Palm Springs Building official. The Work is comprised of the following task:

1. Establish lines of communication, project controls and implementation procedures. G H Siefker Enterprises will report directly to Village of Palm Springs management team and coordinate with Utility, facilities and operations teams.
2. Participate in weekly project team meetings.
3. Provide Professional review of contract documents with supporting vendors.
4. Support review of professionals and final selection of Structural Engineer.
5. Support Review of professionals and final selection of Civil Engineer.
6. Support obtaining proposals and selecting engineer for fueling scope.
7. Work with VPS Utilities team on the development of master schedule for the project.
8. Work with Utilities team on phasing of the generator relocation, fueling station relocation and the removal of inventory and buildings to support new construction.
9. Review of permit and scope documents to support pricing.
10. Develop and manage the Request for Quote to local market General Contractors.
11. Work with VPS on contractor evaluation criteria and selection of GMP vendor.
12. Support Contractor evaluation and recommendations to village council.
13. Work with Village outside council and operations on GMP contract with vendor.
14. Work with the selected vendor to complete thorough pricing of the project (three vendors per trade).
15. Work VPS utilities and operations on possible Value Engineering.
16. Work with Civil Engineering team on obtaining SFWMD and Palm Beach County permits.
17. Participate in telephone and electronic communications with Client and project team for the purposes of coordinating Project, discussing Project strategy and providing periodic updates. OAC meetings are

anticipated Weekly with separate update meetings to be scheduled as needed for Village of Palm Springs management.
18. Review proposed contract change orders to validate change or scope deficiency, confirm proposed material and labor rates are in line.
19. Review and validation of contractors monthly pay applications and vendors invoices.
20. Work with Village Accounting team on Direct Owner Purchase program to support Sales Tax savings.
21. Manage all Notices to the Owner, logging monthly partial releases associated with contractor's applications for payment.
22. Coordinate with Village of Palm Springs Building Department staff to develop punchlist of items needed to be completed to obtain certificate of completion for each component of the project.
23. Support warranty process and compilation of Manufacturers warranties.
24. Support Project closeout with review all final lien releases and Final Affidavit by General Contractor.

COMPENSATION, RETAINER AND REIMBURSABLE EXPENSES

Siefker Enterprises' fees for the Work shall be as follows:

The total cost of – Owners Representation/ Project Management – Is being proposed at an hourly rate of $195/ hour with the anticipation that support would initially be required at a level of 15-20 hours per week. Hourly rates will be adjusted to $215/hour after 12/31/25 through the end of the project.

The Client shall reimburse Siefker Enterprises for expenses incurred in connection with the work including, without limitation, FedEx, photocopies, blueprints, and vehicle mileage. Reimbursable items shall be invoiced by Siefker Enterprises monthly at cost plus 10%. Mileage will be invoiced at the standard mileage rate established by the Internal Revenue Service (the current mileage rate is $0.70 per mile).

PAYMENT FOR SERVICES

Siefker Enterprises shall invoice Client monthly for the work base on the hourly rates included to support scope agreed to on June 11, 2025, and outlined above. Payment shall be due Siefker Enterprises within 15 calendar days of each invoice. Interest, at a rate of ten percent (10%) per annum will accrue on any delinquent payment. Client agrees that Siefker Enterprises will discontinue its performance of the work if invoices become delinquent by more than thirty (30) days, and work will not re-commence until all past due invoices are paid in full. Client agrees that Siefker Enterprises will not be liable for any costs, damages or other claim in the event of such a work stoppage.

TERMINATION OF AGREEMENT

This contract is terminable by Client or Siefker Enterprises upon thirty (30) days prior written notice to the other party, for any reason whatsoever. Termination of this contract shall not relieve Client of any obligation for payment for services performed by Siefker Enterprises prior to receipt of the notice of termination, and for any pending services to be finalized prior to the actual termination date and shall not relieve Siefker Enterprises of completing any Task or Sub-Task for which it has been paid.

RESPONSIBILITIES AND LIABILITY LIMITATIONS

Client will cooperate fully with Siefker Enterprises in all matters regarding the work and fully disclose throughout the performance of the work all facts, documents or information applicable to the Project or the Property, Client agrees that Siefker Enterprises may rely on the accuracy of any such disclosure. The client will make itself reasonably available to attend meetings, hearings and other proceedings, and will timely approve negotiations or acceptable terms of any compromise or agreement.

Client understands that any third party consultants involved in the Project are solely responsible for their respective obligations, and Siefker Enterprises obligation under this agreement regarding such consultants is limited solely to coordinating their work to facilitate project approval; in no event is Siefker Enterprises liable for any action, inaction, result or failure to obtain a desired result, by any such consultant, regardless of whether such consultant was initially solicited by Siefker Enterprises.

Siefker Enterprises and Client agree that the project schedule is dependent on the permitting and inspections required by the Village of Palm Springs. Best efforts will be made to anticipate timing for the same in schedules, however, this portion of project scope cannot be controlled by Siefker Enterprises.

Siefker Enterprises, its consultants, agents, representatives, officers, directors or employees, shall have no liability to Client or any third party for indirect, special, reliance, incidental, consequential or exemplary damages arising out of or concerning the performance of the services for this contract beyond the amount of fees actually paid by Client for the Work. Client indemnifies, defends (with counsel acceptable to Siefker Enterprises) and holds harmless Siefker Enterprises from any claim, damage, loss, cost or action arising out of, pertaining to or in any manner related to the Project or the Property or Siefker Enterprises performance of the Work including, without limitation, any claim of tortious interference with contract, Owner acknowledging that this provision is a material inducement to Siefker Enterprises entry into this contract.

NO ASSIGNMENT

This Contract is personal to each of the parties hereto and is not assignable by any party without the consent in writing of each other party first obtained.

WARRANTY OF AUTHORITY

Each individual signing this Contract on behalf of a party hereto hereby warrants that such individual has full authority to sign this Contract on behalf of such party.

FURTHER ASSURANCES

The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be necessary or appropriate to carry out the purposes of this Contract.

SEVERABILITY

If any provision of this Contract is deemed to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provisions shall not affect the remainder of this Contract.

WAIVER

Failure by either party to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof.

NOTICES

Any notice required or permitted to be given under this Contract shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice shall be given at the address set forth below:

Siefker Enterprises: 9239 Emily Circle
Lake Worth, FL 33467

Village of Palm Springs: _____
_____

Notice shall be deemed effective upon receipt, if made by personal delivery, or upon deposit in United States mail.

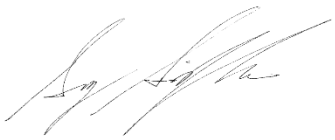
ENUREMENT, ETC.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigners.

Please countersign this contract below indicating Client's consent to its terms and return one (1) fully executed counterpart to Siefker Enterprises within three (3) days of the date set forth above.

Sincerely,

G H Siefker Enterprises Inc.



July 02, 2025
Gregory H. Siefker Date
President

Accepted by:

Village of Palm Springs
BY:
BY:

_____ _____
Authorized Signature Date

UTILITIES OPERATIONS BUILDING

OWNERS REP PROJECTED COSTS

Pre construction services (10 Months)	Weeks	Rate	Hrs. per Week	Total Hours	Cost
September 1,2025 thru July 1, 2026					
September 1,2025 thru December 31,2025	8	$195.00	15	120	$23,400.00
January 1,2026 thru July 1,2026	16	$215.00	15	240	$51,600.00
Construction Services (14 Months)					
July 1,2026 thru September 1,2027	51	$215.00	15	765	$164,475.00
TOTAL	75				$239,475.00

*43 weeks - Pre constrcution
**14 month construction - 51 weeks
**9 month construction - 39 weeks

COMPENSATION, RETAINER AND REIMBURSABLE EXPENSES

Siefker Enterprises' fees for the Work shall be as follows:

The total cost of – Owners Representation/ Project Management – Is being proposed at an hourly rate of $195/ hour with the anticipation that support would initially be required at a level of 15-20 hours per week. Hourly rates will be adjusted to $215/hour after 12/31/25 through the end of the project.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Public Works

ITEM #11: Resolution No. 2025-20 - Three-year Contract Renewal with Epicurean Park LLC for Landscape Services Village Wide

SUMMARY: The Village's Public Works Department actively manages all the mowing, edging, trimming, and weeding of all public facilities, green spaces, and parks. As part of maintaining a high level of service for our residents and stakeholders on Village-owned property, Landscape Services was contracted out in 2022 to Epicurean Park LLC. The vendor has performed exceptionally well and maintains a high standard for landscape maintenance services throughout the Village. The initial contract period is for a 3-year term expiring on September 5, 2025, with the option to renew for an additional 3-year term beginning on September 6, 2025. The initial 3-year contract period held all contract rates with no increases. The contractor has submitted a request for cost increases of approximately 17%, which equates to $27,204.00. The increase in costs comes after the contractor experienced labor wage, insurance, and equipment cost increases across the board.

The Public Works Department is recommending the First Amendment to Epicurean Park LLC Landscape Services Agreement for the 3-year renewal at an annual cost of $156,294.00.

FISCAL IMPACT:

The First Amendment to the Epicurean Park LLC Landscape Services Agreement has an annual cost of $156,294.00, which is funded through the General Fund, comprising the Public Works, Parks and Recreation, and Water Utility Departments. The contract's financial breakdown is as follows: Public Works - $72,174.00, Parks and Recreation - $67,380.00, Water Utilities - $16,740.00

ATTACHMENTS:

1. Proposed Resolution No. 2025-20 - Epicurean Landscape
2. First Amendment to Epicurean Park LLC Landscape Services Agreement

RESOLUTION 2025-20

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE THREE (3) YEAR RENEWAL OF THE AGREEMENT WITH EPICUREAN PARK, LLC, FOR VILLAGE-WIDE LANDSCAPE SERVICES; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, the Public Works Department oversees landscape services for all public facilities, green spaces and parks in the Village; and

WHEREAS, the Village awarded RFP 2022R-002 to Epicurean Park, LLC, located at 4447 Broadway Street, Lake Worth, FL 33461, for the Village's landscape service needs; and

WHEREAS, the Village's initial agreement with Epicurean Park was for a 3-year term which expires on September 5, 2025, with the option to renew for an additional 3-year term beginning on September 6, 2025; and

WHEREAS, Epicurean Park has submitted a request for cost increases of approximately 17% (or $27,204.00), which increases represent Epicurean Park's increases in experienced labor wages, insurance, and equipment costs since the beginning of the agreement term; and

WHEREAS, the Village Council finds renewing the agreement with Epicurean Park for another three-year term is in the best interests of the Village.

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

Section 1: The Village Council approves the renewal of the agreement with Epicurean Park, LLC, for landscape services (via the First Amendment) for the 3-year renewal term at an annual cost of $156,294.00. The Mayor is authorized to execute the renewal (First Amendment).

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

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

Aye Nay Absent

BEV SMITH, MAYOR

KIM SCHMITZ, VICE MAYOR

GARY READY, MAYOR PRO TEM

_____, COUNCIL MEMBER

PATTI WALLER, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this 21st day of August 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY:_____

BEV SMITH, MAYOR

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____

CHRISTY GODDEAU, VILLAGE ATTORNEY

First Amendment to
Agreement For Landscaping Services

This First Amendment to the Agreement for Landscaping Services ("Amendment") is entered into on _____, 2025 by and between the **Village of Palm Springs, Florida**, a municipal corporation organized and existing under the laws of the State of Florida ("Village") and **Epicurean Park, LLC**, a company authorized to do business in the State of Florida ("Contractor").

WHEREAS, the Village and Contractor entered into the Agreement for Landscaping Services on September 6, 2022 (pursuant to RFP #2022R-002) for the Contractor to provide Village-wide landscaping services for an initial term of three (3) years and one three (3) year renewal option ("Agreement"); and

WHEREAS, the Contractor approached the Village about the need to increase the Contractor's rates for service under the Agreement to due increases in labor and operational costs; and

WHEREAS, the Contractor provided the Village with a list of proposed rate increases, which Village staff reviewed with all relevant departments; and

WHEREAS, based on the Contractor's past successful performance and known industry increases, the Village has determined that the Contractor's proposed rate increases are fair and reasonable; and

WHEREAS, the parties now desire to amend the Agreement to increase the Contractor's rates for services and exercise the renewal option to extend the term an additional three (3) years commencing September 6, 2025; and,

WHEREAS, the Village finds that amending the Agreement as stated herein is in the best interests of the Village and serves a valid public purpose.

Now, therefore, in consideration of the benefits and obligations of this Agreement, the sufficiency of which is acknowledged by both parties, the parties mutually agree as follows:

1. CONTRACT PRICE. Paragraph 1.3 of the Agreement ("Contract Price") is revised to replace Exhibit "A" referenced in the Agreement with **Exhibit "1"** attached to this Amendment and incorporated herein. The Village reserves the right to amend the location list set forth in Exhibit "1" to remove parcels. If parcels are to be added, the parties shall execute an amendment to the Agreement to address the additional parcels and Contractor's price.

2. TERM. Paragraph 1.4 of the Agreement is amended to exercise the one three(3) year renewal commencing September 6, 2025 and expiring September 5, 2028 unless earlier terminated as stated in the Agreement.

3. HUMAN TRAFFICKING. The following provision is required to be included in the Agreement pursuant to Florida Statutes:

By signing this Amendment as set forth below, Contractor's authorized representative swears or affirms under the penalty of perjury that Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. FORCE AND EFFECT. All other terms and conditions set forth in the Agreement shall remain in full force and effect, except as expressly modified herein.

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

5. LEGAL EFFECT. This Amendment shall not become binding and effective until approved by the Village Council.

6. COUNTERPARTS. This Amendment may be executed electronically or digitally and in counterparts and the same shall be considered an original of each party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
PARTIES' SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement for Landscaping Services as of the date first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

Contractor: **Epicurean Park, LLC**

By: _____
Print Name:_____
Print Position:_____

[Corporate Seal]

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 _____ of **Epicurean Park, 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 swear or affirm under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Epicurean Park, LLC** to the same.

Notary Seal:

_____
Notary Public Signature

EXHIBIT “1” - CONTRACTOR’s PRICE LIST

EPICUREAN LANDSCAPE

CONTRACT RENEWAL PRICING

Location #	Site	Unit Price w/ Escalation	Frequency	Total
1	Village Hall	$ 1,167.00	12	$ 14,004.00
2	Library	$ 500.00	12	$ 6,000.00
3	Public Safety	$ 500.00	12	$ 6,000.00
4	Greenbrier / Congress	$ 850.00	12	$ 10,200.00
5	Congress medians	$ 1,280.00	12	$ 15,360.00
6	Arabian Rd	$ 120.00	12	$ 1,440.00
7	Main WTP	$ 645.00	12	$ 7,740.00
8	RLP WTP	$ 700.00	12	$ 8,400.00
9	2400 Kirk	$ 300.00	12	$ 3,600.00
10	Davis Islands and 10th Ave N Islands	$ 815.00	12	$ 9,780.00
11	Sago Palm Park	$ 845.00	12	$ 10,140.00
12	Greenbrier btwn Lake Bonita and Lake Palmarito	$ 75.00	12	$ 900.00
13	Lillian Vac	$ 15.00	12	$ 180.00
14	7th Ave Vac	$ 15.00	12	$ 180.00
15	Albert Lakes	$ 365.00	12	$ 4,380.00
16	Davis Rd ROW	$ 250.00	12	$ 3,000.00
17	Areca Palm Park	$ 405.00	12	$ 4,860.00
18	Sabal Palm Park	$ 145.00	12	$ 1,740.00
19	Frost Lake	$ 760.00	12	$ 9,120.00
20	Christmas Palm	$ 405.00	12	$ 4,860.00
21	Pathway Park	$ 250.00	12	$ 3,000.00
22	Ponytail Palm	$ 65.00	12	$ 780.00
23	Royal Palm Park	$ 305.00	12	$ 3,660.00

24	Foxtail Palm	$ 610.00	12	$ 7,320.00
25	Lakewood Gardens Park	$ 610.00	12	$ 7,320.00
26	Canal 11 Rd	$ 100.00	12	$ 1,200.00
27	Foreclosed Properties	$ 155.00	12	$ 1,860.00
28	ROW Dolan Rd	$ 335.00	12	$ 4,020.00
29	City Owned Lots	$ 175.00	12	$ 2,100.00
30	Utility Owned Lots	$ 20.00	12	$ 240.00

Subtotal = $

Mowing $ 153,384.00

Location #	Area	Price Per Month	X / Yr	Annual Price
1	Tucker Rd	$ 105.00	3	$ 315.00
2	Apalachee Rd	$ 115.00	3	$ 345.00
3	Dolan Rd N/S	$ 140.00	3	$ 420.00
4	Summer St	$ 115.00	3	$ 345.00
5	2nd Ave N	$ 140.00	3	$ 420.00
6	April Ave	$ 50.00	3	$ 150.00
7	Price St	$ 50.00	3	$ 150.00
8	Patio Ct	$ 140.00	3	$ 420.00
9	Lakewood Rd	$ 115.00	3	$ 345.00

Subtotal Ditches $ 2,910.00

Total Annual Price 156,294.00

PW	**72,174.00**
REC	**67,380.00**
UTIL	**16,740.00**

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Public Works

ITEM #12: Resolution No. 2025-51 Approval of the Agreement between the Village of Palm Springs and Palm Beach County for the FY26 Community Development Block Grant (CDBG) for the Lakewood Gardens Park Improvements Project

SUMMARY: The Village of Palm Springs is located within the Housing and Urban Development (HUD) entitlement area and therefore receives Community Development Block Grant (CDBG) funds each year as allocated. For FY26, the Village is scheduled to receive $129,228.00 from the Palm Beach County (PBC) CDBG program for the purposes of Capital Improvements for Public Facilities Improvements. Staff has identified Lakewood Gardens Park at 4000 Lakewood Road, Palm Springs, as a good candidate for capital improvements to replace the existing fencing and improve the on-street parking for vehicles. The total improvements are estimated to cost approximately $130,000 and be fully funded through the CDBG fund allocation.

FISCAL IMPACT:
The approval of the Agreement with the Village of Palm Springs and Palm Beach County is being funded with a CDBG grant in the amount of $129,228.00 which is fully reimbursable.

ATTACHMENTS:
1. Proposed Resolution No. 2025-51 CDBG Grant Application -Lakewood Gardens Park Improvements Project
2. Palm_Springs_CDBG_Capital_Imp_ Agmt FY25-26
3. Preliminary Design - Lakewood Gardens Park

RESOLUTION NO. 2025-51

A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR THE LAKEWOOD GARDENS PARK IMPROVEMENTS AND THE VILLAGE AT LARGE FOR $129,228 (FISCAL YEAR 2026); AND PROVIDING EXECUTION, TRANSMITTAL AND AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has determined that it is in the best interest of the community to undertake improvements at the Lakewood Gardens Park, which improvements will include replacing the existing fence and improving the on-street parking for the Park ("Project"); and

WHEREAS, the Project requires professional consultants to provide design services to create plans and specifications for the construction of Project, located within the perimeter of Lakewood Road to the north, Beverly Drive to the west, Kirk Road to the East and private residential property to the south, all within the Village of Palm Springs; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the Project:

(1) will benefit low and moderate income persons; and

(2) it is public access in need of repair, including ADA and accessibility improvements; and

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities; and

WHEREAS, pursuant to the proposed Interlocal Agreement, Palm Beach County allocated $129,228 in CDBG Funds (Fiscal Year 2026) for the Project; and,

WHEREAS, the Village Council finds entering the Interlocal Agreement with Palm Beach County for the CDBG Grant Funding for Fiscal Year 2026 to fund the Project serves a valid public purpose.

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

Section 1. The "Whereas" clauses incorporated herein are true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village Council approves entering the Interlocal Agreement with Palm Beach County for the Fiscal Year 2026 CDBG Grant Funding for the Project. All funds derived from the CDBG Grant will be used toward completion of the Project. The Mayor is authorized to execute the Interlocal Agreement.

Section 3. This Resolution shall take effect immediately upon its passage. A copy of this Resolution shall be provided to Palm Beach County.

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	□	□	□
_____, COUNCIL MEMBER	□	□	□
PATTI WALLER, COUNCIL MEMBER	□	□	□

The Mayor thereupon declared this Resolution duly passed and adopted this of

August 21, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
BEV SMITH, MAYOR

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

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INSTRUCTION TRANSMITTAL

TO: CAPITAL IMPPROVEMENT SUBRECIPIENTS (MUNICIPALITIES)
RE: FY 2025-2026 CDBG Capital Improvement Agreement Date: 7/30/25

1. **PRINT, SIGN AND RETURN: ONE (1) SINGLE-SIDED AGREEMENT, 8 ½" X 11" ONLY**, AND **THREE (3) ORIGINALS OF EACH SIGNATURE AND CERTIFICATION PAGE,** SIGNED WITH BLUE INK OR DIGITAL SIGNATURES WITH TIME & DATE STAMP.

2. **SEAL:** INCLUDE **SEAL** ON ALL (3) SIGNATURE PAGES PROVIDED.

3. **CERTIFICATE OF INSURANCE:** SEE INSURANCE REQUIREMENTS FOR (MUNICIPALITY/SUBRECIPIENT) AND PROVIDE CERTIFICATE:

   (a) INSURANCE COVERAGES MUST MEET THE INSURANCE REQUIREMENTS PER COUNTY RISK MANANGEMENT AS OUTLINED IN THE AGREEMENT.
   (b) SHOW CERTIFICATE HOLDER AS: **"PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS", C/O DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT, 100 AUSTRALIAN AVE, 5TH FLOOR, WEST PAM BEACH, FL 33406"**

4. **SIGNATORY LETTER:** A LETTER CERTIFYING THE **INDIVIDUAL(S) AUTHORIZED TO SIGN THE AGREEMENT, ANY LETTERS TO COUNTY AND REIMBURSEMENT REQUESTS ON BEHALF OF YOUR ORGANIZATION**, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION. (DISREGARD, IF ALREADY PROVIDED)

5. **SOURCE OF AUTHORITY:** THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED (E.G., BOARD RESOLUTION, MINUTES, BY LAW, ETC.)

6. **DONOT STAPLE DOCUMENTS. RETURN BY 9/5/2025 TO:**

ATTN: TESSA WATTLEY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT
100 AUSTRALIAN AVENUE, 5TH FLOOR
WEST PALM BEACH, FL 33406 TEL: 561-233-3610/ E: TWattley@pbc.gov

CDBG CAPITAL IMPROVEMENT AGREEMENT

BETWEEN PALM BEACH COUNTY

AND

VILLAGE OF PALM SPRINGS

THIS IS AN AGREEMENT, ("Agreement") with an effective date of **October 1, 2025** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the **Village of Palm Springs**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Subrecipient", having its principal office at **226 Cypress Lane, Palm Springs, FL 33461**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-25-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2025-2026** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **$129,228** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

(A) "**County**" means Palm Beach County.

(B) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.

(C) "**DHED**" means Palm Beach County Department of Housing & Economic Development.

(D) "**Subrecipien**t" means the **Village of Palm Springs,** a Subrecipient as defined in 2 CFR Parts 184 and 200.

(E) "**DHED Approval**" means the written approval of the DHED Director or his designee.

(F) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

(G) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

(H) "**Program Income**" means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.

(I) "**Revenues**" means funds generated by activities housed on a property assisted with CDBG funds.

(J) "**Project**" means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.

(K) "**County's Urban County Program**" shall mean the Urban County Qualification Program as defined by HUD.

2. PURPOSE

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. TIME OF PERFORMANCE

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **December 31, 2026** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

4. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

Capital Improvements

The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Public Facilities and Improvements, under 24 CFR 570.201(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(1)(i).

5. FUNDING DISBURSEMENT TO SUBRECIPIENT

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **$129,228**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

In order to do business with County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService.

If Subrecipient intends to use sub-consultants, Subrecipient shall ensure that all sub-consultants are registered as consultants in VSS. All subconsultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants are registered in VSS.

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede.

In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient. **The requirements of this Section shall survive the early termination or expiration of the Agreement.**

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of $25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the County funded allocation(s) provided under the Agreement, or, pay the County the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

(A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
(B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
(C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
(D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
(E) Florida Statutes, Chapter 112;
(F) Palm Beach County Purchasing Code;
(G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
(H) Section 448.095, Florida Statutes (F.S.) (E-Verify): https://www.e-verify.gov/
(I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Felipe Lofaso, Public Works Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL, 33461

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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, 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. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.

D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to

terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. CDBG SPECIFIC REQUIREMENTS

A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement**.

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.

F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED.

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 20___.

(SUBRECIPIENT SEAL BELOW)

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

By:_____
Kimberly M. Wynn, Village Clerk

By: _____
Michael Bornstein, Village Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Approved as to Form and
Legal Sufficiency

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing & Economic Development

By: _____
Carlos R. Serrano
Deputy Director

EXHIBIT "A"

CAPITAL IMPROVEMENT PROJECT
SCOPE OF WORK

A. PROJECT SCOPE: The scope of work for **Lakewood Gardens Park Improvements** shall include, but not be limited to the replacement of existing chain link fence with new and secure vinyl chain link fencing and posts set in concrete, new gates w/ latches, demolition of existing shell rock parking area upgraded with new base rock and compacted to receive interlocking paver turf blocks filled with sand, installation of any required drainage and other amenities deemed necessary. Improvements typical of Park improvement type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or other funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- Improvements are located at 4000 Lakewood Road, Palm Springs, FL 33461.

The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.

The procurement process and contract award for all goods and services shall be in compliance with the Village's Procurement Code, 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

B. BENEFICIARIES

The project shall meet the CDBG National Objective of benefitting Low and Moderate Income Persons per 24 CFR 570.208(a)(1) - Area Benefit, for a period of not less than five (5) years after completion of project.

The project is located in a HUD entitlement Village, and therefore, at least fifty-one percent (51%) of the beneficiaries of the CDBG-assisted facility must reside in the County's Urban County Program jurisdiction. The Urban County Program jurisdiction is defined as the unincorporated area of Palm Beach County and all municipalities within the corporate bounds of Palm Beach County, excluding the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Pahokee, Palm Beach Gardens, Wellington, and West Palm Beach.

C. PROFESSIONAL SERVICES: The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the **construction of Park improvements, located within the perimeter of Lakewood Road to the north, Beverly Drive to the west, Kirk Road to the East and private residential property to the south, in the Village of Palm Springs.**

Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

D. PROCUREMENT AND CONSTRUCTION

The procurement process and contract award for all goods and services shall be in compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

In the event specifications for goods, services and or construction activities are required, the following shall apply:

NOTE: All construction work shall be included under one (1) contract. The Subrecipient shall prepare bid package(s) complete with drawings, specifications, and any items required for competitive bid of the project scope, in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals.

(1) The bid process shall not allow for any local procurement preferences with regard to contract award:

a. **The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by Section 3 businesses, to meet requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200)**.

b. **Prior to issue of the advertisement for bid, DHED may request that the Subrecipient submits to DHED a copy of the bid document package for review to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.**

c. **Following the bid process, the Subrecipient shall submit a copy of bid package to DHED including any addendums, documentation regarding any protests filed regarding the bids, a notice of contract award and a copy of the executed construction contract.**

d. Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's bid process and contract award to determine compliance with all regulations applicable to CDBG funding and this Agreement.

(2) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

(a) Clearly note that specified brand name(s) are used for descriptive purposes only,
(b) State that "approved equal" equipment or materials may be accepted, and
(c) Identify the minimum requirements to establish equality.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may

affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

E. FUNDS REIMBURSEMENT TO SUBRECIPIENT

The County agrees to disburse a total of **$129,228** in Grant Funds, on a reimbursement basis to the Subrecipient for all budgeted costs outlined per Schedule "III" and permitted by Federal, State, and County guidelines.

The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the Effective Date of this Agreement, nor shall Subrecipient request reimbursement for payments made <u>after the Expiration Date of this Agreement,</u> and in no event shall the County provide advance funding to the Subrecipient or any contractors and/or subcontractors hereunder.

The Subrecipient shall request reimbursements of funds from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED.

Each request for reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the reimbursement and its amount, as well as the name and signature of the person making the request. Reimbursement shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient <u>must</u> submit written request for 100% of CDBG reimbursement no later than the 'Final Reimbursement' date as specified below and provided that DHED approves such payment, the Palm Beach County Finance Department shall make final reimbursement payment as stated.

F. <u>PERFORMANCE REQUIREMENTS</u>: The time-frame for completion of the outlined activities and Expiration Date of the Agreement shall be as follows:

(1) **Award Construction Contract by**:	March 31, 2026
(2) **Request 50% of CDBG funds from County by**:	July 15, 2026
(3) **Complete CDBG funded Items and/or Construction by**:	October 31, 2026
(4) **Request 100% of CDBG funds ("Final Reimbursement") by**:	November 30, 2026
(5) **CDBG Capital Improvement Agreement Expiration Date**:	December 31, 2026

If unforeseen circumstances occur that prevent the Subrecipient from meeting the performance dates and revisions are required thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised or amended.

The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Final Reimbursement Date for completion of the activities herein, and the Expiration Date of the Agreement, may be revised only by an Amendment to the Agreement.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

G. <u>ASBESTOS REQUIREMENTS</u>: The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

H. <u>DAVIS-BACON AND RELATED ACTS (DBRA)</u>

The Davis-Bacon and Related Acts applies to contractor and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Davis-Bacon Act and Related Act requires that contractors and subcontractors must pay their laborers and mechanics employed under such contracts no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Final Rule Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract.

The Subrecipient shall require the contractor to include these Federal Requirements and Wage Decision(s) in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

(1) Compliance with applicable DBRA Wage Decisions(s) or salaries per trade.
(2) Use of the Labor Compliance Reporting System (LCRS) to record work performed.
(3) Contractor and sub-contractor debarment affidavits.
(4) Obtaining contractor and subcontractor certified payrolls.
(5) Review of certified payrolls and documentation related thereto.
(6) Compliance actions for payroll related issues.
(7) Employee/worker interviews and follow-up review of certified payrolls.
(8) Ensure restitution due underpaid workers has been paid prior to project completion.

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved. The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to DHED. **DHED <u>must</u> approve release of retainage/final payment**.

The Subrecipient shall provide to DHED, certification that the project meets DBRA compliance and all workers have been paid in accordance with DBRA and all applicable federal requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time, as outlined under 'County Responsibilities', of this Agreement.

I. BUILD AMERICA BUY AMERICA ACT (BABAA)

Subrecipient shall comply with the requirements of the Build America, Buy America Act (BABAA), 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABAA requirements, unless excepted by a waiver.

Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act, as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

(2) All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. **Subrecipient must complete and provide all documentation related to the BABAA, as provided by DHED**.

J. REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipient's contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking.

The LCRS is available for use 24-hours a day, seven (7) days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents.

Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

User Responsibilities

(1) Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
(2) Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
(3) Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
(4) Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

(1) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
(2) The service will meet Subrecipient's requirements or expectations.
(3) Any stored data will be accurate or reliable.
(4) The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations. Errors or defects will be corrected.
(5) The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed by County to the maximum extent permitted by applicable law.

K. INSURANCE BY SUBRECIPIENT

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Subrecipient represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Subrecipient is not self-insured, Subrecipient shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute. Should Subrecipient purchase excess liability coverage, Subrecipient agrees to include County as an Additional Insured.

The Subrecipient agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

(1) **Waiver of Subrogation**: Except where prohibited by law, Subrecipient hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subrecipient shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.

(2) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Subrecipient of its liability and obligations under this Agreement.

(3) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

L. INSURANCE BY SUBRECIPIENT'S CONTRACTOR

Should Subrecipient contract with a third-party (Contractor) to perform any service related to the Agreement, the Subrecipient shall require the Contractor to provide the following minimum insurance coverage at its sole expense, in full force and effect, at all times during the term of Contract and this Agreement, per the insurance coverage and limits (including endorsements) as described herein. Failure of the Subrecipient's Contractor to maintain the required insurance shall be considered default of the Contract.

The requirements contained herein, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract or this Agreement.

Upon award of construction contract, the Subrecipient's Contractor shall provide to DHED, evidence of the following minimum insurance coverage:

(1) **Commercial General Liability**: Contractor shall maintain limit of liability insurance with minimum limits of **$1,000,000** combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Subrecipient and County as Additional Insureds. Subrecipient shall also require that the Contractor include a Waiver of Subrogation against County.

(a) **Additional Insured Endorsement**: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.

(2) **Business Automobile Liability**: Insurance with minimum limits of **$1,000,000** combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.

(3) **Workers' Compensation**: Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

(4) **Pollution Liability/Environmental Impairment Liability**: If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than **One Million Dollars ($1,000,000) per occurrence** providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Policy will include coverage for asbestos abatement operations and disposal.

When a self-insured retention or deductible amount exceeds Ten Thousand Dollars ($10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

(5) **Waiver of Subrogation**: Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

(6) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County, the Contractor's signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

(7) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

M. BONDING REQUIREMENTS: The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current dollar amount set by the Federal Acquisition Regulation at 48 CFR subpart 2.1, which is adjusted periodically for inflation in accordance with 41 U.S.C. 1908, defined by

HUD as Simplified Acquisition Threshold (SAT), the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current SAT, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida.

The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current SAT.

N. **CONSTRUCTION PAYMENT RETAINAGE**: Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment. **Subrecipient shall provide documentation to DHED and receive approval for satisfaction of project requirements, prior to the Subrecipient releasing retainage/final payment to the Contractor.**

O. **REPORTS**: Upon request, the Subrecipient shall submit to DHED a Project Report in the form provided as Schedule “I” to this Agreement, and/or any other forms as may be determined to be required by DHED.

P. **USE OF THE PROJECT FACILITY/PROPERTY**: The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

(a) The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
(b) The requirements of paragraph (2) of this section are met.

(2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

(4) Upon DHED request, Subrecipient shall submit a certification regarding use of the project facility/property in a form provided by DHED.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

Q. **HUD SECTION 3 REQUIREMENTS**: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u) and 24 CFR Part 75, as applicable to Section 3 Covered Projects as defined by HUD, in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects.

For purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, (excluding licensed professional services contracts) entered into after November 30, 2020.

(1) **Section 3 Reporting Requirements**: All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (J): Required Use of the Labor Compliance Reporting System (LCRS).

(i) **Additional Section 3 reporting requirements**: In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

(2) **Section 3 Clause**: The Subrecipient shall include the following, referred to as the "**Section 3 Clause",** in every solicitation and every contract and subcontract issued after November 30, 2020, for every Section 3 Covered Project:

Section 3 Clause

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. §170 1u), final rule requirements for CDBG, and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly those who are recipients of HUD assistance for housing. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.

(ii) The Section 3 Clause provides that total labor hours for the project shall be reported; labor hours for Section 3 Workers shall be reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 shall be reported by the Subrecipient, to the County for submittal to the Department of Housing and Urban Development.

(iii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iv) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

R. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

S. COUNTY RESPONSIBILITIES

(1) Provide funding for the above-specified improvements as described in the "Project Scope", during the term of this Agreement, in the amount of **$129,228**. However, the County shall not be obligated to provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.

(2) County reserves the right to withhold funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's construction contract has been procured in compliance with applicable requirements for the CDBG funds provided under this Agreement.

(3) Provide technical assistance to the Subrecipient when requested, or as determined by DHED.

(4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.

(5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in Exhibit "A' – Scope of Work, Section A. above:

(a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.

(b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

SCHEDULE "I"

PROJECT REPORT

Reporting Period:	**Month**		**Year**	
Subrecipient/Participant:				
Project Name & Location:				
Agreement/ MOU & Date				
Revisions/ Amendments & Date				

A. Agreement/ MOU Expenditure Requirements (Cumulative)

	$0.00	
50% benchmark	$0.00	
100% benchmark	$0.00	*Total DHED Funding Amount*

B. Reimbursement/Disbursement/Payment/Draw Requests

1. Enter information in the BLUE cells only.
2. In Column C, enter the projected amount to be requested. Projections should meet the benchmarks of the County agreement.
3. In Column D, enter the actual amount that was requested.

A	B	C	D	E	F
Reporting Period	**Cumulative Requirement per Agreement**	**Amount Requested per month (Projected)**	**Amount Requested per month (Actual)**	**Cumulative Reimb Request (Actual)**	**Funding Balance Remaining**
Oct-25				0.00	0.00
Nov-25				0.00	0.00
Dec-25				0.00	0.00
Jan-26				0.00	0.00
Feb-26				0.00	0.00
Mar-26				0.00	0.00
Apr-26				0.00	0.00
May-26				0.00	0.00
Jun-26				0.00	0.00
Jul-26				0.00	0.00
Aug-26				0.00	0.00
Sep-26				0.00	0.00
Oct-26				0.00	0.00
Nov-26				0.00	0.00
Dec-26				0.00	0.00
Jan-27				0.00	0.00
TOTAL FUNDING		0.00	0.00		
difference to total funding		$0.00	$0.00		

PROJECT REPORT (CONT'D)

C. Amounts Budgeted/ Expended to date:

Enter all funding sources for the project including non-DHED funds.

Funding Source	$ Budgeted	$ Expended	Percentage Expended	Requested for Reimbursement
DHED Funds (Specify Program)	$0.00	$0.00		$0.00
Other Funds (Specify)				
Other Funds (Specify)				
Other Funds (Specify)				
Total	**$0.00**	**$0.00**		

D. Describe any changes in funding amounts or sources of funds.

E. Performance Requirements

Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.

Benchmark	Required Date	Projected Date	Actual Date	Benchmark Met Y/N
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				
Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				

F. Describe any project planning/ schedule/ design/ procurement/ construction during this reporting period.

G. Report prepared by:

Name:		**Signature:**
Phone:		
Date:		

Send report to: Bud Cheney or Project Coordinator, CIREIS Division
Housing & Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

SCHEDULE "II"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACBM: Asbestos Containing Building Materials
AHERA: Asbestos Hazard Emergency Response Act
EPA: Environmental Protection Agency
FLAC: Florida Licensed Asbestos Consultant
FRSA: Florida Roofing Sheet Metal and Air Conditioning Contractors Association
DHED: Palm Beach County Department of Housing and Economic Development
NESHAP: National Emission Standards for Hazardous Air Pollutants
NRCA: National Roofing Contractors Association
NVLAP: National Voluntary Laboratory Accreditation Program
OSHA: Occupational Safety and Health Administration
PBCAC: Palm Beach County Asbestos Coordinator (in Risk Management)
PLM: Polarized Light Microscopy
RACM: Regulated Asbestos Containing Materials
RFCI: Resilient Floor Covering Institute
TEM: Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

A. For Renovation Projects (projects which will be reoccupied):

(a) Point counting must be conducted for all regulated asbestos containing materials (RACM) indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
   1. Assume the material is greater than 1% and treat it as RACM, or
   2. Require verification by point counting

(b) Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)

(c) Joint compound shall be analyzed as a separate layer.

(d) Roofing material shall be sampled only if a renovation requires the roof to be disturbed. (In lieu of sampling the roof, it will be presumed to contain asbestos)

B. For Demolition Projects:

(a) Point counting should be conducted for all RACM indicating 1% - 10% asbestos by PLM analysis. This includes joint compounds (to be analyzed as a separate layer and vinyl asbestos tile. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
   1. Assume the material is greater than 1% and treat it as RACM, or
   2. Require verification by point counting.

(b) Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)

(c) All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.

(d) Roof materials shall be presumed to be asbestos containing.

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. , A copy of the completed survey will be forwarded to the Subrecipient and PBCAC

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor (FLAC) under the direction of a FLAC prior to demolition. Exceptions may be granted by DHED prior to the removal, (such as asbestos containing roofs, transite pipe) The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.

(c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED and the PBCAC

   1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
   2. Pre and Post Job submittals, reviewed and signed by the FLAC

(d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

(e) Materials containing less than <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation (OSHA), "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED and PBCAC prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to any demolition activities. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile and mastic which is not intact, asbestos containing joint compound, asbestos cement panels/pipes/shingles ("transite"), etc.

NESHAP Category I non-friable materials, such as intact resilient floor tile and mastic and intact roofing materials, may be demolished with the structure, by implementing the proper engineering controls and using a demolition contractor. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal (such as asbestos containing roofs, transite pipe). Exceptions may be granted by DHED prior to the removal, (i.e., asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from DHED and the PBCAC. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

(a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.

(b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the PBC/DHED and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.

(f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to DHED. DHED will provide a copy of these documents to PBCAC.

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA, and the State of Florida Licensing regulations for demolition of structures with asbestos materials.

2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact."

3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.

(g) If materials are discovered that are suspected asbestos materials that were not previously sampled and/or identified in the survey report, stop all renovation/demolition work that will have the potential to disturb the suspect materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. <u>RENOVATION</u>

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Subrecipient (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least three (3) working days prior to the removal.

For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.
The Subrecipient shall provide a copy of the asbestos report to the renovation Contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP notification form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to any projects scheduled to be demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP notification form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. DHED shall provide a copy to the PBCAC. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street, Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is ***not*** all inclusive:

(a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors.

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998, or current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association (FRSA), June 1995, or current version.

(i) US Department of Labor, OSHA Standard Interpretation

1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.

2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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SCHEDULE "III"

LAKEWOOD GARDENS PARK IMPROVEMENTS
CONSTRUCTION COST ESTIMATE AND PROJECT BUDGET

ORGANIZATION: Village of Palm Springs **PROGRAM: CAPITAL IMPROVEMENT - LAKEWOOD GARDENS PARK IMPROVEMENTS** **FY 2025-2026 PALM BEACH COUNTY CDBG**	**CONTACT NAME: Felipe Lofaso** **TITLE: Public Works Director** **PHONE: 561-584-8400**

A. CAPITAL IMPROVEMENT PROJECT

No.	Deliverables	Quantity	Cost	Palm Beach County CDBG Funding	% Alloc to Program	Village of Palm Springs Funding	% Alloc to Program	Other Funding	TOTAL
1	**Engineering & Design**	1	By Staff	$ -	0%	$0	0%	$0	$0
2	**Construction**								
	Mobilization	1	$ 5,000.00	$5,000	0%	$0	0%	$0	$5,000
	Bonds and Insurance	1	$ 3,500.00	$3,500	0%	$0	0%	$0	$3,500
	Maintenance of Traffic	1	$ 2,500.00	$2,500	0%	$0	0%	$0	$2,500
	Remove & Dispose Existing Fencing	1,680	$ 5,040.00	$5,040	0%	$0	0%	$0	$5,040
	Install new 4' height black vinyl Fencing w/ gates	1,680	$ 94,080.00	$94,080	0%	$0	0%	$0	$94,080
	Remove 10" depth existing shellrock Parking Area	275	$ 2,200.00	$2,200	0%	$0	0%	$0	$2,200
	Install 6" limerock base	275	$ 5,500.00	$5,500	0%	$0	0%	$0	$5,500
	Install interlocking paver turf blocks	275	$ 20,625.00	$10,659	0%	$9,966	0%	$0	$20,625
	Restoration	1	$ 749.00	$749	0%	$0	0%	$0	$749
	Total Construction Cost Estimate		**$ 139,194.00**	$129,228		$9,966		$0	$139,194
	TOTAL PROGRAM BUDGET			**$129,228**		**$9,966**		**$0**	**$139,194**

EXHIBIT "B"

COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II

Contractor shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced.

1. Equal Opportunity Requirements.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer ,advising the said labor union or workers' representatives of the contractor's commitments..

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. <u>Contract Work Hours and Safety Act</u> (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of $100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3. <u>Clean Air Act Clean Water Act (for contracts exceeding $150,000).</u>

(a) Clean Air Act (Contracts in excess of $150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of $150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of $100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,

grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "**Manufactured products**" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

9. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.

4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Village of Palm Springs**

ADDRESS: **226 Cypress Lane, Palm Springs, FL 33461**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

Michael Bornstein, Village Manager **Date**

SCHEDULE "II"
(TO EXHIBIT"B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding $100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient, **Village of Palm Springs**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Michael Bornstein, Village Manager **Date**

Scope of Work:

- Supply all labor, equipment and materials to remove the existing chain link fencing and install new chain link fencing.
- Install approx. 1,680LF of 4' H black vinyl chain link fencing. Framework to be DQ40. Installation of top rail and bottom tension wire. All posts set in concrete. Specs - 6 gauge mesh (KK); 1-7/8" line post' 1-5/8" top rail; 2-3/8" end posts.
- Install 4ea new gate sections - 6' width, 4' H, with 4" posts, include industrial drop rod, box hinges, fork latches.

Scope of work

- Demolition of existing shell rock parking area and hauloff of old baserock material (10" depth)
- Fine grade and compact existing subgrade, place 6" new baserock and compact and finish
- Install 1" of clean sand laying course
- Install interlocking paver turf blocks (275sy) and fill with sand

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Administration

ITEM #14: Presentation from Palm Beach County Fire Rescue: Battalion Fire Chief Ronald Martinez will provide an update on Palm Beach County Fire Rescue Operations

FISCAL IMPACT:

ATTACHMENTS:
None

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Public Works

ITEM #15: Presentation on the Creation of a Village Standard for Landscaping in the Right-of-Way, Village Facilities and Parks - Public Works Department

SUMMARY: The Public Works Department is actively involved in the maintenance and care of trees, hedges, and ornamental plants throughout the Village's right-of-ways and public spaces. This presentation will review various landscape palette options for consideration in new construction projects, the replacement of existing landscaping, and, new plantings along roadways. Topics of discussion will include suitable types of trees, hedges, and ornamental plants that are drought and heat-tolerant, an overview of native landscape options, and factors to consider for maintenance efficiency.

FISCAL IMPACT:
There is no fiscal impact for this item as it is a presentation only.

ATTACHMENTS:
1. Plant Palette Presentation

VILLAGE OF PALM SPRINGS FLORIDA

Right of Way & Public Spaces

Plant Palette

Discussion Outline

- Introduction
- Review Plant Palette Options
- Open Discussion
- Questions

VILLAGE OF PALM SPRINGS FLORIDA

Plant Palette Classifications

Small Trees

Shrubs

Large/ Small Palms

Grasses & Groundcover

Small Trees

Silver Buttonwood	Orange Geiger	Spanish Stopper	Black Ironwood

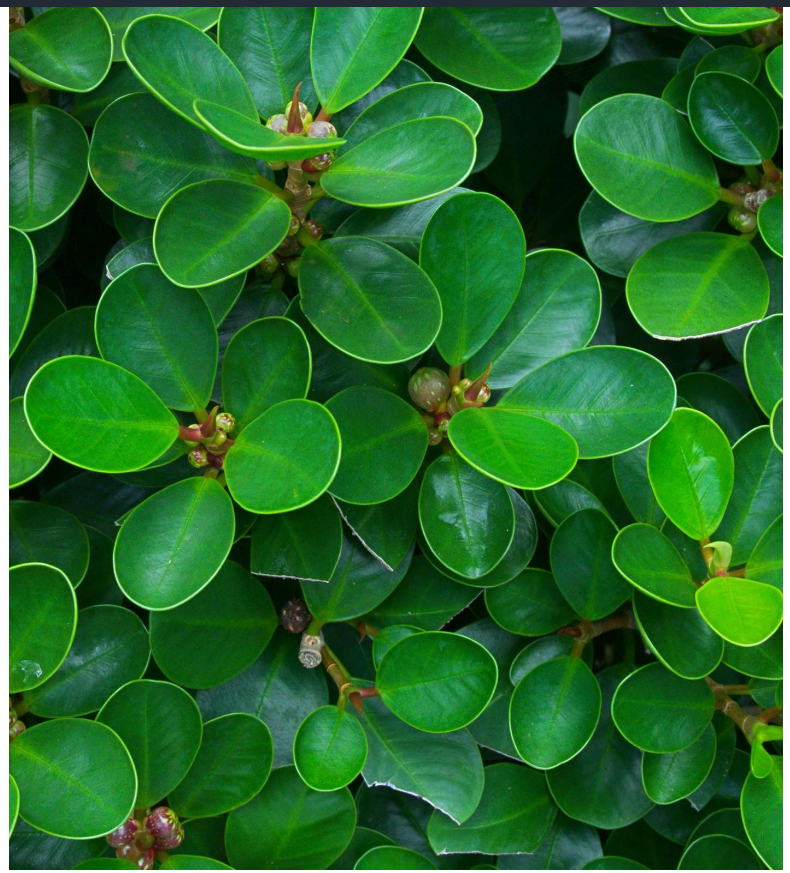
Small Trees

Crape Myrtle

Red Bottlebrush

Shrubs

Green Island Ficus



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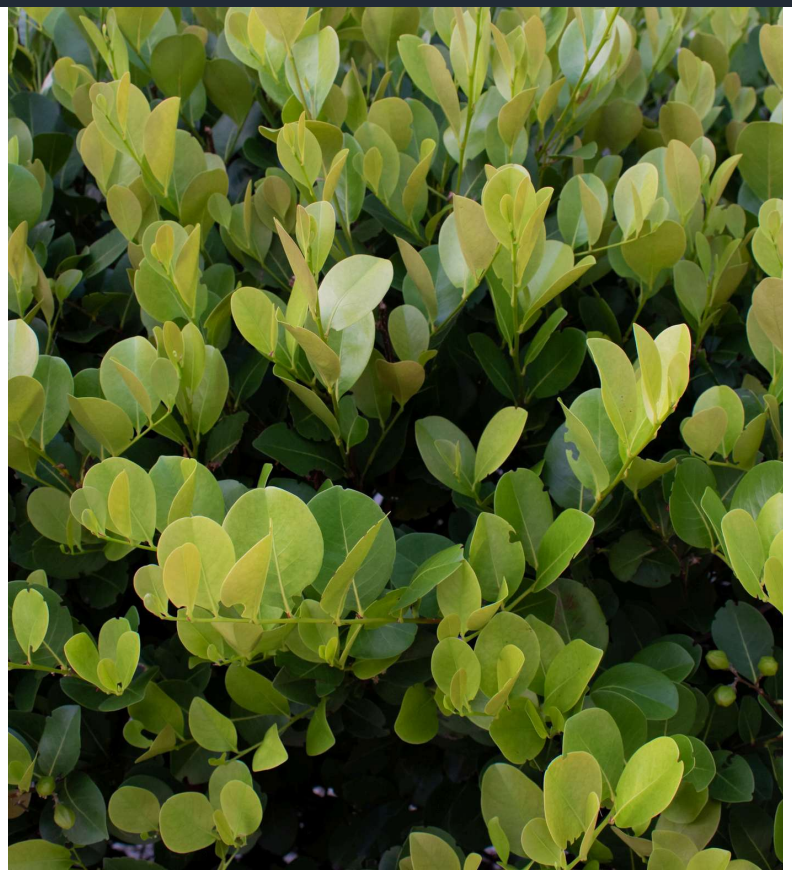
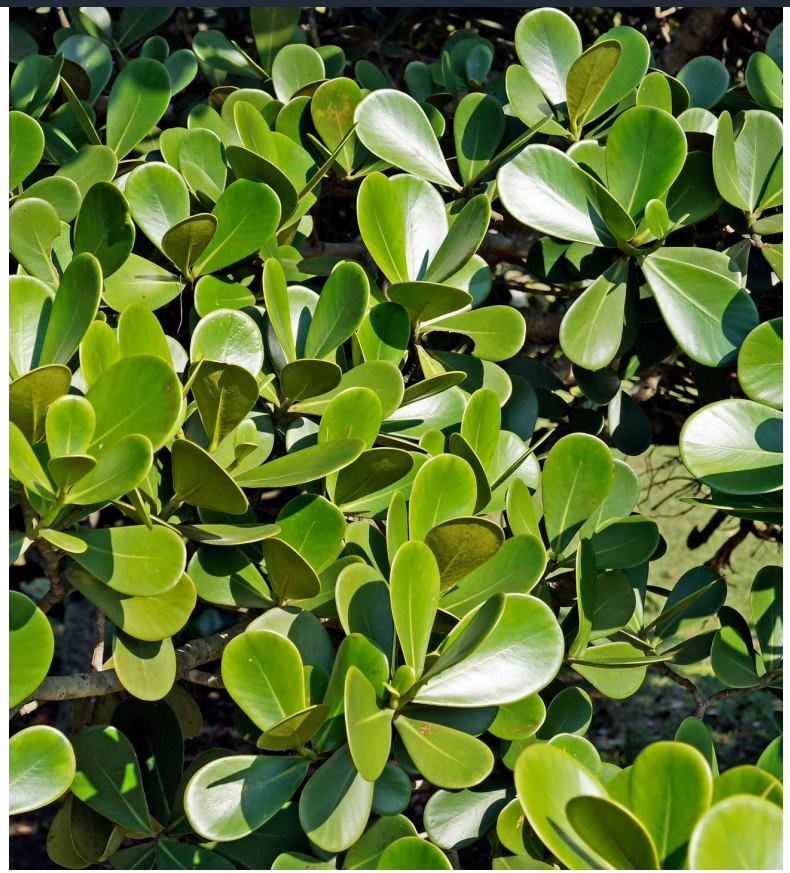


Shrubs

Clusia



Silver Buttonwood

Palm Trees

Sabal Palm
(AKA Cabbage Palm)

Florida Thatch Palm

Palm Trees

Alexander Palm

Foxtail Palm

Palm Trees

Royal Palm

Grasses & Groundcover

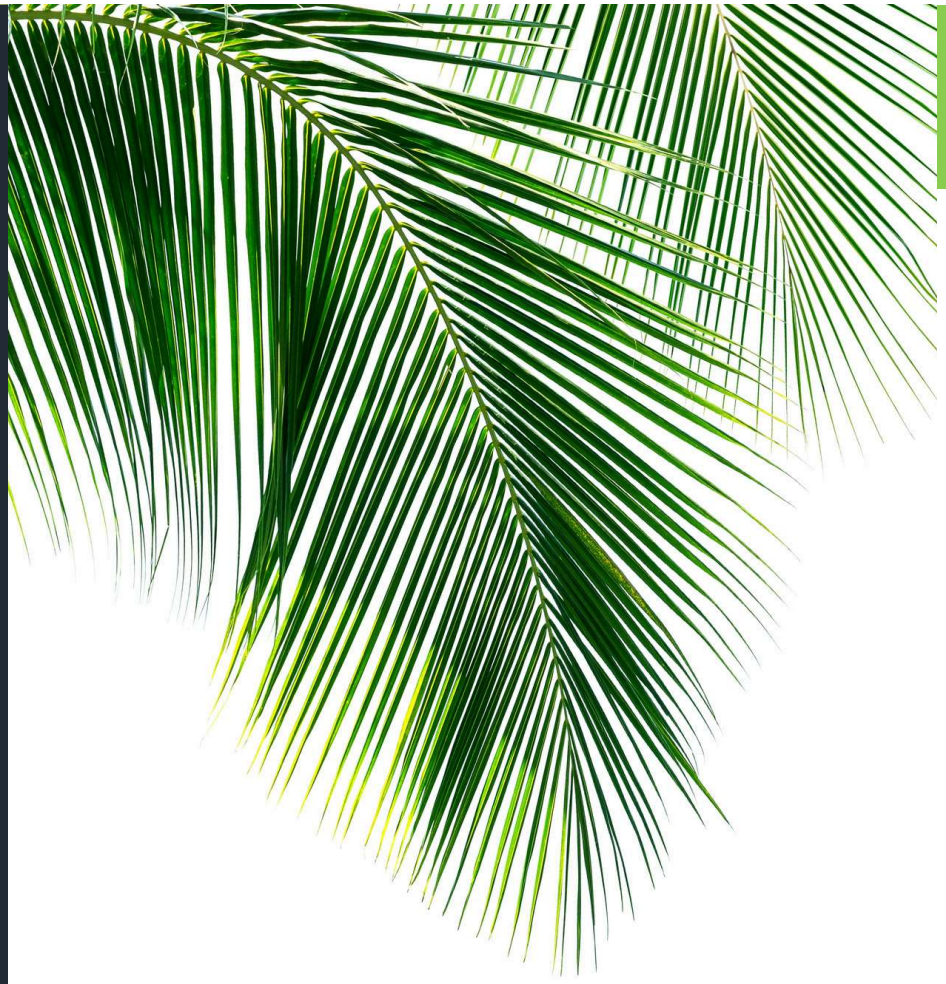
Gamma Grass

Sand Cord Grass

Grasses & Groundcover

Beach Creeper

Sunshine Mimosa



Plant Palette Discussion

PLANT CHARACTERISTICS

- Shade vs. Sunshine
- Drought Tolerance
- Resiliency – Native

MAINTENANCE EFFICIENCY

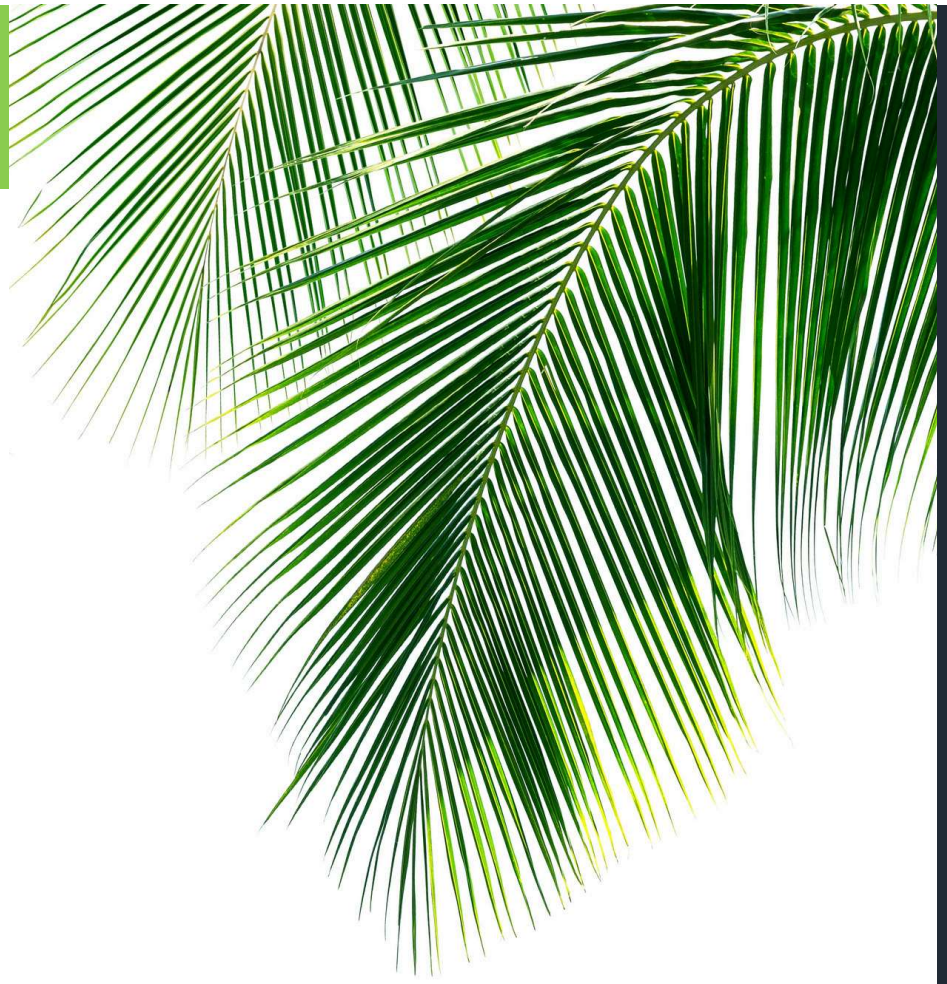
- Pruning / Trimming
- Fertilization
- Irrigation Systems

"Right Tree – Shrub – Palm – Grass – Groundcover, → Right Place"

SAFETY

- Overhead Utilities
- Line of Sight – Site Triangle
- Root Structure

Plant Palette Discussion



CAPITAL PROJECTS

- Dolan Road Streetscape
- Alameda and Davis Rd
- 10th Ave N and Davis Rd
- 2nd Ave N Complete Streets

PUBLIC WORKS MAINTENANCE

- Davis Rd at L-10 Canal
- Davis Rd – Jamaica Rd to Andros
- Congress Ave (FDOT)
- Park Pathway
- Village Parks and Facilities

Questions?

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Finance

ITEM #16: Resolution No. 2025-48 CyberGuard Security Solutions(Best Interest)

SUMMARY: The Village has been utilizing VC3 since September 2018 for disaster recovery services and 24/7 cybersecurity. On October 26th, 2023, VC3 began its partnership with ThinkGard. ThinkGard is a leading technology risk management firm founded in 2013 with a specific focus on serving the public sector to provide these services. To support, maintain, and continue these vital services, the IT Department is requesting approval from the Council to maintain services through ThinkGard.

The Village's Purchasing Code, Section 58-11, Best interest acquisitions, provides that the Village may acquire or contract for non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths (4/5) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular village council agenda. This provision may not be used to contract for goods or services which such a contract would exceed the limits outlined in F.S. §§ 287.055 or 255.20, as amended.

If approved, the Village would issue ThinkGard a purchase order with our terms and conditions. The total cost of CyberSecurity Services within the Village for the next 3 years is $223,123. This funding was included within the FY 2025 Budget - General Fund as adopted and in subsequent budget years. 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.

FISCAL IMPACT:

- Implementation and first month's fees = $19,493.00 (August)
- September recurring = $5,818.00
    - Total expenditure for FY25 = $25,311.00

3-year contract for services = $223,123, including initial hardware and implementation

ATTACHMENTS:

1. Resolution No. 2025-48 - ThinkGard
2. Master Services Agreement
3. Products and Services Pricing List - 2
4. Products and Services CyberGard Security Essentials - Pricing

RESOLUTION NO. 2025-48

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE A PURCHASING AGREEMENT WITH THINKGUARD FOR IT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs has been using VC3 for IT Services; and

WHEREAS, ThinkGard is now in partnership with VC3, and the Village is requesting to maintain services through ThinkGard; and

WHEREAS, per Purchasing Code Authority, Section 58-11, provides that the Village may acquire or contract for non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths (4/5) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular village council agenda. This provision may not be used to contract for goods or services which such a contract would exceed the limits set forth in F.S. §§ 287.055 or 255.20, as amended; and

WHEREAS, it has been determined that it is in the best interest of the Village to procure the services of ThinkGard to maintain and continue vital IT support and services.

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

Section 1. Based upon review of the quote attached hereto and incorporated herein as **Exhibit "A"**, the Village Council hereby authorize service and equipment from ThinkGard for the total contract value over a three (3) year period in the amount of $223,123.

Section 2. The Mayor and Village Clerk are hereby authorized to execute all documents necessary to complete the Purchase Agreement of this contract to ThinkGard.

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

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this 21st day of AUGUST 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY:_____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Master Services Agreement

Village of Palm Springs, FL
226 Cypress Lane
Palm Springs, Florida 33461
United States

Anthony Parsells
aparsells@vpsfl.org
5615686311

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of May 23, 2025 (the "Effective Date"), between ThinkGard, a Delaware corporation having its principal place of business at 3000 Galleria Cir STE 1130, Hoover, AL 352441 ("Company"), and Village of Palm Springs, FL, having its principal place of business at 226 Cypress Lane ("Client").

Client and Company hereby agree as follows:

1. Services, Third Party Products; and Orders.

1.1 Services. Company will provide to Client managed security services or a component thereof, managed backup and disaster recovery services, and/or other services (the "Services"), in each case as described in a written executed order between Company and Client (each an "Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without an Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 Third Party Products. Company may sell or license or provide Third Party Products (as defined in Section 5.2) to Client as set forth in and on terms and conditions set forth in an Order.

1.3 Order. To be effective, each Order shall reference this Agreement and, when Client's signed version is received by Company, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Order is enforceable according to the terms and conditions contained therein.

1.4 Change Orders. Client may request a change in the scope or nature of the Services in an Order at any time. However, changes to the scope of the Services in an Order can be made only in writing executed by both parties.

1.5 Non-Exclusive. Client understands and agrees that the Services provided under this Agreement are not exclusive to Client, and Company may provide the same or similar services to Company's other customers.

2. Charges for Services and Third Party Products.

2.1 Fees. Client agrees to pay Company the fees for Services and Third Party Products as indicated in each Order, or as hourly work defined below in Exhibit A (collectively referred to as the "Fees"). Company reserves the right to increase the Fees once per calendar year. Unless otherwise expressly stated in an Order, Company's compensation for Services will be based on direct labor hours charged at fixed labor rates. The Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in an Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 Payment. Unless otherwise stated in an Order, all undisputed Fees for Services shall be due and payable by Client in advance of the calendar month in which the Services are to be provided to Client. Unless otherwise stated in an Order, Fees for Third Party Products shall be due and payable in advance of delivery. Payments made using electronic transfer shall be deducted from Client's designated bank account on the first business day of the month for which the Services are to be provided or on the date of delivery of Third Party Products. For prepaid Fees or Fees paid pursuant to a service plan, payment must be made in advance of providing Services or delivery of Third Party Products, unless other arrangements are agreed upon in the Order. Fees invoiced to Client shall be paid on a net thirty (30) day basis. Late payment for undisputed Fees (or any other amounts owing from Client to Company) shall be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 2.0% per month or the maximum allowable rate of interest permitted by applicable law. Company reserves the right, but not the obligation, to suspend part or all of the Services in the event that any portion of undisputed Fees are not timely received by Company within fifteen (15) days following the date on which such Fees are due. All disputes initiated by Client related to Fees must be received by Company within thirty (30) days after the applicable Service is rendered or the date on which Client receives an invoice, whichever is later, otherwise Client waives its right to dispute the applicable Fees thereafter. A re-connect fee may be charged to Client in the event that Company suspends the Services due to Client's nonpayment. Client shall be liable to Company for and reimburse and indemnify

Company against legal fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.

2.3 Expenses. Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including without limitation travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 Taxes. Client shall pay directly, or reimburse Company for, and indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or Third Party Products or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, Third Party Products, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income**.**

3. Term; Termination.

3.1 Term. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement.

3.2 Termination for Breach. Either party may terminate an Order or this Agreement, as applicable, for material breach by the other party of the Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination.

3.3 Early Termination. The Parties acknowledge that early termination of this Agreement or any Order (i) by Company pursuant to Section 3.2 (Termination for Breach) or (ii) termination of this Agreement or and Order by Client for any reason other than pursuant to Section 3.2 will result in Company incurring damages difficult or impossible to ascertain. In the event of such occurrence, Company will be entitled to, and Client agrees to pay (not as a penalty), all fees due for the remaining term of the Agreement, or Order(s), as applicable, in addition to any other amounts owed to Company under this Agreement.

3.4 Equipment / Software Removal. Upon termination of this Agreement or an Order for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned hardware, equipment or software is located) to enable Company to remove all Company-owned hardware , equipment and software from the premises (if any). If Client fails to grant Company access as described herein, or if any of the Company-owned hardware or equipment is broken or damaged (normal wear and tear excepted) or any of the software is missing, Company shall have the right to invoice Client for, and Client hereby agrees to pay immediately, the full replacement value of any and all Company-owned hardware, equipment and software (as applicable) located at Client's premises.

3.5 Survival. Expiration or termination of any Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Proprietary Protections.

4.1 Ownership Rights

(a) General. Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks, or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding

anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) Materials Developed for or Delivered to Client. Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Order, including without limitation all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including without limitation all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in an Order to use the Materials solely for the purposes contemplated by such Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) Specific Deliverables Owned by Client. Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in an Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, non-transferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 Client Information. Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) Confidential Information. This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party") in connection with this Agreement, including without limitation, all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is

received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) Scope of Obligation. The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) Limited Disclosure Right. Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 Limited Services Warranty. Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.5 hereof.

5.2 No Third Party Products Warranty. UNLESS OTHERWISE EXPRESSLY STATED IN AN ORDER, ANY THIRD PARTY PRODUCTS OR SERVICES SOLD TO, PROVIDED TO OR PROCURED FOR CLIENT, INCLUDING BUT NOT LIMITED TO THIRD PARTY HARDWARE, SOFTWARE, PERIPHERALS AND ACCESSORIES (COLLECTIVELY, "THIRD PARTY PRODUCTS") ARE PROVIDED TO CLIENT "AS IS" AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR STATUTORY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL USE REASONABLE EFFORTS TO ASSIGN, TRANSFER AND FACILITATE ALL WARRANTIES (IF ANY) AND SERVICE LEVEL COMMITMENTS (IF ANY) FROM THE APPLICABLE THIRD PARTY MANUFACTURER OR VENDOR FOR THE THIRD PARTY PRODUCTS TO CLIENT, BUT WILL HAVE NO LIABILITY WHATSOEVER FOR SUCH THIRD PARTY PRODUCTS. COMPANY SHALL NOT BE HELD LIABLE AS AN INSURER OR GUARANTOR OF THE PERFORMANCE, UPTIME, USEFULNESS, OR QUALITY OF ANY THIRD PARTY PRODUCTS.

5.3 No Compliance Warranty. **COMPANY DOES NOT WARRANT THAT THE PROVISION OF THE SERVICES, OR CLIENT'S USE OF THE SERVICES, WILL SATISFY ANY PARTICULAR INDUSTRY-SPECIFIC OR REGULATORY REQUIREMENTS, OR BRING CLIENT INTO COMPLIANCE WITH ANY SUCH REQUIREMENTS.**

5.4 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN

SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTIBILITY, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.5 Notice Obligation; Remedy Regarding Services. Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES, OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN AN ORDER, OR SPECIFICATIONS IDENTIFIED IN AN ORDER.

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING FOR ANY CLAIM AND/OR SERIES OF CLAIMS WHETHER RELATED OR UNRELASTED), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE THIRTY DAY (30) PERIOD PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM (OR TO THE FIRST CLAIM IN A SERIES OF CLAIMS). IT IS UNDERSTOOD AND AGREED THAT THE FEES FOR THIRD PARTY PRODUCTS (IF ANY) PROVIDED TO CLIENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THIS PARAGRAPH AND AMOUNTS PAID BY CLIENT TO COMPANY.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, LOST PROFITS, LOST REVENUE, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY OR FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING SERVICES HEREUNDER.

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR AN ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.

6.6 Unless otherwise expressly stated in an Order, Company assumes no liability for failure of hardware or equipment or software or any losses resulting from such failure.

6.7 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including without limitation examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with, and shall comply with, all local, state, provincial, federal, national and international laws, rules and regulations ("Laws") pertaining to the use of the Services and use and disclosure of any Client Information

7. Indemnity

7.1 Infringement Claims.

(a) General. Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, Company and Client (each an "indemnitor") each agrees to defend the other party (each an "indemnitee") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party hardware, software, products, materials or services) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret, and the indemnitor will bear the expense of such defense and pay any damages, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Damages") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) Exclusions. Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) Additional Remedy. If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 Third Party Indemnification of Company. Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below, to indemnify and defend Company and hold Company harmless from any and all third party claims and Damages arising out of the conduct of Client's business, including without limitation the use by Client of the Services or any Third Party Products.

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including without limitation any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to

contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. Additional Terms.

8.1 EULAs. Portions of the Services may require Client to accept the terms of one or more third party end user license agreements ("EULAs"). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement or an applicable Order. Client agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs. Client will defend, indemnify, and hold Company harmless from any claims and Damages resulting from any breach of a EULA by Client or any of its directors, officers, employees, or agents.

8.2 Data Backup. Unless otherwise stated in an Order, Client understands and agrees that Company shall not be responsible for data backup or any data lost, corrupted, or rendered unreadable due to communication and/or transmissions errors or related failures, or equipment failures (including but not limited to silent corruption-related issues). Client is strongly advised to maintain a local and offsite backup of all mission-critical or customer-critical data, and to periodically verify the integrity and availability of all backed up data.

8.3 Bring Your Own Device (BYOD). Client hereby represents and warrants that Company is authorized to provide the Services to all devices, peripherals and/or computer processing units, including without limitation mobile devices (such as personal digital assistants, notebook computers, and tablet computers) that (i) are connected to Client's systems related to the Services, and (ii) have been designated by Client to receive the Services, regardless of whether such device(s) are owned, leased or otherwise controlled by Client. Unless otherwise stated in an Order, devices will not receive or benefit from the Services while the devices are detached from or unconnected to such systems.

8.4 Hosted Solutions. Hosted solutions, including but not limited to hosted email and document-related applications, may require Client to accept the terms of a third party EULA, which may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs. Client will defend, indemnify, and hold Company harmless from any claims and Damages resulting from any breach of such a EULA by Client or any of its directors, officers, employees, or agents. Company reserves the right to suspend or terminate Client's access to hosted solutions in the event that Company has reason to believe that the hosted solutions are being accessed, used or otherwise manipulated in a manner that violates any Law, or poses a threat to the integrity or security of Company's computer servers or any third party server.

8.5 Disposal of Equipment. Client agrees that any Client assets, equipment, hardware, or software deemed to be replaced, retired, faulty, non-functional, dead-on arrival, returned, unrecoverable, or otherwise unusable may be disposed of by Company unless Client provides a written request to keep the asset at the time of removal.

8.6 Recording.

(a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable Laws). Client acknowledges and agrees that Client shall be solely responsible for complying with all applicable Laws and third party rights when using recording features (which includes Client's obligation to obtain the consent, if required by applicable Laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.7.

9. General Provisions.

9.1 Non-Hire Provision. Each party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

9.2 Conflict. Any purchase order or other document issued by Client is for administrative convenience only and does not govern, control or amend the terms of this Agreement or any Order. In the event of any conflict between this Agreement and any Order, this Agreement shall prevail unless the Order expressly references amending and superseding a specific provision of this Agreement.

9.3 Survival. In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 9 of this Agreement shall survive and shall continue to bind the parties.

9.4 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of South Carolina without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

9.5 Forum. All disputes arising under this Agreement shall be brought in the state or federal courts located in Columbia, South Carolina, as permitted by law. The state and federal courts located in Columbia, South Carolina shall each have nonexclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

9.6 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

9.7 Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

9.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

9.9 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, power failure, communications delays/outages, material shortages or any other cause which is beyond the reasonable control of such party.

9.10 Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

9.11 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision

shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

9.12 Nondisclosure. Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

9.13 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

9.14 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

9.15 Entire Agreement. This Agreement together with any Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

Exhibit A - Hourly Rates

Service Area	Hourly Bill Rate	Description of Service Area
Security Consulting, Management & Incident Response	$ 350.00	vCISO Services, Security Assessments and Audits. Company provided Incident Response outside of terms within applicable Orders.

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers or by a rate of 4%, whichever is higher. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.

Signature

Choose a profile to start the e-signature process.

Anthony Parsells
aparsells@vpsfl.org

[sig|req|signer1]

Nolan Griffin
nolan@thinkgard.com

[sig|req|signer2]

ThinkGard

3000 Galleria Circle, Suite 1130
Hoover, AL 35244
United States

Village of Palm Springs, FL - 18TB BDRaaS Co-Managed Solution & Service

Quote created: May 23, 2025 Reference: 20250523-112745571

Village of Palm Springs, FL
226 Cypress Lane
Palm Springs, Florida 33461
United States

Anthony Parsells
aparsells@vpsfl.org
5615686311

Comments

This proposal for Village of Palm Springs, FL includes pricing for ThinkGard's co-managed Business Continuity & Backup and Disaster Recovery as a Service (BC-BDRaaS) solution.

All applicable taxes will be assessed at time of billing.

The Interlocal Purchasing System (TIPS): https://www.tips-usa.com
ThinkGard contract number: 220105

Products & Services

Enterprise 18TB Appliance

1 x ~~$14,613.00~~
after $8,685.00 discount
$5,928.00

• CPU: (2x) Intel Xeon Gold 5218R (20 Cores 40 Threads for each processor)
• RAM: 192GB ECC (UPGRADED TO 384 GB RAM)
• Array: (2x) 18TB SAS RAID 1 (Mirror)
• OS Drive: (2x) 240GB NVMe m.2 RAID-1 (Mirror) on BOSS Card
• Performance Cache: (SLOG) 480GB SATA SSD
• NICs: (2x) 10Gb Base-T, (2x) 1Gb Base-T
• Chassis: 1U

DataGard 18TB Monthly Services - ICR

1 x $3,018.00 / month
for 3 years

• Infinite Retention in US-based datacenters (ICR)
• Bicoastal Data Center offsite replication locations
• Ongoing daily monitoring and management of all backup appliances:
- Customizable local backup schedules per server (from every 5 minutes to 24 hours)
- Experienced Support team that checks on every appliance daily
- Initial remediation of backup errors
- Communication with client if assistance or intervention is needed for production servers
- Monitor daily mini disaster recovery test via screenshot verifications
- Telephone and email on-call service available 24/7/365
- Facilitate test restorations per request with IT staff
- Annual Disaster Recovery testing, including cloud testing, with a DR Plan deliverable
• Full ThinkGard Support team assistance for any restoration event:
- 24/7 assistance during all disaster events
- Work with client to determine the most efficient of eight (8) restoration types available to provide business continuity
- Server loss incident management: in the event an incident occurs, ThinkGard staff will assist the organization through restoration and recovery.
- Mounting of backup points for simple file/volume recoveries
- Local and/or cloud virtualization in the event of server(s) loss
- Assist in verification of 'clean' servers in the case of a ransomware attack along with identifying and confirming the possible attack window
• 30 days of offsite virtualization, after which a fee of $200.00 per 24 hours will incur.

Implementation Services - Enterprise 1 x $4,527.00

The one-time fee includes:

• Preconfigure appliance(s) networking to match client environment and provide documentation for firewall configuration to communicate to the offsite Data Centers
• Two video conferences with ThinkGard Support (more as necessary):
- Onboarding meetings will go through process of adding server backup jobs to appliance(s) as well as provide plan to get all servers backing up to appliance(s).
- Post-Onboarding meeting will audit the appliance(s) to make sure everything has been added to the backup solution, as well as a walkthrough of the Disaster Recovery testing process. We will provide a link to schedule your DR Test with our staff at this time.
• Assistance in onboarding client servers to the backup appliance(s)
• Setup of backup job alerting and reporting
• Monitoring of onboarded servers to configure individual server's screenshot verification
• RoundTrip option to offsite large servers to the cloud Data Center (optional)

• Shipping cost of appliance(s) to client

Monthly subtotal	$3,018.00
One-time subtotal	$10,455.00
after $8,685.00 discount	
Total	$13,473.00

This quote expires on August 21, 2025

This Order is entered into as of May 23, 2025 between ThinkGard, LLC a Delaware corporation ("Company") and Village of Palm Springs, FL ("Client")

Order Governed by the Master Agreement

This Order is part of, and incorporated into, the Master Agreement between Village of Palm Springs, FL and ThinkGard, LLC and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Deliverables & Services

Services Onboarding

1. Company will leverage project manager to manage the following onboarding activities:
    1. Deployment & configuration of systems, detailed in this agreement, designed for best practice.
    2. Creation of agent and installation packages for client to deploy in production environment.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
2. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
3. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
2. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client will be responsible for ensuring applicable agents and software are deployed to Client devices.

3. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
4. Third party tool licensing may be required for additional cost.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Signature

Choose a profile to start the e-signature process.

Anthony Parsells
aparsells@vpsfl.org

[sig|req|signer1]

Nolan Griffin
nolan@thinkgard.com

[sig|req|signer2]

Questions? Contact me

Brittany Rademacher
Account Executive
brittany.rademacher@thinkgard.com
+15174200434

ThinkGard

3000 Galleria Circle, Suite 1130
Hoover, AL 35244
United States

Village of Palm Springs, FL - CyberGard Co-Managed Services

Quote created: May 23, 2025 Reference: 20250523-134037687

Village of Palm Springs, FL
226 Cypress Lane
Palm Springs, Florida 33461
United States

Anthony Parsells
aparsells@vpsfl.org
5615686311

Comments

This proposal for Village of Palm Springs, FL includes pricing for ThinkGard's co-managed CyberGard Cybersecurity Services.

All applicable taxes will be assessed at time of billing.

The Interlocal Purchasing System (TIPS): https://www.tips-usa.com
ThinkGard contract number: 220105

Products & Services

CyberGard Security Essentials

1 x $2,800.00 / month
for 3 years

Includes the support and maintenance of a suite of security products below, ongoing Managed Security Services and CyberSecurity Incident Response services.

• Cisco Secure Endpoint -300 licenses
• Cisco Umbrella -300 licenses
• Cisco Firepower Threat Defense Firewalls (FTD) - 4 Firewalls
• DUO Multifactor Authentication (MFA) -300 licenses

Services include:

- Ongoing daily monitoring and management of supported CyberGard Security platform. This includes:
    • Designing network wide workflows around cybersecurity strategy and response.
    • Ensuring deployments are up to date with latest threat intelligence and hunting data
    • All activity by teams is tracked in system and reported to client
    • Reporting of findings to customer at defined intervals
- Monthly review of security deployments and incidents
- Developing and maintaining a security posture to protect the organization.
- Making recommendations on policies, procedures, and security improvements including threat vectors outside the CyberGard solution.
- Maintaining and updating supported CyberGard security platform.
- Conducting tabletop exercises (per request) with IT staff to prepare in the event of an incident
- Creation of a Cyber Incident Response Plan (CIRP)
- Researching new threats and developing countermeasures against them.
- Security incident management: in the event an incident occurs, ThinkGard staff will guide the organization through isolation and remediation.

CyberGard Implementation Services

1 x ~~$4,200.00~~
after $980.00 discount
$3,220.00

A one-time fee that includes implementation, deployment, and optimization of all proposed CyberGard solutions and services.

This excludes potentially the implementation of 4 new firewalls.

Monthly subtotal	$2,800.00
One-time subtotal	$3,220.00
after $980.00 discount	
Total	$6,020.00

This quote expires on August 21, 2025

This Order is entered into as of May 23, 2025 between ThinkGard, LLC a Delaware corporation ("Company") and Village of Palm Springs, FL ("Client")

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Nolan Griffin
nolan@thinkgard.com

[sig|req|signer2]

Questions? Contact me

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Account Executive
brittany.rademacher@thinkgard.com
+15174200434

ThinkGard

3000 Galleria Circle, Suite 1130
Hoover, AL 35244
United States

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #17: Resolution 2025-47 - Site Development Plan Amendment (SPR25-07) - Village of Palm Springs - Utility Department - New Operations Building - 360 Davis Road

SUMMARY: Mr. Jess Sowards, AIA & Jayson Hall, on behalf of the Village of Palm Springs Utility Department ("Applicant"), are requesting a Site Development Plan Amendment approval (SPR25-07) to allow the construction of a 22,670 square-foot building designated for the operations building within the water treatment plant property located at 360 Davis Road.

The Village of Palm Springs Utility Department is proposing improvements to the Utility Emergency Operations Center (EPOC) Building at the Main Water Treatment Plant. The services generally consist of a two-story building for the Utility Department's Emergency Operations Center and Operations Building on the existing water utilities site.

The project includes the following demolitions:

1. Demolition of the existing Water Treatment Plant Office.
2. Demolition of the existing generator enclosure, fuel tank, fuel dispenser, and fuel storage building.
3. Demolition of existing Metal Building (one-story maintenance metal building).

The proposed operations building will be designed to accommodate the personnel of the water treatment plant and store essential components for water treatment operations. Additionally, the facility will provide storage for the VAC trucks utilized in the treatment processes.

The proposed operations building is approximately 22,670 gross square feet in total and includes:

- Office space within a two-story building with approximately 11,818 square feet.
- Water plant parts storage.
- Truck bays.
- And a mezzanine area of approximately 8,851 square feet.

Note: The mezzanine serves as overflow storage for water treatment plant parts.

Site improvements include enhancements to the impervious surfaces with new landscape islands, additional parking, a new generator enclosure, and the relocation of the fuel dispenser.

The Planning & Zoning Board considered the proposed site plan during their meeting on July 8, 2025, and recommended approval.

Staff reviewed the proposed Site Development Plan Amendment and found the proposed expansion to be generally consistent with the goals, objectives, and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and Zoning Regulations and all other portions of the code.

The Planning, Zoning, and Building Staff supports the applicant's request and recommends conditional approval to facilitate improvements in the utility emergency operations center for the water treatment plant.

FISCAL IMPACT:

Funding to support the project is available within the FY 2025 and FY 2026 Budgets - Water and Sewer Enterprise Fund.

ATTACHMENTS:

1. Resolution No. 2025-47 Site Plan Development SPR25-07 for Utility Department
2. Exhibit "A" Staff Report and Conditions of Approval
3. Project Narrative
4. Site Plan Landscape Plans and Engineering Plans
5. Architectural Plans
6. Site Photos
7. Aerial and Location Maps

RESOLUTION NO. 2025-47

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY MR. JESS SOWARS, AIA & JAYSON HALL, ON BEHALF OF THE VILLAGE OF PALM SPRINGS UTILITY DEPARTMENT ('APPLICANT"), FOR A SITE DEVELOPMENT PLAN AMENDMENT (SPR25-07) TO ALLOW THE CONSTRUCTION OF A 22,670 SQUARE-FOOT BUILDING DESIGNATED FOR THE OPERATIONS BUILDING WITHIN THE WATER TREATMENT PLANT PROPERTY LOCATED AT 360 DAVIS ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicants, Mr. Jess Sowards, AIA, and Jayson Hall, on behalf of the Village of Palm Springs Utility Department, submitted an application requesting a Site Development Plan Amendment (SPR25-07) to allow the construction of a 22,670 square foot building designated for the operations building within the water treatment plant property located at 360 Davis Road; and

WHEREAS, the proposed improvements include the demolition of the existing water treatment plant office, generator enclosure, fuel tank, fuel dispenser, fuel storage building, and an existing one-story metal maintenance building; and

WHEREAS, the new facility is designed to accommodate water treatment plant personnel and equipment, provide overflow storage for plant parts (including in an 8,851 square foot mezzanine), and include additional features such as truck bays and an 11,818 square foot office are; and

WHEREAS, the proposed improvements also include enhancements to the site such as landscape islands, additional parking, a new generator enclosure, and relocation of the fuel dispenser location; and

WHEREAS, the Planning, Zoning and Building Staff has reviewed the request and found it to be consistent with the goals, objectives, and policies if the Village's Comprehensive Plan and in compliance with the Land Development and Zoning Regulations; and

WHEREAS, the Planning & Zoning Board considered the proposed site plans and special exception use during their meeting on July 08, 2025, and recommended conditional approval; and

WHEREAS, the recommendation of the Planning, Zoning, and Building Department is to approve this application, subject to staff report conditions; and

WHEREAS, the Village Council and Planning & Zoning Board have heard about this matter in public session, has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council have received and considered the request of the APPLICANT and recommend conditional approval of the Site Plan and the Special Exception Use,

Note: The Planning & Zoning Board considered these requests during their July 08, 2025, meeting in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, and the Board recommended approval of the application, finding that good cause for the special exception has been shown and they have been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-891.

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby adopts the findings of the Board and approves the said application as revised, with the staff report conditions attached hereto as Exhibit "A", and which is incorporated herein by reference.

OR

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the waivers has NOT been shown, and they have NOT been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-891, for the following reason(s):

_____

_____

Notwithstanding any exceptions, conditions, or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
PATTI WALLER, _____	□	□	□
KIM SCHMITZ, _____	□	□	□
PATTI WALLER, _____	□	□	□
GARY READY, _____	□	□	□

The Mayor thereupon declared the Resolution duly passed and adopted this 21st day of AUGUST 2025.

VILLAGE OF PALM SPRINGS, FLORIDA
BY:_____
BEV SMITH, MAYOR

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

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

PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Development Plan Amendment - New Operations Building – 360 Davis Road

Application Summary			
Applicant / Petitioner	Currie Sowards Aguila Architects	**Submittal Date**	5/25/2025
Reference Name	Operations Building at the Main Water Treatment Plant	**Case Number**	**SPR25-07**
		Parcel Control No	70-43-44-18-09-090-0010
Location	360 Davis Road	**Site Area**	± 4.50 acres
P&Z B Meeting	July 8, 2025	**Council Meeting**	August 21, 2025
Requests			
Proposed Use(s)	Site Development Plan Amendment to allow the construction of a new 22,670 two-story operations building.		

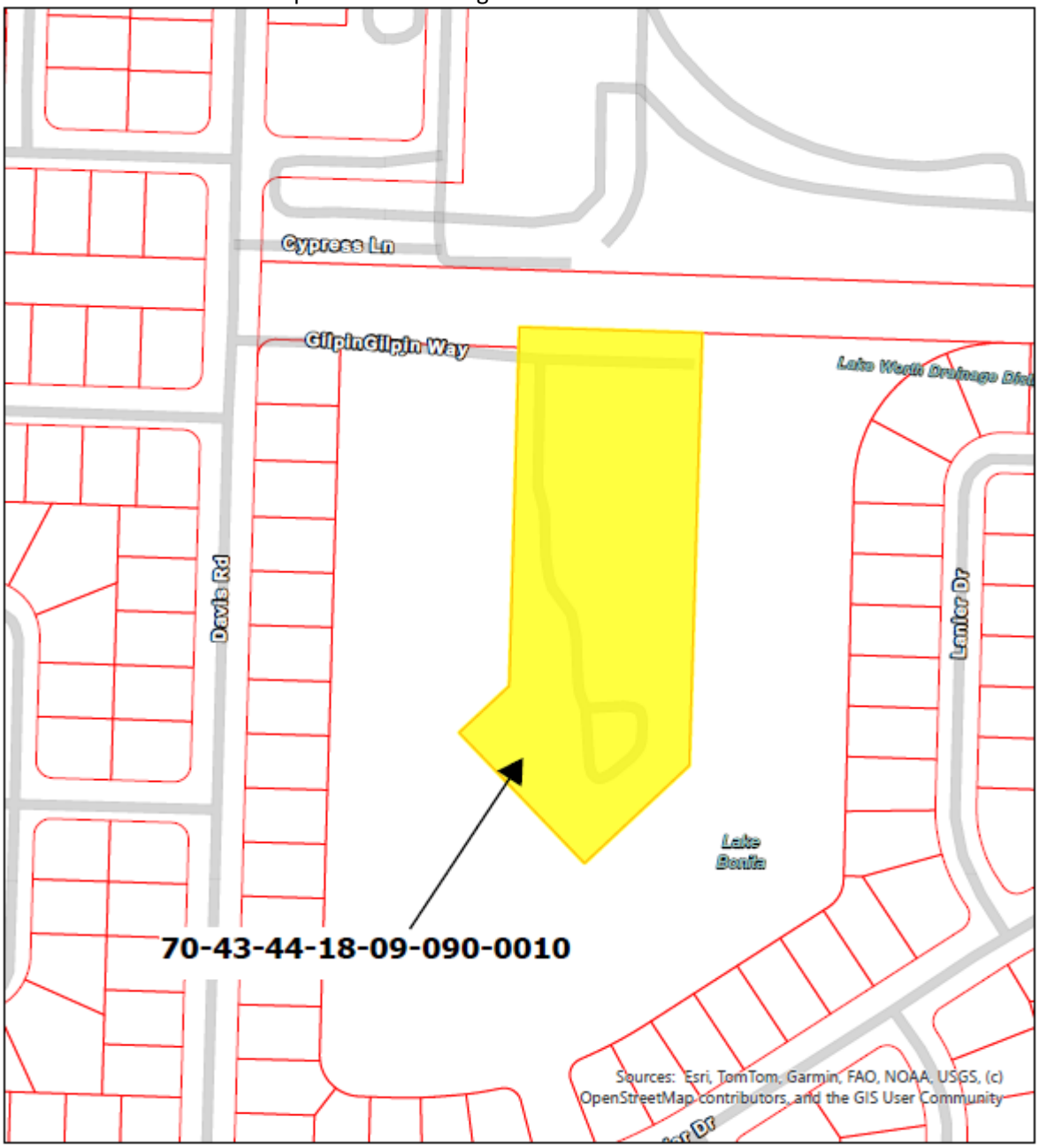
Parking			
Code	**Required**	**Provided**	**Meets Requirement**
Total Overall Parking	66 Total 1/200 S.F. @ 12,541 S.F. = 63 parking spaces required 1/2000 S.F. @ 5,525 = 3 parking spaces required	77 proposed	Yes

Site Characteristics			
Existing Use	Public Utilities Operations Building	**Proposed Use**	Public Utilities Operations Building
Existing Zoning	Governmental (G)	**Existing Future Land Use**	Institutional

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	Village Hall	Institutional	Governmental (G)
South	Lake	Conservation	Residential Single-Family (RS)
East	Lake	Conservation	Residential Single-Family (RS)
West	Lake	Conservation	Residential Single-Family (RS)

Recommendation
Planning, Zoning & Building Staff recommends conditional approval for the proposed construction of the new Operations Building for the Utilities Department on a Governmental property, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.

Site Development Plan Amendment - Operations Building – 360 Davis Road



I. Site History

In 1957, the Village of Palm Springs was granted a charter by the State to become a municipality out of 700 acres of pastureland. The former Boutwell Dairy raised and kept over 1,000 Guernsey cows at its peak, operating out of a barn facility. This barn served as the Village's first government building and is currently the Community Reformation Church at 153 Henthorne Drive.

By August of 1958, there were 800 modern homes in the first section, with neatly landscaped and paved streets with sidewalks. The Village's first Census was in 1960, and a population of 2,503 residents was recorded. The population today is over 27,000 residents.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation is Institutional, and the Zoning designation is Governmental (G), respectively. The proposed use is permitted, and it is generally consistent with the goals, objectives, and policies of the Village's Comprehensive Plan. With the proposed project, the property will be revitalized, and improvements to the exterior of the building will create a beneficial visual impact on the neighborhood.

III. Regulatory Issues

- The site plan generally conforms to the property development standards of the G district.

1) The proposed project plan generally meets the required site development regulations.
2) Permits from all applicable permitting agencies, including but not limited to PBC Fire Rescue and the Village of Palm Springs, are required before any construction commences.

IV. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

V. Community Outreach/ Notification

- The subject property was posted on June 25, 2025.
- Public Notification letters were mailed to all property owners within a 300-foot radius of the subject property.
- Legal advertisement was published on the PBC website on June 25, 2025.
- Staff have not received any inquiries or comments as a result of the notices.

VI. Proposed Development Plan Details

The petitioner's development plans dated received on April 25, 2025, depict the following:

- An application submitted for a Site Development Plan Amendment to allow the construction of a new two-story operations building within the Government property.
    1. Site Plan received April 25, 2025, revised and resubmitted on June 16, 2025.
    2. Landscape Plans received April 25, 2025.
    3. Architectural plans received April 25, 2025.
    4. Engineering Plans received on June 16, 2025.
    5. Photometric Plans.
    6. Justification Statement of the proposed use.

VII. Recommendation

The Village of Palm Springs Utility Department is planning to make improvements in the Utility EOC Operations Building at the Main Water Treatment Plant. The services generally consist of a two-story building for the Utility Department's Emergency Operations Center and Operations Building on the existing water utilities site.

The project consists of the demolition of the existing building located in the southwest of the property and replacing it with the construction of a new operations building within the same area, removing the small building on the northwest side and replacing it with additional parking areas and impervious grass areas.

Demolitions will include:

1. Demolition of the existing Water Treatment Plant Office
2. Demolition of the existing generator enclosure, fuel tank, fuel dispenser, and fuel storage building.
3. Demolition of existing metal building (one-story maintenance metal building).

The new proposed operations building will be designed to serve the water treatment plant staff and house their water treatment plant parts. Additionally, it will house their VAC trucks.

The proposed operations building is approximately 22,670 gross square feet in total and includes:

- Office space within 2-story areas with approximately 11,818 square feet.
- Water plant parts storage, truck bays, and mezzanine are approximately 8,851 square feet.

Site Development Plan Amendment - Operations Building – 360 Davis Road
The mezzanine serves as overflow storage for water treatment plant parts. Site improvements include enhancements to the impervious surfaces with new landscape islands, additional parking, a new generator enclosure, and a new fuel dispenser location.

Staff reviewed the proposed Site Development Plan Amendment and found the proposed project to be generally consistent with the goals, objectives, and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and Zoning Regulations and all other portions of the code.

Planning, Zoning, and Building Staff recommends conditional approval of the Site Plan Amendment, subject to the following thirteen (13) conditions below:

1. The Site plan approval is valid within 24 months of Council approval.
2. Proposed landscape upgrading shall be concluded **prior to the Certificate of Occupancy**.
3. NPDES standards are to be followed, and the site is to be kept free from silt and debris.
4. A demolition permit must be obtained from the Village's Planning, Zoning & Building department.
5. Provide permits from all applicable permitting agencies **at the time of permitting,** including but not limited to the Village of Palm Springs and the Palm Beach County Fire Department
6. The construction dumpster shall be provided only by Waste Pro USA, which is under a franchise Agreement with the Village.
7. The existing vegetation buffer along the west side shall be maintained to continue providing privacy for the adjacent residential area.
8. Landscaped areas shall be irrigated, including but not limited to buffers, islands, planter boxes, etc. Non-potable water shall be used for the irrigation system per the Village code.
9. Photometric plans shall be approved by the Planning, Zoning & Building Department **at the time of permitting**.
1. A Utility/Civil Plan shall be approved by the Village Engineer **at the time of permitting.**
2. Verify utility and easement locations to ensure that there are no conflicts with landscaping, and revise **at the time of permitting** as needed.
3. Any proposed wall signs shall be reviewed and approved by the Planning, Zoning, and Building Department **at the time of permitting**.
4. The General Contractor shall register an Agent of Record before the issuance of a permit to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
5. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief and/or Fire Chief. Such additional security measures, as approved by the Police Chief and/or Fire Chief, may include increased on-site security at the operator's sole expense.
6. Any off-site construction staging area shall be approved by the property owner. Approval shall be received by the Village for review and approval **before staging**.
   Note: A temporary use agreement would be required if it exceeded more than 60 days.
7. All new electric utilities shall be underground.
8. Any sidewalk broken or damaged during construction shall be replaced by the contractor **before CC**.
9. The Landscaping shall be certified by the Landscape Architect upon completion and **before CC or CO.**
10. Absolutely no occupancy, other than construction personnel, is permitted **before TCC/CC**.
11. The applicant may be required to provide a resident inspector for structural elements such as concrete pours per FBC. Determination shall be made at the time of the pre-construction conference with the Planning, Zoning, and Building Department.
12. The General Contractor shall have a supervisor onsite during any construction activity per FS 489.1195.
13. **At the time of CC**, the petitioner shall provide the Planning, Zoning, and Building Department with electronic copies of as-builts.

CURRIE SOWARDS AGUILA architects

Jess M. Sowards, AIA, LEED AP, Principal
José (JJ) F. Jaramillo, AIA, LEED AP, Principal
Keith A. Beal, Principal

April 23, 2025

Project: VILLAGE OF PALM SPRINGS – UTILITIES EOC OPERATIONS BUILDING AT MAIN WTP
Architect Project No: 240205

PROJECT NARRATIVE

The Site Plan Amendment will include the following demolition of existing building and site items at existing Water Treatment Plant:
1. Demolition of existing Water Treatment Plant Office
2. Demolition of existing generator enclosure, fuel tank, fuel dispenser and fuel storage building.
3. Demolition of existing Metal Building(One Story Maintenance Metal Building).

The new proposed Operations Building located at metal building locations will be designed to serve the Water Treatment Plant Staff and house their water treatment plant parts. The operations building will also house their VAC trucks. The proposed operations building is approximately 22,670 gross square feet. The office area is a 2-Story office space which is approximately 11,818 square feet. The water plant parts storage, truck bays and mezzanine is approximately 8,851 square feet. The mezzanine serves as overflow storage for water treatment plant parts. The proposed operations building is an essential facility

The new proposed site improvements to the west include (2) new landscape island and additional parking. Just to the east of the new parking lot adjacent to the existing filter building will be new proposed generator enclosure.

To the north east corner there will be a proposed new fuel dispenser location.

CURRIE SOWARDS AGUILA architects

Jess M. Sowards, AIA, LEED AP, Principal
José N. Aguila, AIA, LEED AP, Principal
Jose F. Jaramillo, AIA, LEED AP, Principal
Keith A. Beal, Principal

Project Name: Village of Palm Springs Operations Building and Site Improvements
Project Address: 360 Davis Road,
Project City: Palm Springs, FL
CSA Project # 240205

Record Number # AP25-0027
ISSUED: 06-13-2025

Brief Description: A new fuel station, landscape island and light pole added to northwest parking lot.

	ARCHITECTURAL
A1.02	A new fuel station and island have been added to the northwest parking lot.
	CIVIL
C-01	A new fuel station and island have been added to the northwest parking lot.
	LANDSCAPE
LP-1	A new fuel station and island have been added to the northwest parking lot.
	ELECTRICAL
ES-1.1	Fuel station, island and light pole added to northwest parking lot. Photometrics have been updated due to new light pole added north of the new fuel station.

VILLAGE OF PALM SPRINGS UTILITIES OPERATIONS BUILDING AT MAIN WTP

SITE PLAN AMENDMENT SUBMITTAL

ARCHITECTURE		
Sheet Number	**Sheet Name**	**Current Revision**
A0.00	COVER	1
A1.01	SITE DEMOLITION PLAN	
A1.02	OVERALL SITE PLAN	2
A1.03A	20 YARD DUMPSTER PLAN/DETAILS	
A1.03B	4 YARD DUMPSTER PLAN/DETAILS	
A2.01	OVERALL FIRST AND SECOND FLOOR PLAN	
A3.01	BUILDING ELEVATION	
A3.01A	ENLARGED BUILDING ELEVATION	
A3.01B	ENLARGED BUILDING ELEVATION	
A3.01C	ENLARGED BUILDING ELEVATION	
A3.02	COLORED BUILDING ELEVATIONS	
A3.03	WEST VEGETATION EXHIBIT	
A3.03A	FRONT ENTRY RENDERING	
A3.03B	NORTH FACADE RENDERING	
A3.03C	STORAGE AREA RENDERING	
A3.03D	COVERED PICNIC AREA RENDERING	

CIVIL		
Sheet Number	**Sheet Name**	**Current Revision.**
C-01	OVERALL SITE PLAN	
C-02	PAVING AND GRADING - PARTIAL PLAN (SHEET 1)	
C-03	PAVING AND GRADING - PARTIAL PLAN (SHEET 2)	
C-04	PAVING AND GRADING - PARTIAL PLAN (SHEET 3)	
C-05	PAVING AND GRADING - PARTIAL PLAN (SHEET 4)	
C-06	DRAINAGE STRUCTURES	
C-07	STRIPING PLAN AND DETAILS	
CD-01	STANDARD DETAILS - CIVIL (SHEET 1)	
CD-02	STANDARD DETAILS - CIVIL (SHEET 2)	
CD-03	STANDARD DETAILS - CIVIL (SHEET 3)	
CD-04	STANDARD DETAILS - CIVIL (SHEET 4)	

LANDSCAPE		
Sheet Number	**Sheet Name**	**Current Revision.**
L102	LANDSCAPE PLAN	

ELECTRICAL		
Sheet Number	**Sheet Name**	**Current Revision.**
ES1.1	SITE LIGHTING PLAN PHOTOMETRICS	
ES1.2	BUILDING SIGN LIGHTING PHOTOMETRICS	

1

VICINITY MAP NTS

ARCHITECT
CURRIE SOWARDS AGUILA ARCHITECTS

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DELRAY BEACH, FL 33483
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MEP
THOMPSON & YOUNGROSS ENGINEERING CONSULTANTS

902 CLINTMOORE ROAD #142
BOCA RATON, FL, 33487
T: (561) 274-0200

CIVIL
CHA CONSULTING INC.

4700 RIVERSIDE DRIVE SUITE 100
CORAL SPRINGS, FL, 33067
T: (954) 510-4700

LANDSCAPE
AGTLAND
LANDSCAPE ARCHITECTURE

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E-MAIL: office@csa-architects.com

ISSUED FOR :
FLEX SUB
DRC
SPA
BIDS
PERMIT
CONSTRUCTION

SEAL
STATE OF FLORIDA · JESS M SOWARDS · AR0013205 · REGISTERED ARCHITECT

JESS M. SOWARDS
AR0013205

PROJECT TITLE
VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs, FL 33461

REVISIONS

NUM.	DESCRIPTION	DATE
1	SPA COMMENT	5/29/25

SITE PLAN AMENDMENT SUBMITTAL 04|11|2025

THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEERS DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING WHETHER INDICATED ON THE PLANS OR NOT.

DRAWING TITLE
COVER

DATE 04|11|2025 | DRAWN BY JAH
JOB NUMBER 240205
DRAWING NUMBER A0.00

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SITE PLAN SYMBOLS LEGEND

TYPE	DESCRIPTION
	EXIST. SITE
	NEW WORK
	CENTERLINE
	PROPERTY LINE
	PROPERTY CORNER
	EXPANSION JOINT
	CONTROL JOINT
	NEW CHAINLINK FENCE
	EXIST. CHAINLINK FENCE
	NEW *OTHER* FENCE
	LANDSCAPE
	NEW CONC. WALKWAYS

PARKING DATA

PARKING-GOVERNMENT/WAREHOUSE FACILITIES(Sec. 34-1329-3)

BUILDINGS	USE	AREA	PARKING RATIO	REQUIRED PARKING
EXISTING LAB/SCADA BUILDING	GOVERNMENTAL	384 SF	1/200 GROSS SF	2 SPACES
	WAREHOUSE	1,905 SF	1/2000 GROSS SF	1 SPACE
NEW WTP OPERATIONS BUILDING	GOVERNMENTAL	12,541 SF	1/200 GROSS SF	63 SPACES
	WAREHOUSE	5,525 SF	1/2000 GROSS SF	3 SPACES
TOTAL PARKING REQUIRED				69 SPACES
TOTAL PARKING PROVIDED				72 SPACES /2

SITE DATA

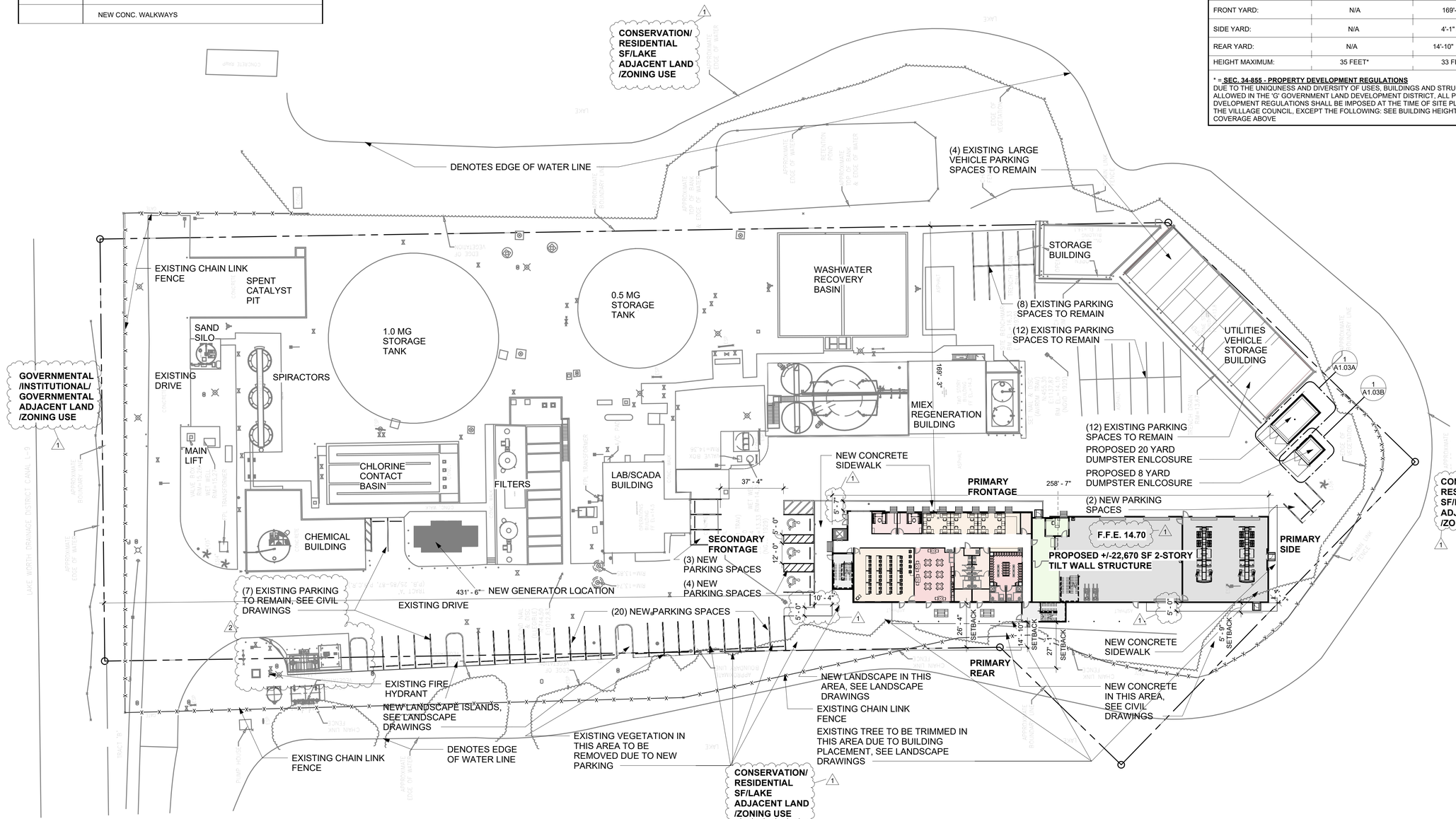
LAND USE:	I-INSTITUTIONAL
ZONING CLASSIFICATIONS:	G-GOVERNMENT
TOTAL SITE AREA:	±196,000 SF (4.50 ACRES)
FLOOD ZONE:	AE

	EXISTING	NEW
NEW STRUCTURE FOOTPRINT:	--------	14,739 SF
LOT AREA:	196,000 SQ.FT (45% MAX)	NO CHANGE
LOT WIDTH:	777'-1" FEET	NO CHANGE
IMPERVIOUS AREA:	136,250 SF(3.13 ACRES)(70%)	129,844 SF (66%)
PERVIOUS AREA:	59,750 SF(1.37 ACRES) (30%)	66,156 SF (34%)
LOT COVERAGE:MAX (45%*)	44,657 SF(1.03 ACRES)(23%)	49,780 SF(1.14 ACRES)(25.4%)

SETBACKS-GOVERNMENT/INSTITUTIONAL FACILITIES

SETBACKS	REQUIRED	PROVIDED
FRONT YARD:	N/A	169'-3" FEET
SIDE YARD:	N/A	4'-1" FEET
REAR YARD:	N/A	14'-10" FEET
HEIGHT MAXIMUM:	35 FEET*	33 FEET

* = **SEC. 34-855 - PROPERTY DEVELOPMENT REGULATIONS**
DUE TO THE UNIQUNESS AND DIVERSITY OF USES, BUILDINGS AND STRUCTURES ALLOWED IN THE 'G' GOVERNMENT LAND DEVELOPMENT DISTRICT, ALL PROPERTY DVELOPMENT REGULATIONS SHALL BE IMPOSED AT THE TIME OF SITE PLAN REVIEW BY THE VILLLAGE COUNCIL, EXCEPT THE FOLLOWING: SEE BUILDING HEIGHT AND LOT COVERAGE ABOVE



1 A1.02 **OVERALL SITE PLAN**
1" = 30'-0"

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ISSUED FOR :
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SEAL
STATE OF FLORIDA
JESS M SOWARDS
AR0013205
REGISTERED ARCHITECT
JESS M. SOWARDS
AR0013205

PROJECT TITLE
VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs, FL 33461

REVISIONS

NUM.	DESCRIPTION	DATE
1	SPA COMMENT	5/29/25
2	OWNER REVISION	6/13/25

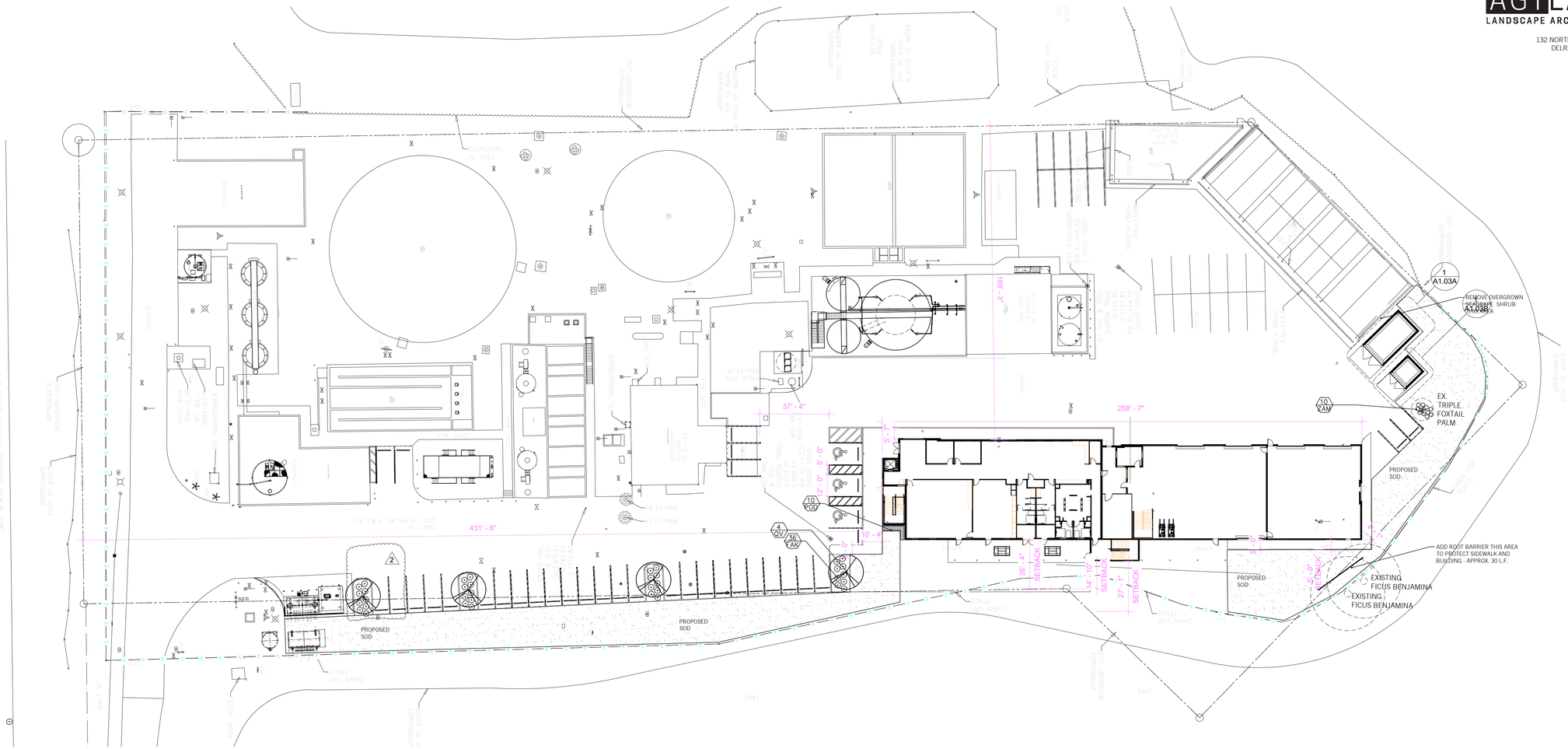
SITE PLAN AMENDMENT SUBMITTAL

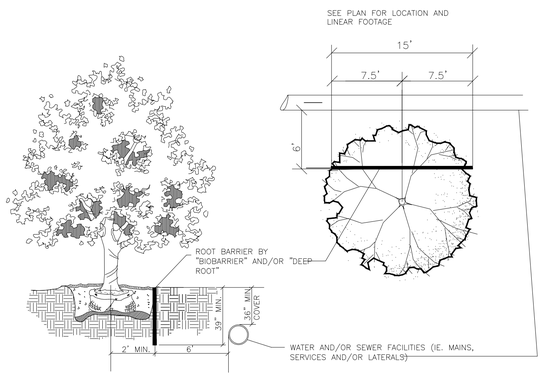
THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEERS DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING WHETHER INDICATED ON THE PLANS OR NOT.

DRAWING TITLE
OVERALL SITE PLAN

DATE 04|11|2025 | DRAWN BY JAH
JOB NUMBER 240205
DRAWING NUMBER A1.02

04|11|2025





ROOT BARRIER DETAIL

NOTES

All plant material to be Florida #1 or better.
Sod to be St. Augustine 'Floratam', contractor to determine quantity.
All sod and landscape to receive 100% coverage from automatic irrigation system using approved water source.
Contractor responsible for all conditions and landscape specifications attached to this plant list. Plan and specifications shall be considered Contract Documents.
Mulch, topsoil, and fertilizer to be applied according to specifications.

SPECIFICATIONS

NOMENCLATURE: All plant material used shall be true to name and size in conformity with the Florida Nurserymen's Grades and Standards 2015, and shall be Florida Grade #1 or better. Plants which do not meet specifications will not be accepted.

PLANT LISTS: Quantities, sizes, and location of plants will be determined by plan and plant lists. Size of plant shall take precedent over container size. Spacing of ground covers will be determined by plant lists. Quantities shown on plant lists are to be used as a guideline only. Contractor will be responsible for verification of actual quantities called for on plans. Discrepancies should be brought to the attention of the Landscape Architect.

SUBSTITUTIONS: No substitutions shall be accepted without consent of Landscape Architect. Any intended substitutions shall be detailed on the bid.

PLANTING SOIL: Topsoil shall be clean, sterile, and free of debris or other foreign material. Trees and palms shall be planted with a min. of 8" topsoil (50% muck, 50% sand) on sides and bottom of root ball. Rooted cuttings shall be planted in beds with a min. of 4" of topsoil worked into the top 6" of existing soil.

FERTILIZER: Palm and Tropical fertilizer (12-4-12) or approved equal shall be applied after planting and prior to mulching per manufacturers recommended application rates.

MULCH: All trees shall be mulched with 3" of approved shredded mulch in a 3 foot dia. circle. All shrubs and groundcover beds shall be mulched with 3" of approved shredded mulch in beds shown on plan or in beds 3' wide for hedges. Mulch should be Grade 'A' unless otherwise approved.

PLANTING PROCEDURE: All plants shall be planted at soil levels at which they were previously grown. Shrub and hedge material shall be planted a min. 2' away from walls or other obstructions. Material with a mature size greater than any overhangs shall be planted away from overhangs so as not to impede the natural growth habit. Sabal Palms are to be planted directly in sand. If necessary, excavate through any compacted building subgrade to undisturbed soil and backfill with planting soil.

WATERING: All plant material shall be watered in thoroughly after installation so as to remove all air pockets. B&B material shall be watered every day for a minimum one week period and thereafter so as to keep continually moist until final acceptance of the landscape installation. Contractor shall notify owner of other watering requirements after installation.

GUYING: All trees 8' or taller shall be guyed or staked to provide ample support such that the material will stay straight and true through the guarantee period. Methods used will be such that no injury is caused to plants. Guying shall be done at the option of the Contractor unless specifically requested by the Landscape Architect, however, Contractor shall still be responsible for all trees and palms remaining straight and true throughout the guarantee period.

SOD: Sod shall be dense, green, and well rooted, and free of debris, weeds, objectionable grasses, disease, or injurious insects. A complete 6-6-6 fertilizer shall be spread at a rate of 5 lbs. per 1000 sq. ft. Sod shall be watered to a depth of 4" after laying. All areas to be sodded shall be raked smooth and all debris removed prior to installation.

GUARANTEE: All plant materials shall be guaranteed for 1 year after completion of project. Palms are to be guaranteed for 1 year. Guarantee applies to health, position, and size. Replacement cost will be carried by Contractor.

PLANT LIST

TREES AND PALMS

KEY		QTY	PLANT AND SPECIFICATION
2	N ** QV	4	Quercus virginiana (Live Oak) 12'-14' ht., 6'-8' spr., 6' c.t., 2.5" DBH., full, matched

SHRUBS AND GROUNDCOVERS

2	N ** TRI	36	Tripsacum floridana (Dwarf Native Fakahatchee Grass) 30" ht., 30" spr., full clump
	N ** ZAM	10	Zamia floridana (Coontie) 20" ht., 20" spr., full clump, matched
	POD	10	Podocarpus spp. (Podocarpus Hedge) 30" ht., 20" spr., full 24" o.c.
	SOD		St.Augustine or to match existing Contractor to determine areas to be sodded and quantity.
	MULCH		3" of Non-Cypress Mulch, dark brown Contractor to determine quantity.

** DENOTES DROUGHT TOLERANT
N DENOTES NATIVE SPECIES

CALL 48 HOURS BEFORE YOU DIG.
IT'S THE LAW
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SCALE: 1"=30'-0"
0 30' 60'

AGTLAND
LANDSCAPE ARCHITECTURE
132 NORTH SWINTON AVENUE
DELRAY BEACH, FL 33444
T (561) 276-5050
www.agtland.com

CURRIE SOWARDS AGUILA
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Architecture, Planning, Interiors, & Sustainable Design
AA26001584
185 NE 4TH AVENUE SUITE 101
DELRAY BEACH, FL 33483
T:(561) 276-4951 F:(561) 243-8184
E-MAIL: office@csa-architects.com

ISSUED FOR :
FLEX SUB
DRC
SPA
BIDS
PERMIT
CONSTRUCTION
SEAL

PROJECT TITLE
VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs, FL 33461

REVISIONS

NUM.	DESCRIPTION	DATE
1	SPA COMMENT	5/29/25
2	OWNER REVISION	

SITE PLAN AMENDMENT SUBMITTAL
04|11|2025

THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEERS DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING WHETHER INDICATED ON THE PLANS OR NOT.

DRAWING TITLE
LANDSCAPE PLAN

DATE 04|11|2025
DRAWN BY JAH
JOB NUMBER 240205
DRAWING NUMBER LP-1

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VILLAGE OF PALM SPRINGS

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMPS		VOLTS	DIM TYPE	MOUNTING	REMARKS
				Type	Total Wattage				
SA	GARDCO	ECF-S-48L-1A-NW-G2-AR-4-UNV-CM50-IMRI7-HIS-FINISH/PTF2-1-90-FINISH/CC35/DAH.25/MTG HT	LED SITE ASSEMBLY	LED/4K	159	UNV	0-10V	POLE	
SG	INSIGHT	ME-MO-40K-2060-EA12"-48-VOLT-DIM-FINISH-CW-CRF	4' LED SIGN LIGHT ON 1FT ARM	LED/4K	9W/LF	UNV	0-10V	WALL	REQUIRES ARM OFF WALL 12"
W	GARDCO	GWS-A01-840-T4M-UNV-CM50-FINISH	LED SMALL WALL PACK	LED/4K	10	UNV	0-10V	WALL	
W2	GARDCO	GWM-A10-840-T4M-UNV-CM50-FINISH	LED MEDIUM WALL PACK	LED/4K	45	UNV	0-10V	WALL	

LIGHTING SCHEDULE NOTES:

1. CONTACT SESCO LIGHTING (PATTY ROSSIELLO) @ 561-632-4192 OR prossiello@sescolighting.com
2. THE ABOVE FIXTURE SCHEDULE IS PREDICATED ON PERFORMANCE AND IS DESIGNED TO MEET CERTAIN AESTHETIC CRITERIA. ALL ALTERNATIVE SELECTIONS MUST BE SUBMITTED TO THE ARCHITECT FOR APPROVAL TEN (10) DAYS PRIOR T
3. SUBMITTAL MUST INCLUDE ITL CERTIFIED PHOTOMETRIC FILES FOR REVIEW OF EQUALITY.
4. APPROVED EQUIVALENTS ACCEPTED WITH PRIOR APPROVAL

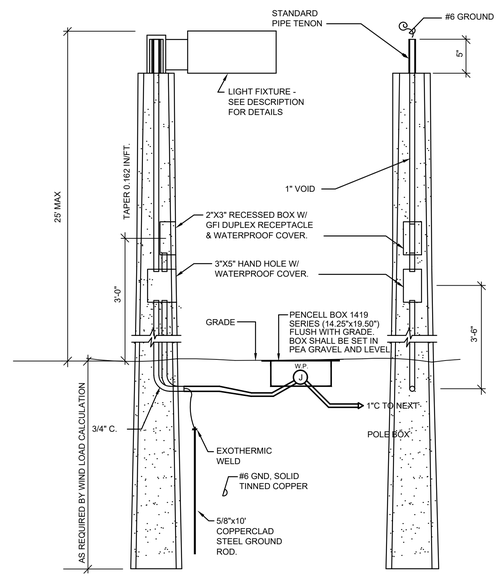
SESCO LIGHTING

Luminaire Schedule

Symbol	Qty	Label	Description	Lum. Watts	LLF	Lum. Lumens
	6	SA	GARDCO#: ECF-S-48L-1A-NW-G2-4-HIS / POLE MTD AT 25' AFG	158.7	0.900	16372
	18	W	GARDCO#: GWS-A01-740-T4M / WALL MTD AT 9' AFG	10.2	0.900	1714
	13	W2	GARDCO#: GWM-A10-840-T4M / WALL MTD AT 16' AFG	45	0.900	6690

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE ADDITION	Illuminance	Fc	3.19	10.5	1.0	3.19	10.50



NOTE:
POLE SUPPLIER SHALL CERTIFY THAT POLE AND FIXTURE MEET THE FOLLOWING FBC WIND LOAD CRITERIA:

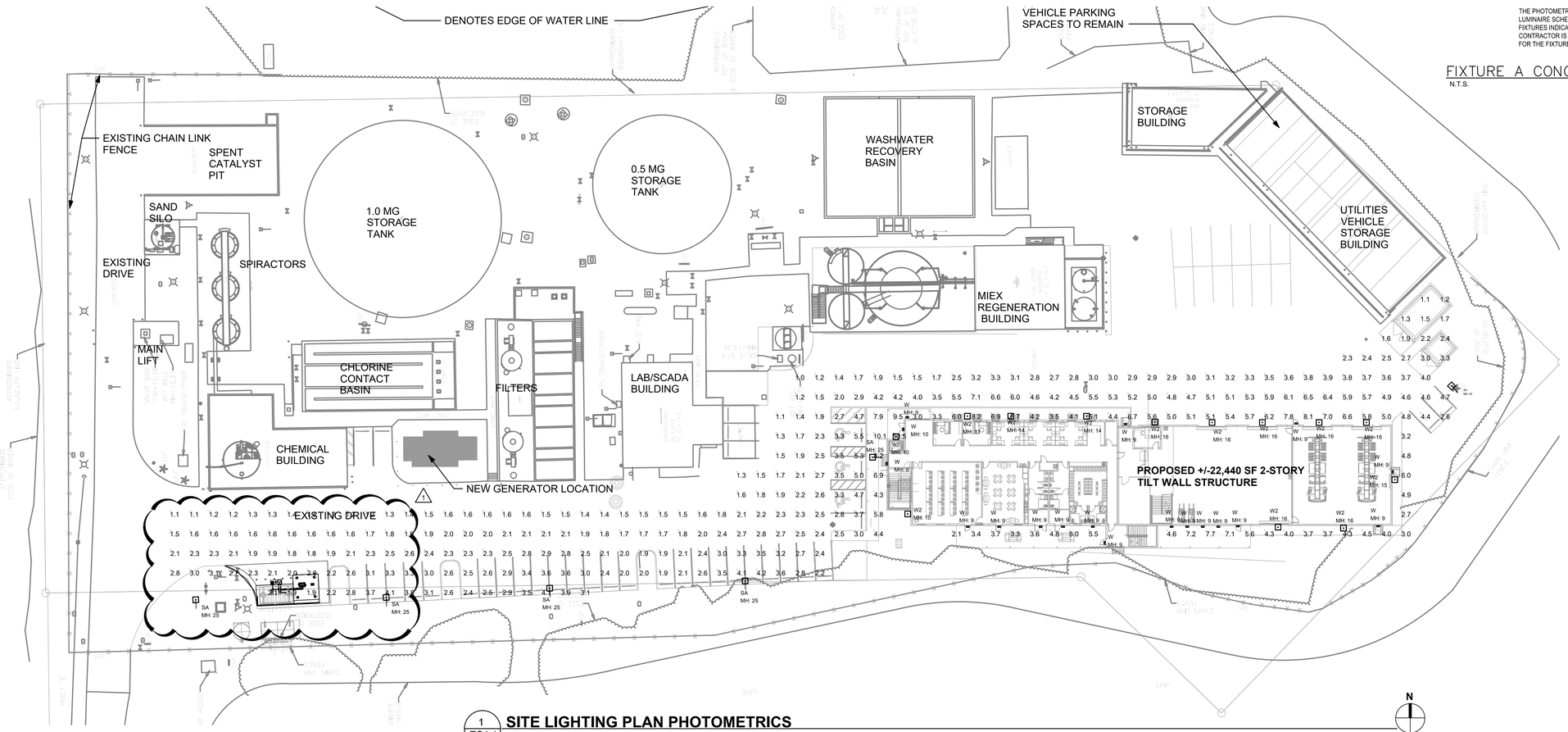
Vult = 215 MPH (3 SECOND GUST)
Vasd = 170 MPH (3 SECOND GUST)

POLE SUPPLIER SHALL PROVIDE SIGNED & SEALED CALCULATIONS BY A FLORIDA STATE REGISTERED ENGINEER.

POLE LOCATION: SET BACK CENTER-LINE OF POLE SHALL BE 42 INCHES FROM THE CENTER-LINE OF PARKING STANDARD WHERE POSSIBLE. LOCATION OF ALL POLES MUST BE COORDINATED WITH ALL TRADES TO INSURE NO INTERFERENCES.

THE PHOTOMETRICS SHOWN ARE BASED ON LIGHT FIXTURES INDICATED ON THE LUMINAIRE SCHEDULE. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING FIXTURES INDICATED. IF THE CONTRACTOR SUBSTITUTES FIXTURES, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING POINT-BY-POINT CALCULATIONS FOR THE FIXTURES BEING SUBMITTED FOR APPROVAL.

FIXTURE A CONCRETE DIRECT BURIAL POLE DETAIL
N.T.S.



1 ES1.1 **SITE LIGHTING PLAN PHOTOMETRICS**
1" = 30'-0"

CURRIE SOWARDS AGUILA architects
Architecture, Planning, Interiors, & Sustainable Design
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185 NE 4TH AVENUE SUITE 101
DELRAY BEACH, FL 33483
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E-MAIL: office@csa-architects.com

ISSUED FOR :

SPA
BIDS
PERMIT
CONSTRUCTION

SEAL

ANDREW J. YOUNGBLOOD LICENSE NO. 51758 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT TITLE

VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs FL 33461

REVISIONS

NUM.	DESCRIPTION	DATE
1	SPA COMMENT	5/29/25
2	OWNER REVISION	

SITE PLAN AMENDMENT

THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEERS DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING WHETHER INDICATED ON THE PLANS OR NOT.

DRAWING TITLE

SITE LIGHTING PLAN PHOTOMETRICS

DATE 04/10/2025 DRAWN BY AJY

JOB NUMBER 240205/25052

DRAWING NUMBER

ES-1.1

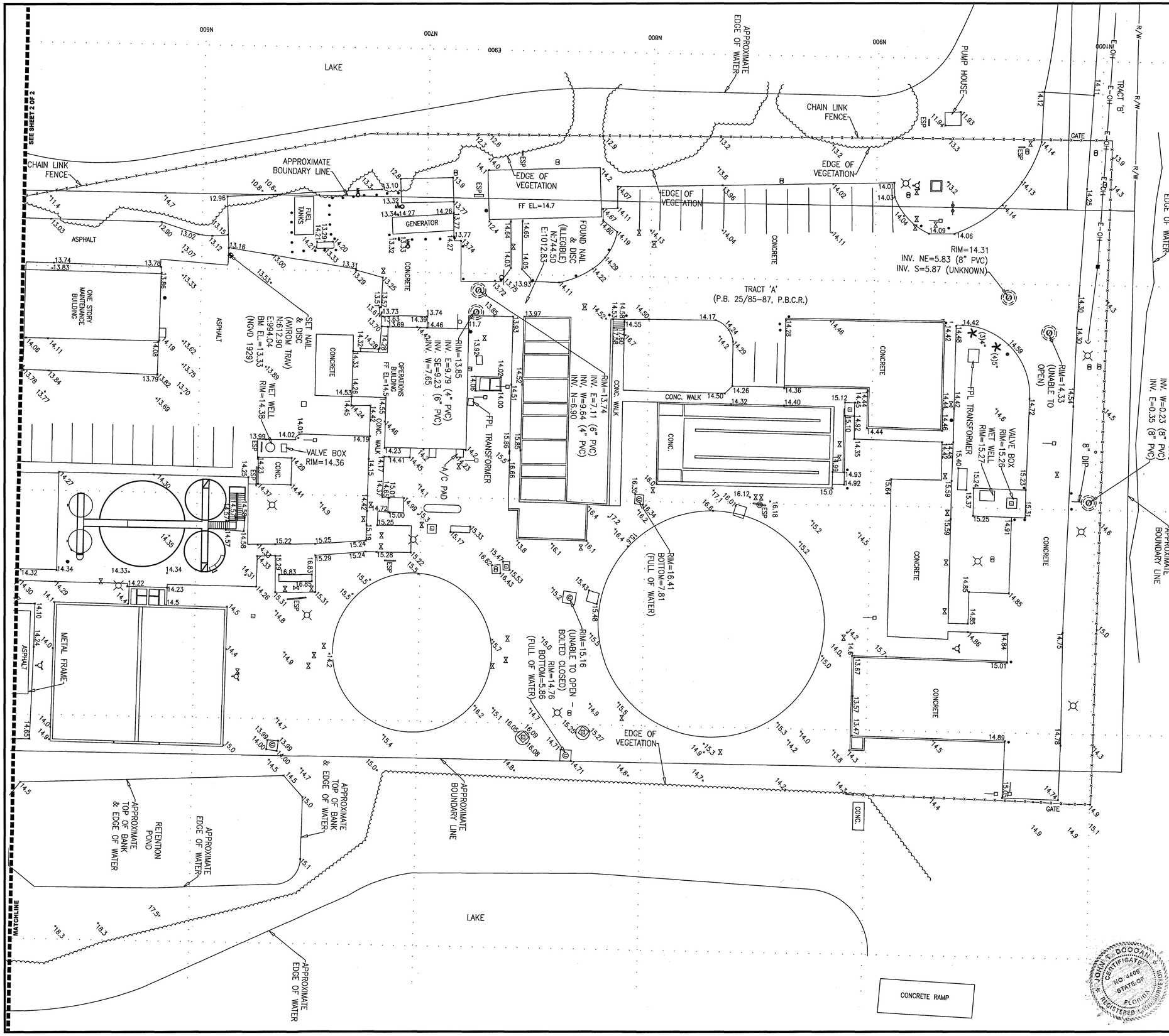
04/10/2025

HVAC
PLUMBING
ELECTRICAL

COMPLY WITH THE MINIMUM APPLICABLE BUILDING CODE.

CERTIFICATE of AUTHORIZATION NO. 25996

902 Clint Moore Road, Suite 142
Boca Raton, Florida 33487
E-MAIL: TEC@TECFLA.COM
TEL: 561-274-0220
FAX: 561-274-0222
WWW.TECFLA.COM



N O R T H

SCALE : 1"=20'

0 20 40

GRAPHIC SCALE IN FEET
SCALE: 1"=20'

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was provided by the Client.
4. No underground improvements were located.
5. Elevations shown hereon are in feet and based on the National Geodetic Vertical Datum of 1929 (NGVD 1929).
6. Benchmark Description: Site Benchmark provided by client, as shown, Elevation = 16.33 (NGVD 1929).
7. Data shown hereon was compiled from instrument(s) of record and does not constitute a Boundary Survey.
8. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.
9. The common name of trees as shown hereon were identified to the best of knowledge and ability of the surveyor, without the benefit of an arborist or biologist. It is the responsibility of the end user to verify the identity of the species.
10. Abbreviation Legend: A/C = Air Conditioner; B.M. = Benchmark; CONC. = Concrete; EL. = Elevation; ESP = Electric Service Panel; F.B. = Field Book; FF = Finished Floor; FPL = Florida Power & Light Company; L.B. = Licensed Business; NGVD = National Geodetic Vertical Datum; E-OH = Overhead Wires; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor.

LEGEND

- BENCHMARK
- BOLLARD (UNLESS NOTED)
- CLEAN OUT
- CONCRETE UTILITY POLE
- DOUBLE DETECTOR CHECK VALVE
- ELECTRIC SERVICE BOX
- 0.00 EXISTING ELEVATION
- FLAG POLE
- GUY ANCHOR
- LIGHT POLE
- MW MONITORING WELL
- OVERHEAD WIRES
- SANITARY MANHOLE
- SEWER VALVE
- SIGN (UNLESS NOTED)
- TELEPHONE RISER
- TELEPHONE SERVICE BOX
- UNKNOWN MANHOLE
- UNKNOWN VALVE
- VAULT
- WATER METER
- PALM

LAND DESCRIPTION:

Tract 'A', VILLAGE OF PALM SPRINGS PLAT NO. 5, according to the Plat thereof, as recorded in Plat Book 25, Pages 85–87, of the Public Records of Palm Beach County, Florida.

Said lands lying in the Village of Palm Springs, Palm Beach County, Florida.

CERTIFICATION:

I HEREBY CERTIFY that the attached Topographic Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Topographic Survey meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 12/18/2024

NOT VALID WITHOUT SHEETS 1 AND 2

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

JOHN T. DOOGAN CERTIFICATE NO. 4409 STATE OF FLORIDA REGISTERED

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
www.aviromsurveying.com LB# 3300

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AVIROM & ASSOCIATES, INC. ESTABLISHED 1978

REVISIONS	DATE	F.B./PG.	BY	CK'D
ADDED TOP OF BANK/EDGE OF WATER	12/18/2024			

TOPOGRAPHIC SURVEY
VILLAGE OF PALM SPRINGS
WATER TREATMENT PLANT
360 DAVIS ROAD
(P.B. 25, PGS. 85-87, P.B.C.R.)
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY, FLORIDA

SCALE:	1" = 20'
DATE:	11/05/2024
BY:	W.R.E.
CHECKED:	J.T.D.
F.B.	2233
PG.	25-33
SHEET:	1 OF 2

JOB #: 3734-170

NORTH

SCALE : 1"=20'

0 20 40

GRAPHIC SCALE IN FEET
SCALE: 1"=20'

LEGEND

- BENCHMARK
- BOLLARD (UNLESS NOTED)
- CLEAN OUT
- CONCRETE UTILITY POLE
- DOUBLE DETECTOR CHECK VALVE
- ELECTRIC SERVICE BOX
- 0.00 EXISTING ELEVATION
- FLAG POLE
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- UNKNOWN MANHOLE
- UNKNOWN VALVE
- VAULT
- WATER METER
- PALM

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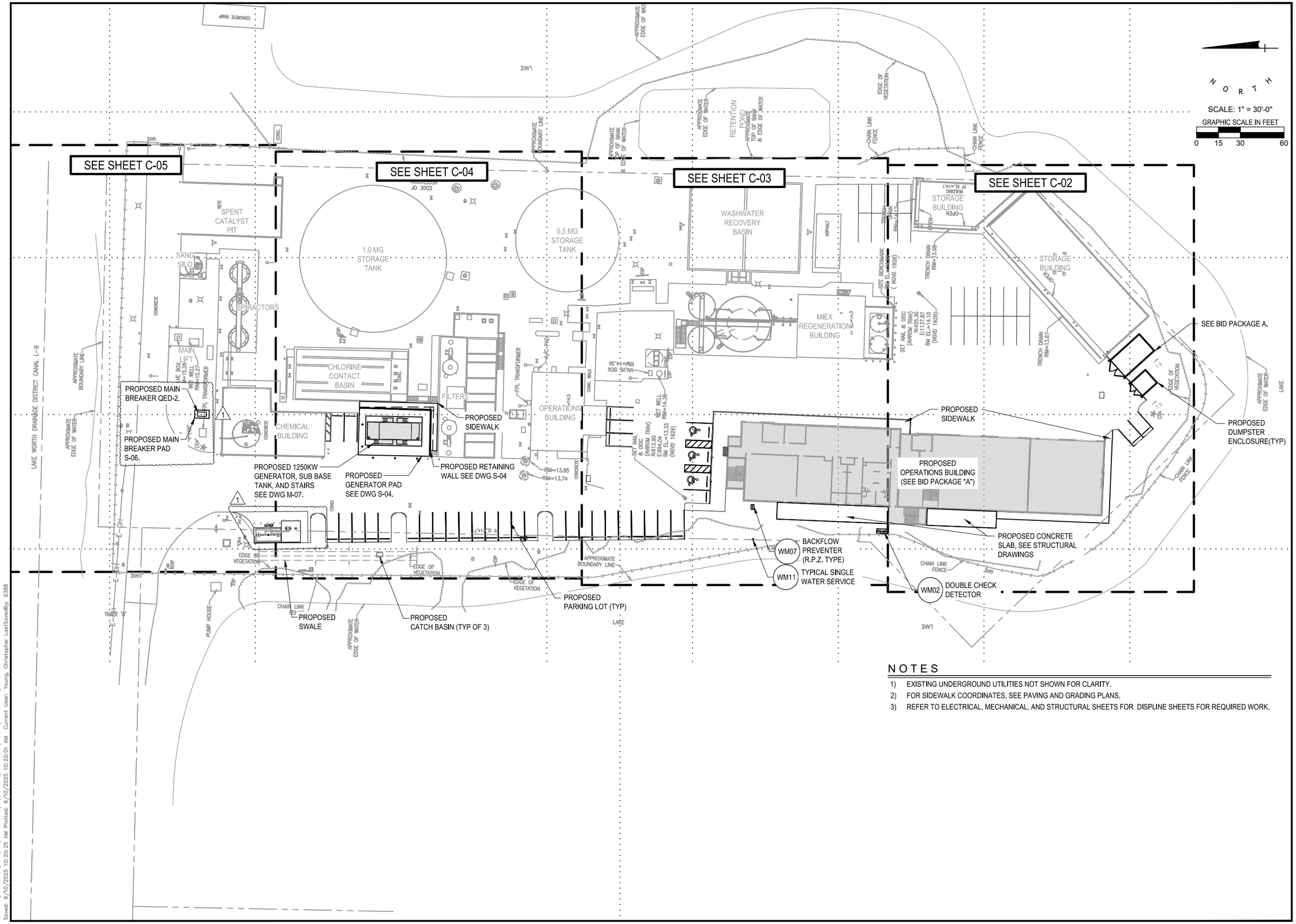
AVIROM & ASSOCIATES ESTABLISHED 1981

REVISIONS	DATE	F.B. / PG.	BY	CK'D
REVISED PER COMMENTS	12/18/2024	SKETCH		

TOPOGRAPHIC SURVEY
VILLAGE OF PALM SPRINGS
WATER TREATMENT PLANT
360 DAVIS ROAD
(P.B. 25, PGS. 85-87, P.B.C.R.)
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY, FLORIDA

SCALE:	1" = 20'	F.B. / PG.	SKETCH
DATE:	11/05/2024	BY:	W.R.E.
CHECKED:	J.T.D.	F.B.	2233 PG. 25-33
JOB #:	3734-170	SHEET:	2 OF 2



NOTES

1) EXISTING UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY.
2) FOR SIDEWALK COORDINATES, SEE PAVING AND GRADING PLANS.
3) REFER TO ELECTRICAL, MECHANICAL, AND STRUCTURAL SHEETS FOR DISPLINE SHEETS FOR REQUIRED WORK.

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4700 Riverside Drive, Suite 110
Coral Springs, FL 33067
954.510.4700 . www.chasolutions.com
Registry # 28386

VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
UTILITIES OPERATIONS BUILDING AT MAIN WTP

1" — BAR IS 1-INCH LONG AT FULL SCALE.

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION 'ALTERED BY' FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date
1	OWNER REVISION	SB	CY	6/9/2025

OVERALL SITE PLAN

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
C.YOUNG	C.YOUNG	D.K.HAMMANN
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:
C-01
Sheet 1 of 12

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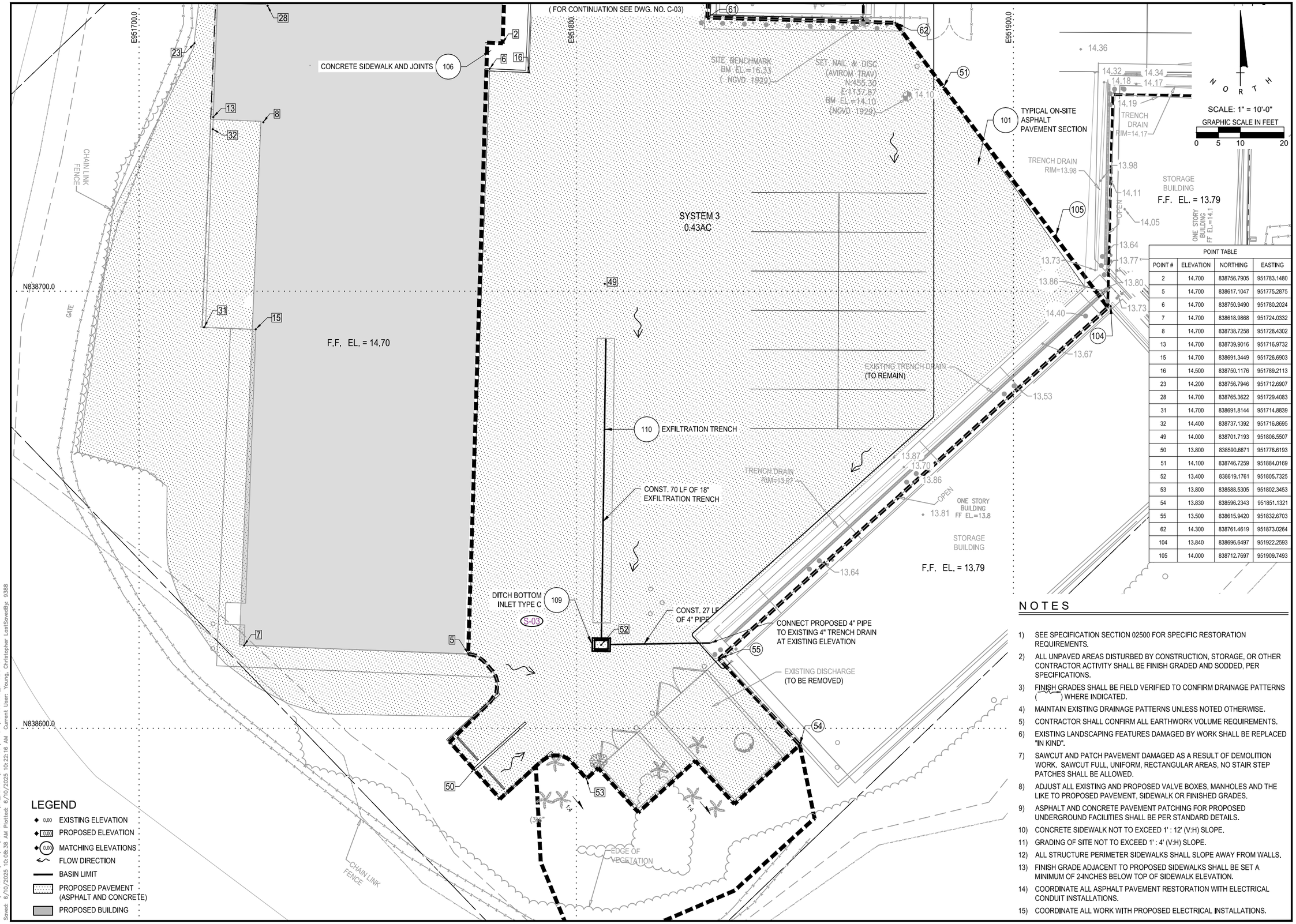

POINT TABLE			
POINT #	ELEVATION	NORTHING	EASTING
2	14.700	838756.7905	951783.1480
5	14.700	838617.1047	951775.2875
6	14.700	838750.9490	951780.2024
7	14.700	838618.9868	951724.0332
8	14.700	838738.7258	951728.4302
13	14.700	838739.9016	951716.9732
15	14.700	838691.3449	951726.6903
16	14.500	838750.1176	951789.2113
23	14.200	838756.7946	951712.6907
28	14.700	838765.3622	951729.4083
31	14.700	838691.8144	951714.8839
32	14.400	838737.1392	951716.8695
49	14.000	838701.7193	951806.5507
50	13.800	838590.6671	951776.6193
51	14.100	838746.7259	951884.0169
52	13.400	838619.1761	951805.7325
53	13.800	838588.5305	951802.3453
54	13.830	838596.2343	951851.1321
55	13.500	838615.9420	951832.6703
62	14.300	838761.4619	951873.0264
104	13.840	838696.6497	951922.2593
105	14.000	838712.7697	951909.7493

NOTES

1) SEE SPECIFICATION SECTION 02500 FOR SPECIFIC RESTORATION REQUIREMENTS.
2) ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION, STORAGE, OR OTHER CONTRACTOR ACTIVITY SHALL BE FINISH GRADED AND SODDED, PER SPECIFICATIONS.
3) FINISH GRADES SHALL BE FIELD VERIFIED TO CONFIRM DRAINAGE PATTERNS ( ) WHERE INDICATED.
4) MAINTAIN EXISTING DRAINAGE PATTERNS UNLESS NOTED OTHERWISE.
5) CONTRACTOR SHALL CONFIRM ALL EARTHWORK VOLUME REQUIREMENTS.
6) EXISTING LANDSCAPING FEATURES DAMAGED BY WORK SHALL BE REPLACED "IN KIND".
7) SAWCUT AND PATCH PAVEMENT DAMAGED AS A RESULT OF DEMOLITION WORK. SAWCUT FULL, UNIFORM, RECTANGULAR AREAS, NO STAIR STEP PATCHES SHALL BE ALLOWED.
8) ADJUST ALL EXISTING AND PROPOSED VALVE BOXES, MANHOLES AND THE LIKE TO PROPOSED PAVEMENT, SIDEWALK OR FINISHED GRADES.
9) ASPHALT AND CONCRETE PAVEMENT PATCHING FOR PROPOSED UNDERGROUND FACILITIES SHALL BE PER STANDARD DETAILS.
10) CONCRETE SIDEWALK NOT TO EXCEED 1' : 12' (V:H) SLOPE.
11) GRADING OF SITE NOT TO EXCEED 1' : 4' (V:H) SLOPE.
12) ALL STRUCTURE PERIMETER SIDEWALKS SHALL SLOPE AWAY FROM WALLS.
13) FINISH GRADE ADJACENT TO PROPOSED SIDEWALKS SHALL BE SET A MINIMUM OF 2-INCHES BELOW TOP OF SIDEWALK ELEVATION.
14) COORDINATE ALL ASPHALT PAVEMENT RESTORATION WITH ELECTRICAL CONDUIT INSTALLATIONS.
15) COORDINATE ALL WORK WITH PROPOSED ELECTRICAL INSTALLATIONS.

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4700 Riverside Drive, Suite 110
Coral Springs, FL 33067
954.510.4700 . www.chasolutions.com
Registry # 28386

VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
UTILITIES OPERATIONS BUILDING AT MAIN WTP

BAR IS 1-INCH LONG AT FULL SCALE.

ANGELA BARON-RUIZ, P.E.
FLORIDA LICENSE No. 76984
STATE OF FLORIDA PROFESSIONAL ENGINEER

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SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

PAVING AND GRADING - PARTIAL PLAN (SHEET 1)

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:
C-02
Sheet 2 of 12

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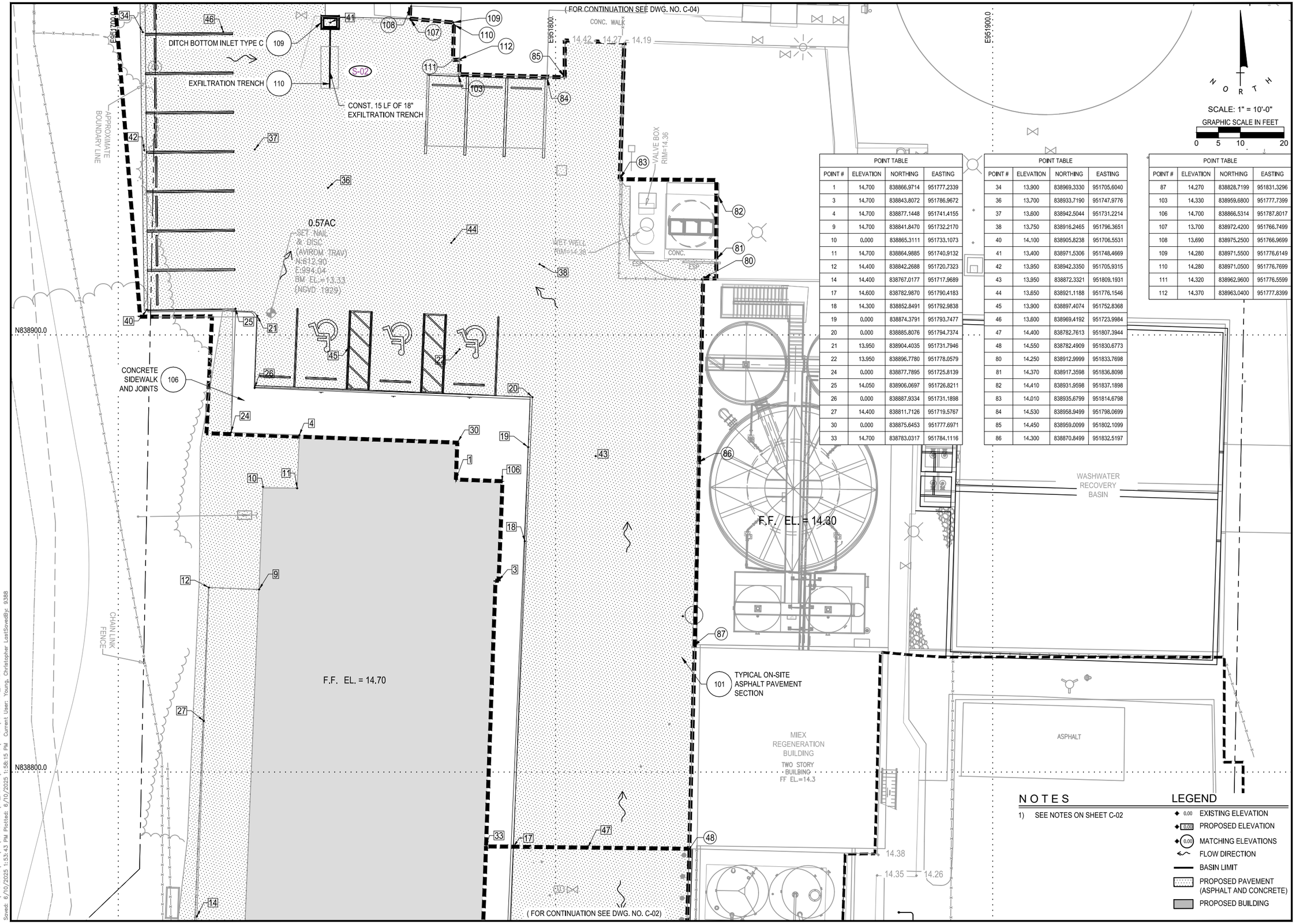

POINT TABLE			
POINT #	ELEVATION	NORTHING	EASTING
1	14.700	838866.9714	951777.2339
3	14.700	838843.8072	951786.9672
4	14.700	838877.1448	951741.4155
9	14.700	838841.8470	951732.2170
10	0.000	838865.3111	951733.1073
11	14.700	838864.9885	951740.9132
12	14.400	838842.2688	951720.7323
14	14.400	838767.0177	951717.9689
17	14.600	838782.9870	951790.4183
18	14.300	838852.8491	951792.9838
19	0.000	838874.3791	951793.7477
20	0.000	838885.8076	951794.7374
21	13.950	838904.4035	951731.7946
22	13.950	838896.7780	951778.0579
24	0.000	838877.7895	951725.8139
25	14.050	838906.0697	951726.8211
26	0.000	838887.9334	951731.1898
27	14.400	838811.7126	951719.5767
30	0.000	838875.6453	951777.6971
33	14.700	838783.0317	951784.1116

POINT TABLE			
POINT #	ELEVATION	NORTHING	EASTING
34	13.900	838969.3330	951705.6040
36	13.700	838933.7190	951747.9776
37	13.600	838942.5044	951731.2214
38	13.750	838916.2465	951796.3651
40	14.100	838905.8238	951706.5531
41	13.400	838971.5306	951748.4669
42	13.950	838942.3350	951705.9315
43	13.950	838872.3321	951809.1931
44	13.650	838921.1188	951776.1546
45	13.900	838897.4074	951752.8368
46	13.600	838969.4192	951723.9984
47	14.400	838782.7613	951807.3944
48	14.550	838782.4909	951830.6773
80	14.250	838912.9999	951833.7698
81	14.370	838917.3598	951836.8098
82	14.410	838931.9598	951837.1898
83	14.010	838935.6799	951814.6798
84	14.530	838958.9499	951798.0699
85	14.450	838959.0099	951802.1099
86	14.300	838870.8499	951832.5197

POINT TABLE			
POINT #	ELEVATION	NORTHING	EASTING
87	14.270	838828.7199	951831.3296
103	14.330	838959.6800	951777.7399
106	14.700	838866.5314	951787.8017
107	13.700	838972.4200	951766.7499
108	13.690	838975.2500	951766.9699
109	14.280	838971.5500	951776.6149
110	14.280	838971.0500	951776.7699
111	14.320	838962.9600	951776.5599
112	14.370	838963.0400	951777.8399

NOTES

1) SEE NOTES ON SHEET C-02

LEGEND

- 0.00 EXISTING ELEVATION
- 0.00 PROPOSED ELEVATION
- 0.00 MATCHING ELEVATIONS
- FLOW DIRECTION
- BASIN LIMIT
- PROPOSED PAVEMENT (ASPHALT AND CONCRETE)
- PROPOSED BUILDING

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VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
UTILITIES OPERATIONS
BUILDING AT MAIN WTP

1"
BAR IS 1-INCH LONG AT FULL SCALE.

ANGELA BARON-RUIZ, P.E.
FLORIDA LICENSE No. 76984
STATE OF FLORIDA PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION 'ALTERED BY' FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

PAVING AND GRADING - PARTIAL PLAN (SHEET 2)

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:
C-03
Sheet 3 of 12

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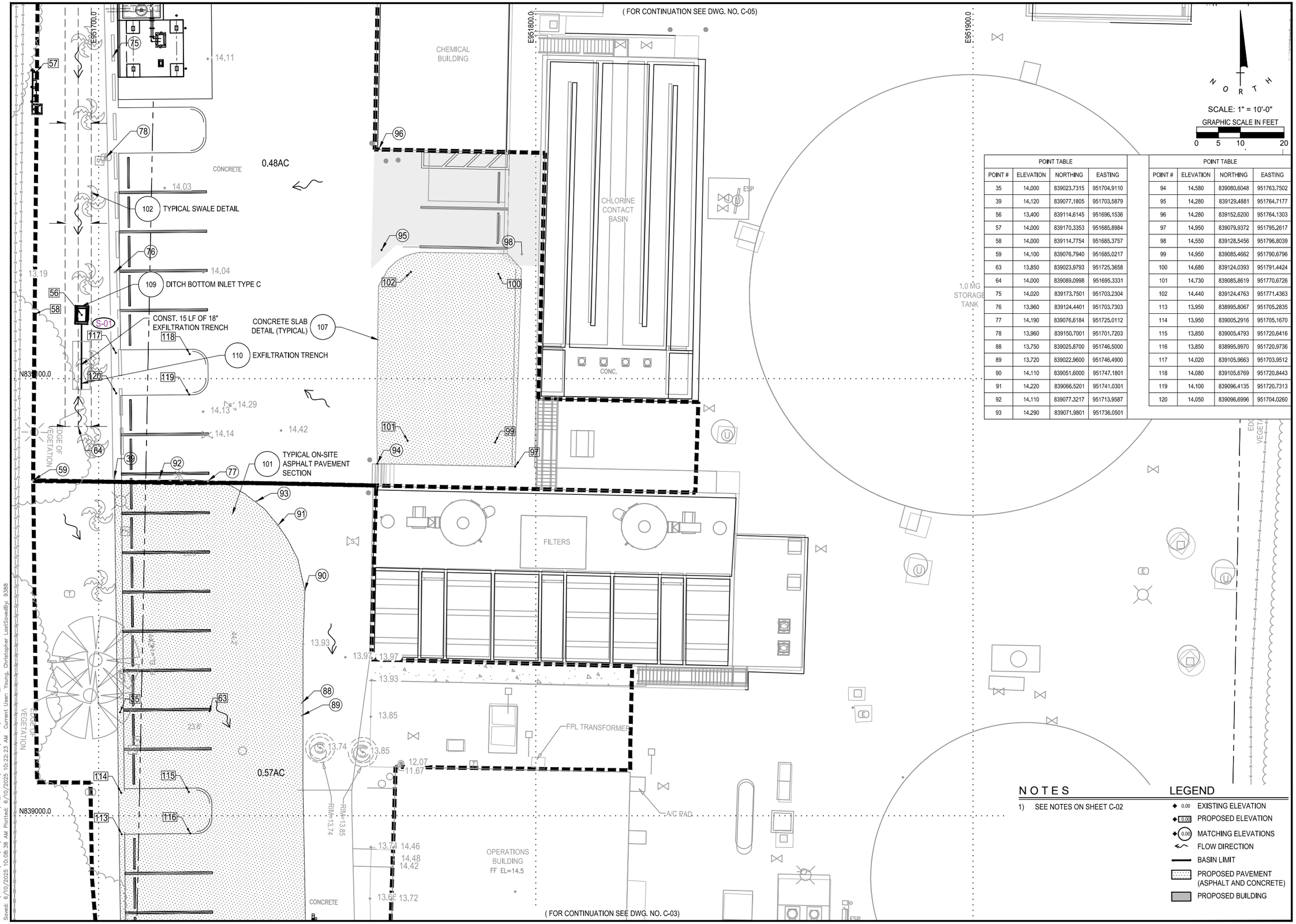

POINT TABLE			
POINT #	ELEVATION	NORTHING	EASTING
35	14.000	839023.7315	951704.9110
39	14.120	839077.1805	951703.5879
56	13.400	839114.6145	951696.1536
57	14.000	839170.3353	951685.8984
58	14.000	839114.7754	951685.3757
59	14.100	839076.7940	951685.0217
63	13.850	839023.9793	951725.3658
64	14.000	839089.0998	951695.3331
75	14.020	839173.7501	951703.2304
76	13.960	839124.4401	951703.7303
77	14.190	839076.6184	951725.0112
78	13.960	839150.7001	951701.7203
88	13.750	839025.8700	951746.5000
89	13.720	839022.9600	951746.4900
90	14.110	839051.6000	951747.1801
91	14.220	839066.5201	951741.0301
92	14.110	839077.3217	951713.9587
93	14.290	839071.9801	951736.0501

POINT TABLE			
POINT #	ELEVATION	NORTHING	EASTING
94	14.580	839080.6048	951763.7502
95	14.280	839129.4881	951764.7177
96	14.280	839152.6200	951764.1303
97	14.950	839079.9372	951795.2617
98	14.550	839128.5456	951796.8039
99	14.950	839085.4662	951790.6796
100	14.680	839124.0393	951791.4424
101	14.730	839085.8619	951770.6726
102	14.440	839124.4763	951771.4363
113	13.950	838995.8067	951705.2835
114	13.950	839005.2916	951705.1670
115	13.850	839005.4793	951720.6416
116	13.850	838995.9970	951720.9736
117	14.020	839105.9663	951703.9512
118	14.080	839105.6769	951720.8443
119	14.100	839096.4135	951720.7313
120	14.050	839096.6996	951704.0260

NOTES

1) SEE NOTES ON SHEET C-02

LEGEND

- 0.00 EXISTING ELEVATION
- 0.00 PROPOSED ELEVATION
- (0.00) MATCHING ELEVATIONS
- FLOW DIRECTION
- BASIN LIMIT
- PROPOSED PAVEMENT (ASPHALT AND CONCRETE)
- PROPOSED BUILDING

(FOR CONTINUATION SEE DWG. NO. C-03)

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VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
UTILITIES OPERATIONS BUILDING AT MAIN WTP

BAR IS 1-INCH LONG AT FULL SCALE.

ANGELA BARON-RUIZ, P.E.
FLORIDA LICENSE No. 76984
STATE OF FLORIDA
PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION 'ALTERED BY' FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

PAVING AND GRADING - PARTIAL PLAN (SHEET 3)

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:
C-04
Sheet 4 of 12

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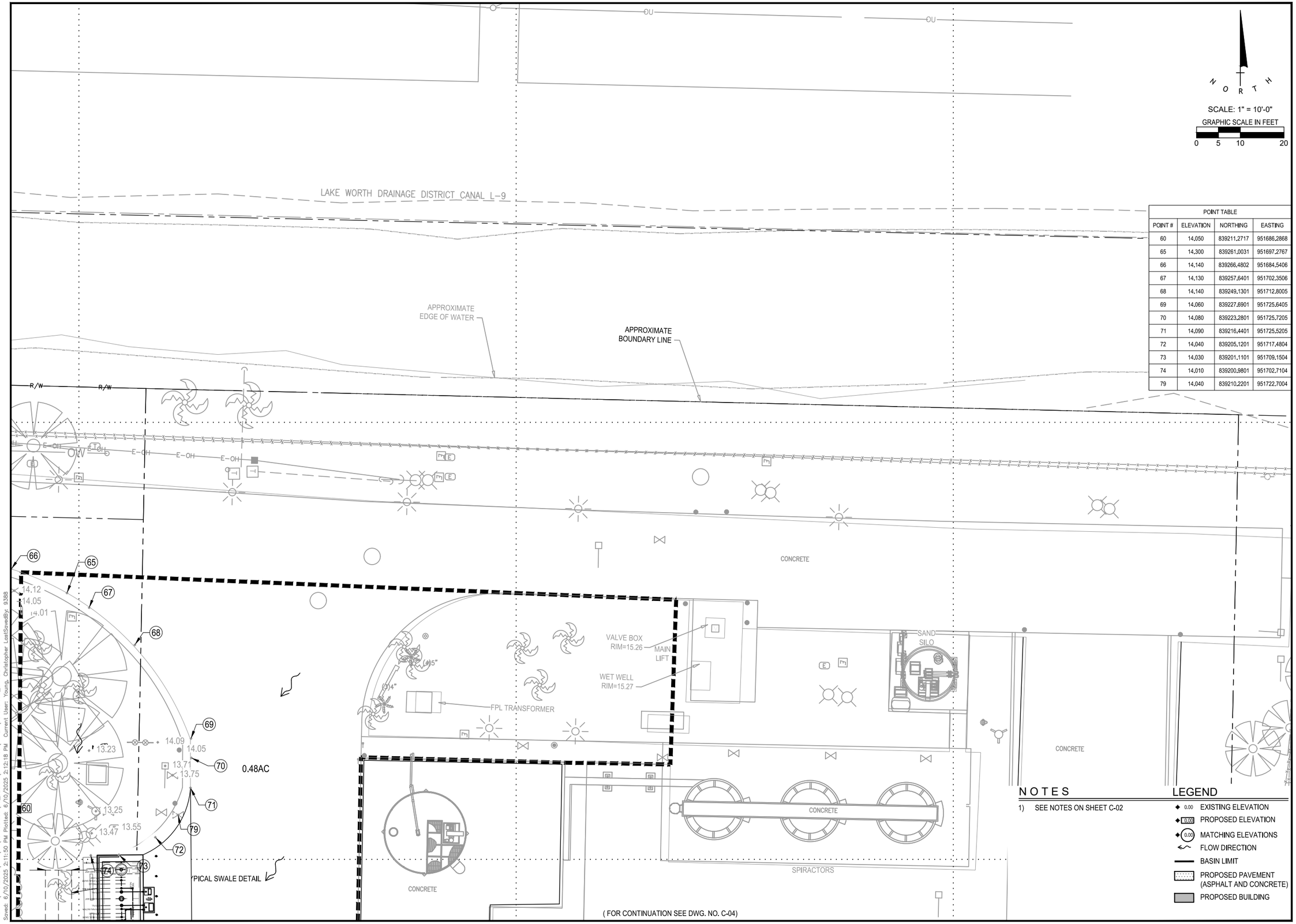

NORTH

SCALE: 1" = 10'-0"

GRAPHIC SCALE IN FEET

0 5 10 20

POINT TABLE			
POINT #	ELEVATION	NORTHING	EASTING
60	14.050	839211.2717	951686.2868
65	14.300	839261.0031	951697.2767
66	14.140	839266.4802	951684.5406
67	14.130	839257.6401	951702.3506
68	14.140	839249.1301	951712.8005
69	14.060	839227.6901	951725.6405
70	14.080	839223.2801	951725.7205
71	14.090	839216.4401	951725.5205
72	14.040	839205.1201	951717.4804
73	14.030	839201.1101	951709.1504
74	14.010	839200.9801	951702.7104
79	14.040	839210.2201	951722.7004

NOTES

1) SEE NOTES ON SHEET C-02

LEGEND

- 0.00 EXISTING ELEVATION
- 0.00 PROPOSED ELEVATION
- 0.00 MATCHING ELEVATIONS
- FLOW DIRECTION
- BASIN LIMIT
- PROPOSED PAVEMENT (ASPHALT AND CONCRETE)
- PROPOSED BUILDING

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THE VILLAGE OF PALM SPRINGS FLORIDA

VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT UTILITIES OPERATIONS BUILDING AT MAIN WTP

1"

BAR IS 1-INCH LONG AT FULL SCALE.

ANGELA BARON-RUIZ, P.E.
FLORIDA BAR #1394

ANGELA BARON-RUIZ LICENSE No. 76984 STATE OF FLORIDA PROFESSIONAL ENGINEER

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SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

PAVING AND GRADING - PARTIAL PLAN (SHEET 4)

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:

C-05

Sheet 5 of 12

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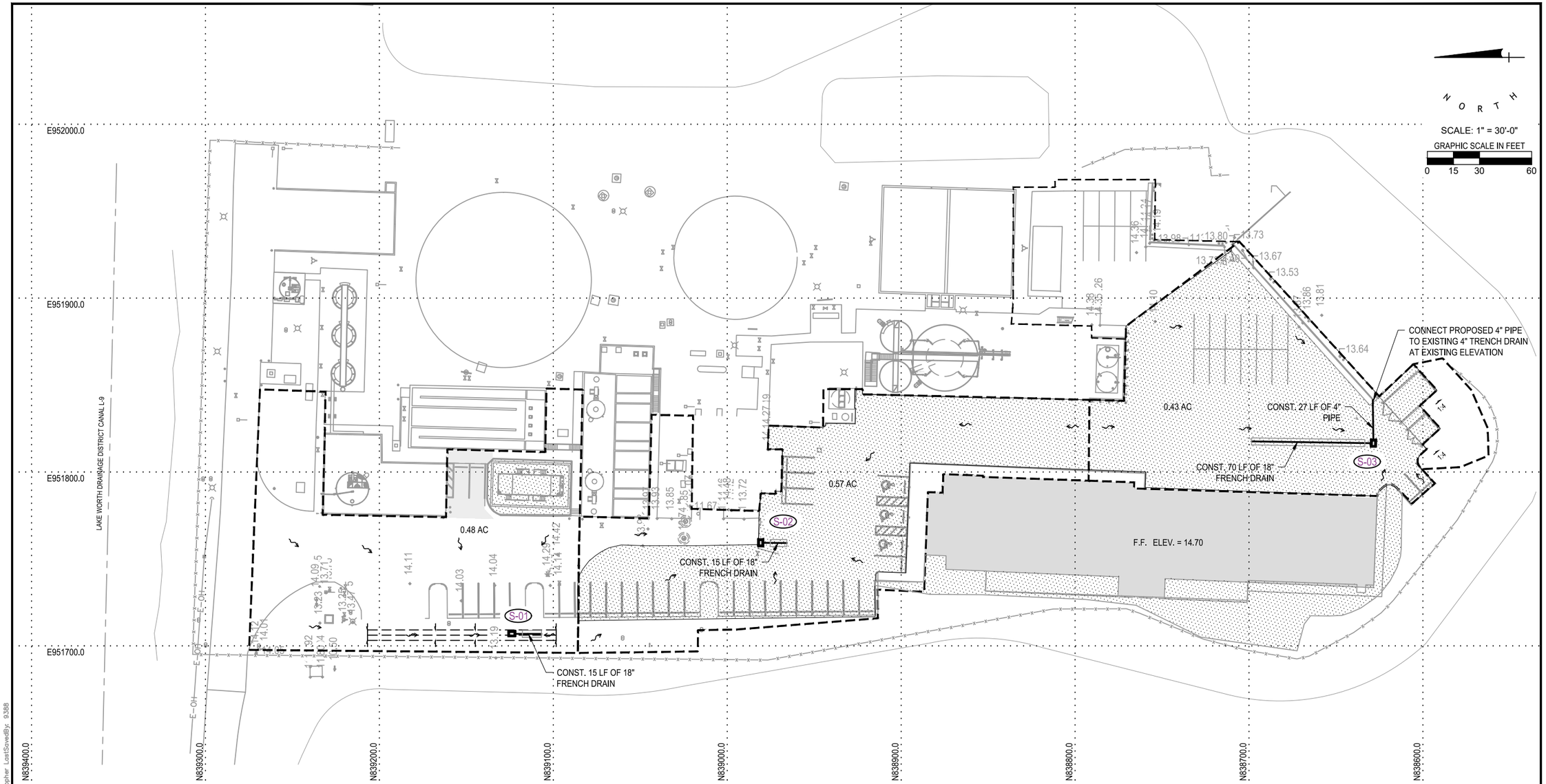

NOTES

1) SEE GENERAL NOTES ON SHEET G-03.

LEGEND

- 0.00 EXISTING ELEVATION
- 0.00 PROPOSED ELEVATION
- 0.00 MATCHING ELEVATIONS
- FLOW DIRECTION
- BASIN LIMIT
- PROPOSED PAVEMENT (ASPHALT AND CONCRETE)
- PROPOSED BUILDING

S-01

DITCH BOTTOM INLET TYPE C
(H-20 RATED)
W/ TYPE II SKIMMER (S)
INDEX No : 425-052, 443-002
EASTHING : 951696.2641
NORTHING : 839114.6961
RIM EL. = 13.40
FL EL. = 8.90 (S) (18" FD)
SUMP = 4.0'
BOTTOM EL. = 4.90

S-02

DITCH BOTTOM INLET TYPE C
(H-20 RATED)
W/ TYPE II SKIMMER (S)
INDEX No : 425-052, 443-002
EASTHING : 951748.4581
NORTHING : 838971.5670
RIM EL. = 13.40
FL EL. = 8.9 (S) (18" FD)
SUMP = 4.0'
BOTTOM EL. = 4.90

S-03

DITCH BOTTOM INLET TYPE C
(H-20 RATED)
W/ TYPE II SKIMMER (N)
INDEX No : 425-052, 443-002
EASTHING : 951696.2641
NORTHING : 839114.6961
RIM EL. = 13.40
FL EL. = 8.90 (N) (18" FD)
FL EL. = 12.15 (E) (4")
SUMP = 4.0'
BOTTOM EL. = 4.90

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Registry # 28386

VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
UTILITIES OPERATIONS
BUILDING AT MAIN WTP

BAR IS 1-INCH LONG AT FULL SCALE.

ANGELA BARON-RUIZ, P.E.
FLORIDA LICENSE No. 76984
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

DRAINAGE PLAN

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:
C-06
Sheet 6 of 12

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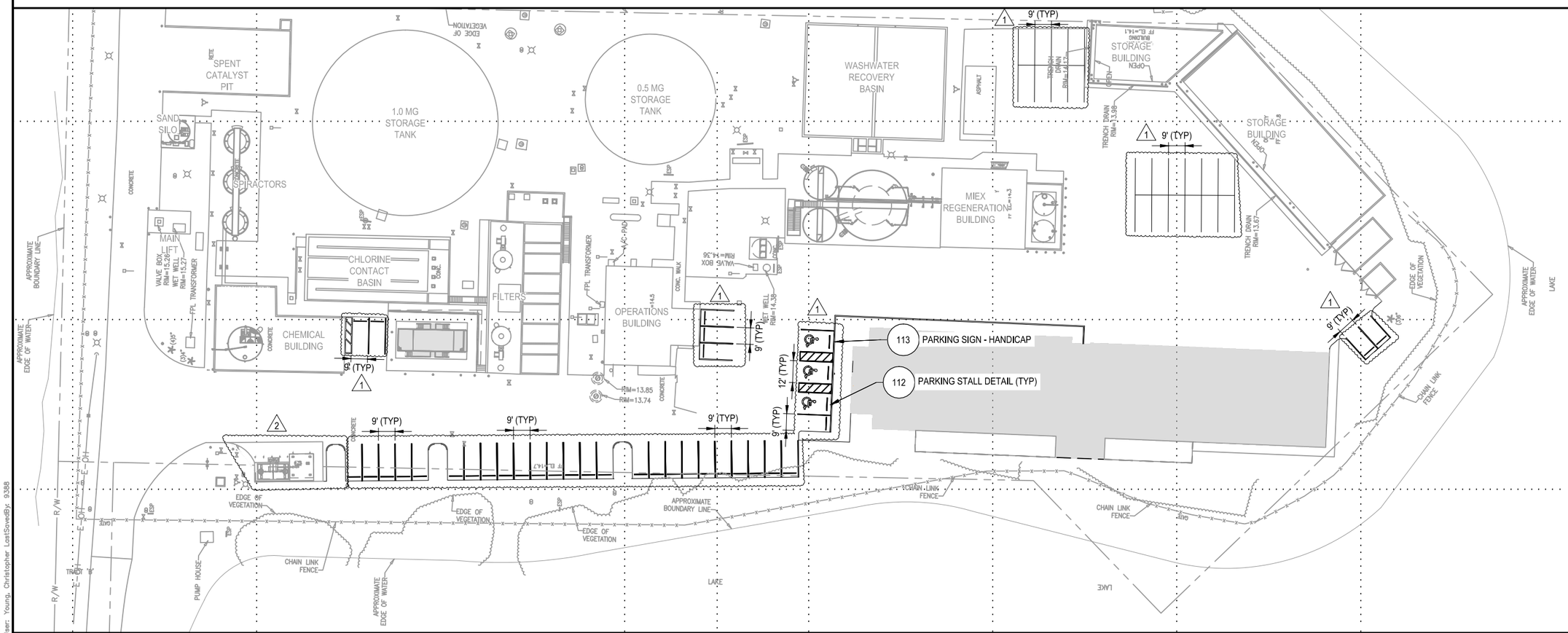

N O R T H

SCALE: 1" = 30'-0"

GRAPHIC SCALE IN FEET

0 15 30 60

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VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
UTILITIES OPERATIONS BUILDING AT MAIN WTP

1"

BAR IS 1-INCH LONG AT FULL SCALE.

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

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SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date
2	OWNER REVISION	SB	CY	6/9/2025
1	SPA COMMENT	SB	CY	6/3/2025

STRIPING PLAN AND DETAILS

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
C.YOUNG	C.YOUNG	D.K.HAMMANN
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:

C-07

Sheet 7 of 12

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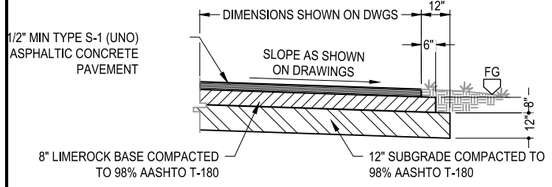
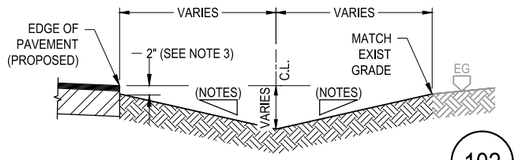
NOTES:
1) PAVEMENT AND BASE SHALL BE AS SPECIFIED IN 02510 - ASPHALTIC PAVEMENT AND BASE.
2) 1-1/2" TYPE S-1 TYPICAL UNLESS NOTED OTHERWISE (UNO) ON DRAWINGS.



TYPICAL ON-SITE ASPHALT PAVEMENT SECTION

101

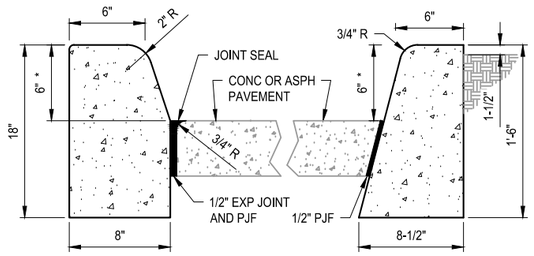
NOTES:
1) UP SLOPE OF SWALE MAY VARY TO MATCH EXISTING GRADE.
2) THE TOP OF SOD ELEVATION AT EDGE OF PAVEMENT SHALL BE NO GREATER THAN THE FINAL EDGE OF PAVEMENT ELEVATION.
3) THE PARABOLIC END OF THE SWALE SHALL HAVE SAME SLOPE AND PAVEMENT EDGE REQUIREMENTS AS SHOWN TO MATCH EXISTING DRIVEWAYS. TOP OF EXISTING SOD TO BE EQUAL TO OR LOWER THAN THE ADJACENT SWALED PAVEMENT ELEVATION.
4) ON-SITE SWALE WIDTHS SHALL BE AS NOTED ON DRAWINGS.
5) MINIMUM SWALE SLOPE SHALL BE AS NOTED ON DRAWINGS, BUT IN NO INSTANCE SHALL SLOPES EXCEED 3:1 (H:V).

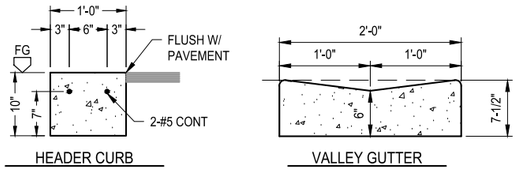


TYPICAL SWALE DETAIL

102

NOTES:
1) EXPANSION JOINT, PRE-FORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURBS AND CONCRETE PAVEMENT ONLY.
2) CONCRETE SHALL BE CURB MIX 3000 PSI MIN AT 28 DAYS.
3) 1/2" PJF REQD ONLY FOR CONCRETE PAVEMENT.
4) PROVIDE SAWCUT JOINT FOR CURBS AT 10'-0" O.C. MAX.
5) * = 6" OR MATCH EXISTING CURB HEIGHT.
6) PROVIDE SUBGRADE OF 6" COMPACTED LIMEROCK TYPICAL, UNLESS NOTED OTHERWISE.

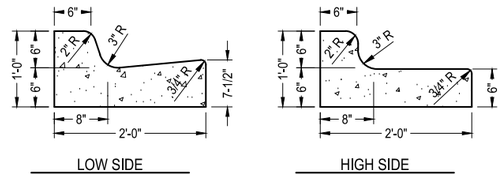




CONCRETE CURB DETAILS

103

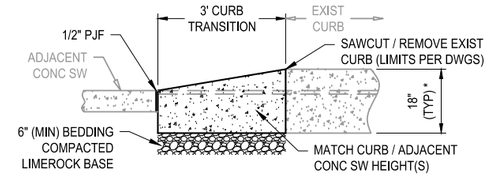
NOTES:
1) WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" UNLESS OTHERWISE NOTED ON PLANS.
2) CONCRETE SHALL BE 3000 PSI AS SPECIFIED IN SECTION 02630 - CONCRETE SIDEWALKS, DRIVES AND CURBS.



TYPE "F" CONCRETE CURB & GUTTER

104

NOTES:
1) EXPANSION JOINT, PRE-FORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURBS AND CONCRETE PAVEMENT ONLY.
2) * = 18" OR MATCH EXISTING CURB HEIGHT.
3) PROVIDE SAWCUT JOINTS FOR CURBS AT 10'-0" CENTERS MAXIMUM.
4) TRANSITION TYPICAL AT OPPOSITE SIDE.

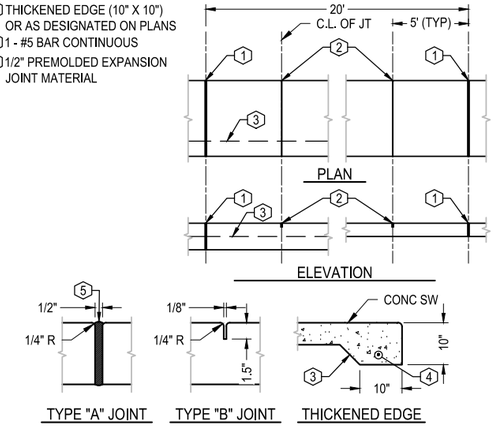


CURB TRANSITION

105

NOTES:
1) TYPE "A" JOINTS SHALL BE USED ON SIDEWALKS @ 20' CENTERS TYPICAL, POINTS OF CURVATURE AND POINTS OF TANGENCY AT CURVES.
2) TYPE "A" JOINTS SHALL BE USED AT JUNCTIONS OF EXIST AND NEW SIDEWALKS AND WHERE SIDEWALK ABUTS CONC CURBS, DRIVEWAYS AND SIMILAR STRUCTURES.
3) TYPE "B" JOINTS SHALL BE USED ON SIDEWALKS @ 5' CENTERS.
4) SIDEWALKS SHALL BE 4" THICK EXCEPT AT DRIVEWAYS WHERE THE THICKNESS SHALL BE 6".
5) SIDEWALKS WIDTH SHALL BE AS INDICATED ON DRAWINGS.
6) WHERE EXIST SIDEWALK IS DISTURBED / DAMAGED BY WORK, RESTORATION LIMITS SHALL BE FULL SIDEWALK WIDTH TO FIRST JOINT EITHER SIDE OF DISTURBED / DAMAGED AREA.

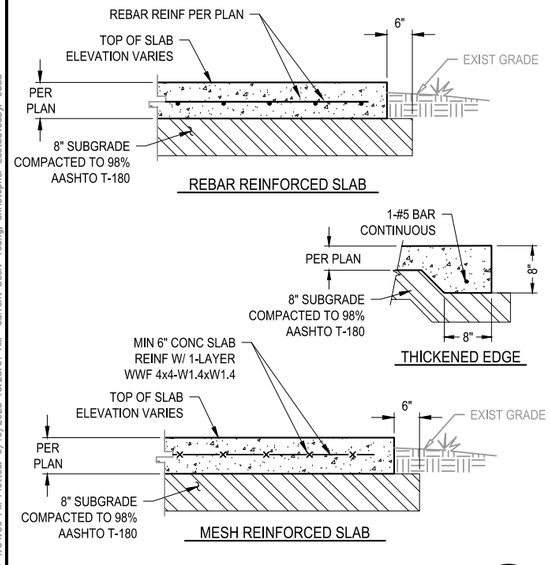
KEY NOTES
1 JOINT TYPE "A"
2 JOINT TYPE "B"
3 THICKENED EDGE (10" X 10") OR AS DESIGNATED ON PLANS
4 1 - #5 BAR CONTINUOUS
5 1/2" PREMOLDED EXPANSION JOINT MATERIAL



CONCRETE SIDEWALK / JOINTS

106

NOTES:
1) CONCRETE SHALL BE 3,000 PSI AS SPECIFIED IN SECTION 02630-CONCRETE SIDEWALKS, DRIVES AND CURBS.
2) WHERE SLAB ABUTTS ADJACENT CONCRETE OR STRUCTURE, PROVIDE 1/2" THICK ASPHALTIC EXPANSION MATERIAL JOINT.
3) PROVIDE 8-INCH THICKENED EDGE WHERE INDICATED ON PLANS. REMESH / REBAR SHALL EXTEND INTO THICKENED EDGE TYPICAL.

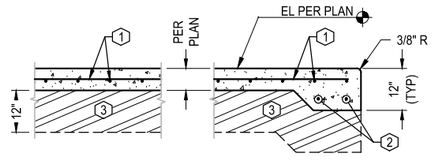


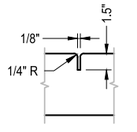
CONCRETE SLAB DETAIL (TYPICAL)

107

NOTES:
1) CONCRETE SHALL BE 4,000 PSI MIX AS SPECIFIED IN SECTION 03300-CONCRETE.
2) FINISH SHALL BE TYPE S-4 AS SPECIFIED IN SECTION 03300-CONCRETE.
3) PROVIDE EQUALLY SPACED CONTRACTION JOINTS @ 25' MAXIMUM SPACING.
4) THICKENED EDGES SHALL BE PROVIDED AT LOCATIONS SHOWN ON DRAWINGS.
5) PROVIDE PREMOLDED JOINT FILLER, PER SPECIFICATION SECTION 03251, AT ALL PAVEMENT OBSTRUCTIONS AND AT ALL LOCATIONS WHERE PAVEMENT ABUTTS STRUCTURES, SIDEWALKS OR OTHER PAVEMENTS.

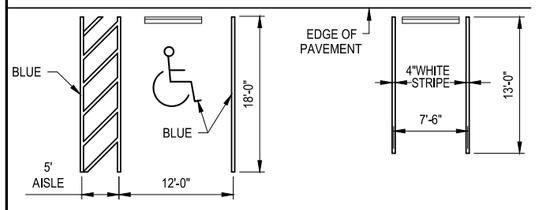
KEY NOTES
1 #4 BARS @ 15" OC EW MID-DEPTH (UNO)
2 2 - #5 CONTINUOUS (BOTTOM)
3 12" SUBGRADE COMPACTED TO 98% AS PER ASTM D-1557





(HEAVY EQUIPMENT)
CONCRETE PAVING

108



1
PARKING STALL DETAIL

112

NOTE:
1) MOUNT 7'-0" ABOVE PAVED SURFACE.

PARKING SIGN - HANDICAP

113

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VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
UTILITIES OPERATIONS
BUILDING AT MAIN WTP

1"
BAR IS 1-INCH LONG AT FULL SCALE.

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION 'ALTERED BY' FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date
1	SPA COMMENT	SB	CY	6/5/2025

STARDARD DETAILS - CIVIL (SHEET 1)

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
C.YOUNG	C.YOUNG	D.K.HAMMANN
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:
CD-01
Sheet 8 of 12

File: V:\PROJECTS\ANY\K7\081588.000\09_DESIGN\DRAWINGS\WATER\081588.000_CD-01.DWG
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NOTES:

1) ALL PIPE AND FITTINGS UP TO THE D.C.D.A. SHALL BE DUCTILE IRON CEMENT LINED.

2) THE INITIAL TEST OF THE BACKFLOW PREVENTION ASSEMBLY SHALL BE PERFORMED BY A CERTIFIED BACKFLOW TECHNICIAN. THE SUCCESSFUL TEST REPORT SHALL BE PROVIDED TO THE VILLAGE PRIOR TO THE FIRE LINE BEING PLACED INTO SERVICE.

3) THE DOUBLE CHECK DETECTOR ASSEMBLY SHALL BE APPROVED BY THE UNIVERSITY OF SOUTHERN CALIFORNIA (U.S.C.) OR THE A.S.S.E. (WITH ONE YEAR FIELD TESTING).

4) WHEN FIRE LINE LENGTH IS OVER ONE PIPE LENGTH, LINE SHALL BE TERMINATED WITH A GATE VALVE (=POINT OF SERVICE). NO PIPE JOINTS / CONNECTIONS ARE PERMITTED BETWEEN POINT OF SERVICE AND VERTICAL 90° BEND.

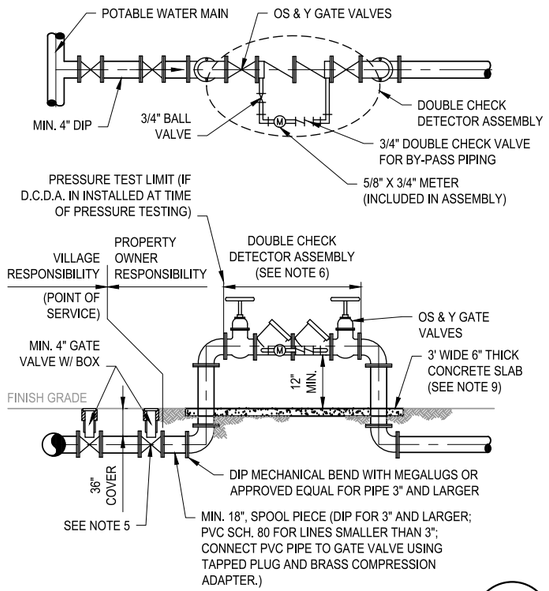
5) THE DESIGN SHALL MINIMIZE ANY POTENTIAL FOR WATER MAIN WITH NO FLOW. A FIRE HYDRANT LOCATED NEAR THE DOUBLE CHECK DETECTOR ASSEMBLY MAY BE REQUIRED FOR LONG, DEAD ENDING DEDICATED FIRE LINES.

6) AN APPROVED REDUCED PRESSURE PRINCIPLE DETECTOR ASSEMBLY SHALL BE REQUIRED FOR ALL FIRE SYSTEMS WITH STORAGE TANKS AND/OR AUXILIARY WATER SUPPLY.

7) TAMPER SWITCHES MAY BE REQUIRED BY THE FIRE MARSHALL.

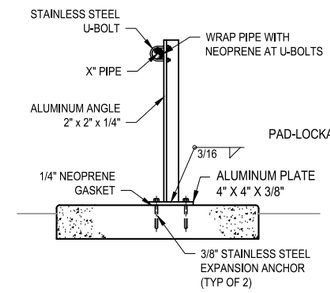
8) PIPE MATERIAL ON THE CUSTOMER SIDE OF POINT OF SERVICE SHALL COMPLY WITH FIRE MARSHALL REQUIREMENTS.

9) 3' WIDE 6" THICK CONCRETE SLAB IS RECOMMENDED FOR ASSEMBLY SMALLER THAN 4".



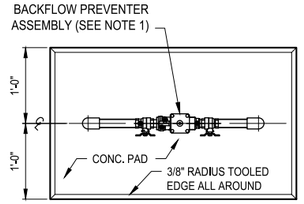
WM02

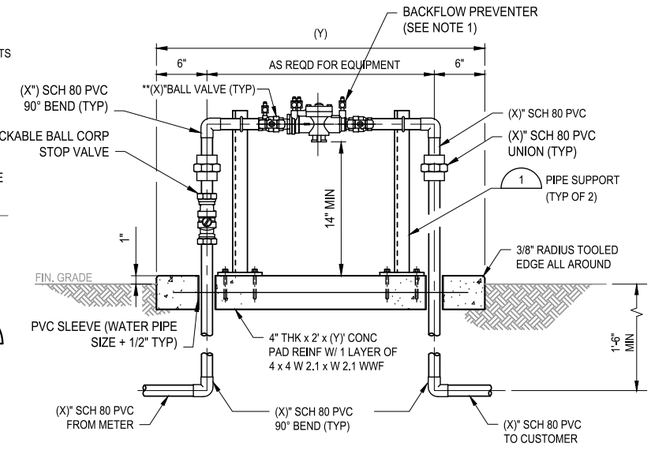
DOUBLE CHECK DETECTOR ASSEMBLY



DETAIL 1

SCALE: NTS



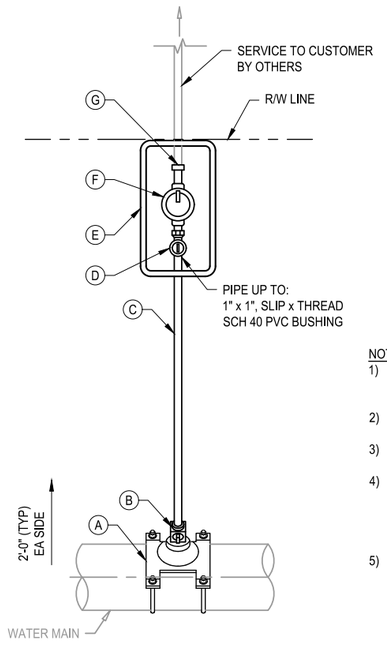


NOTES:

1. BACKFLOW PREVENTER SHALL BE RPZ TYPE AS SPECIFICED AND USC APPROVED.
2. ** PROVIDED BY BACKFLOW MANUFACTURER.
3. (X)" = SERVICE SIZE 1" THROUGH 2".
4. EXPOSED PVC PIPE SHALL BE PAINTED PER STANDARD SPECIFICATIONS.
5. CONTRACTOR TO SECURE PLUMBING PERMIT WITH THE LOCAL BUILDING DEPARTMENT.

WM07

BACKFLOW PREVENTER 1" - 2"(R.P.Z. TYPE)



LEGEND

- (A) MAIN X 1" CC TAP DOUBLE BALE SERVICE SADDLE, SMITH BLAIR 313
- (B) 1" CORPORATION STOP, FORD F1000-4-Q-NL
- (C) 1" AWWA C901, SDR9, PE 4710, BLUE POLY PIPE, 250 PSI
- (D) KEYED METER STOP 5/8" CTS COMPRESSION X 5/8", FORD BA43-242W
- (E) NDS SINGLE 12" STANDARD BOX, #D1200 B/O W/ SINGLE PLASTIC LID AND CAST IRON READER # D1200
- (F) 5/8" MASTER METER (PROVIDED/INSTALLED BY VILLAGE)
- (G) 5/8" x 3/4" METER TAIL AND 3/4" SCH 40 PVC FEMALE ADAPTER. (PROVIDED/INSTALLED BY VILLAGE)

NOTES:

1) LOCATION OF WATER SERVICES SHALL BE DETERMINED IN THE FIELD BY OWNER OR RESIDENT PROJECT REPRESENTATIVE.

2) SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE 18" CENTERS (MIN).

3) MINIMUM COVER FOR SERVICE LINES SHALL BE 2'-0".

4) ALL BRASS COMPONENTS THAT COME IN CONTACT WITH POTABLE WATER SHALL MEET NSF/ANSI STANDARD 61, ANNEX G AND/OR NSF/ANSI STANDARD 372 AS APPLICABLE. BRASS ALLOY SHALL NOT CONTAIN MORE THAN 0.25% LEAD BY WEIGHT.

5) WATER SERVICE ARE NOT TO BE INSTALLED UNDER DRIVEWAYS OR SIDEWALKS.

WM11

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VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
UTILITIES OPERATIONS
BUILDING AT MAIN WTP

1"
BAR IS 1-INCH LONG AT FULL SCALE.

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

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SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date
1	SPA COMMENT	SB	CY	6/5/2025

STARDARD DETAILS - CIVIL (SHEET 2)

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
C.YOUNG	C.YOUNG	D.K.HAMMANN
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:
CD-02
Sheet 9 of 12

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GENERAL NOTES:

1. Work this Index with Index 425-001 and Index 425-010.

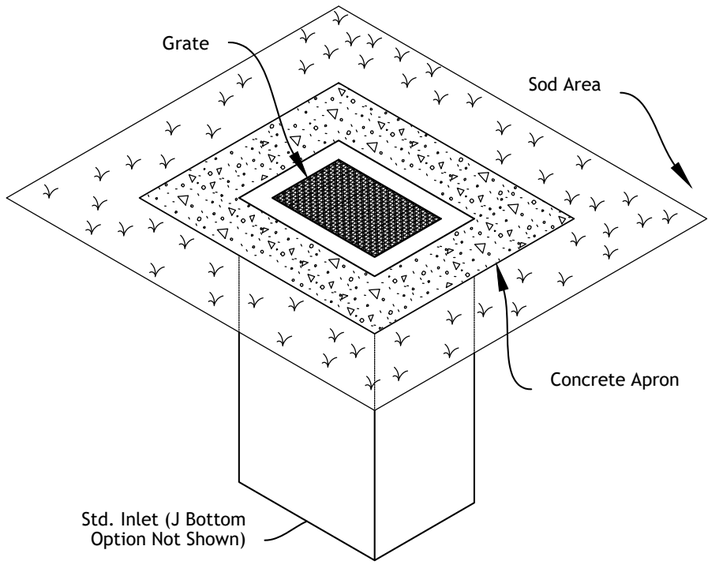
2. Chamfer all exposed edges and corners ¾" chamfer or tooled to ¼" radius.

3. All reinforcing is Grade 60 bars with 2" minimum. cover unless otherwise noted. Cut or bend bars for 1½" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening.

4. Use Concrete Apron on inlets without slots and inlets with non-traversable slots only when called for in the Plans.

5. Quantities are for informational and estimating purposes only.

6. Slots are not permitted on sides with grate seats.



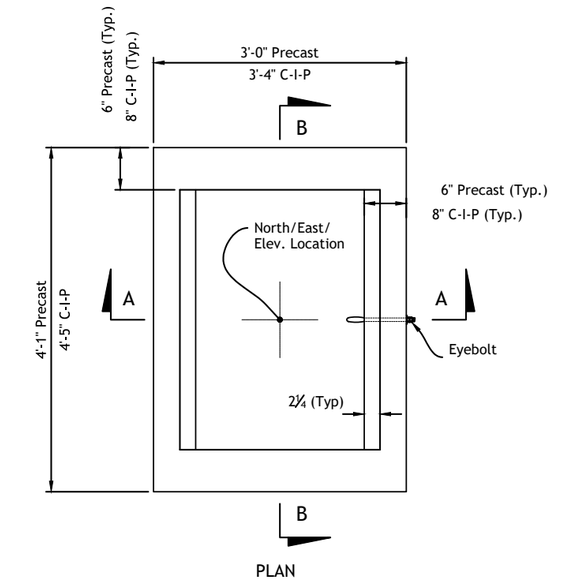
DITCH BOTTOM INLET TYPE C

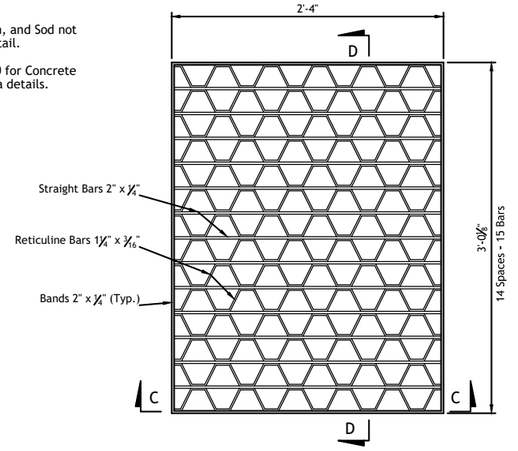
109

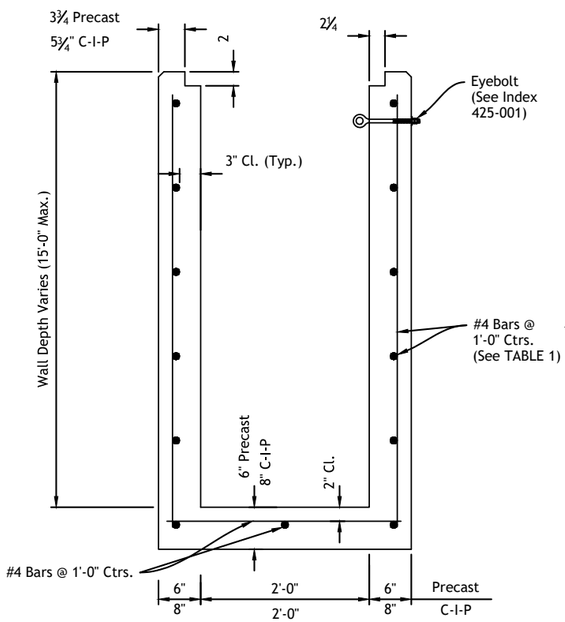
TABLE 1 HORIZONTAL WALL REINFORCING SCHEDULE				
DEPTH	SCHEDULE	AREA	MAX. SPACING	
			BARS	WWF
0' - 15'	A12	0.20	12"	8"

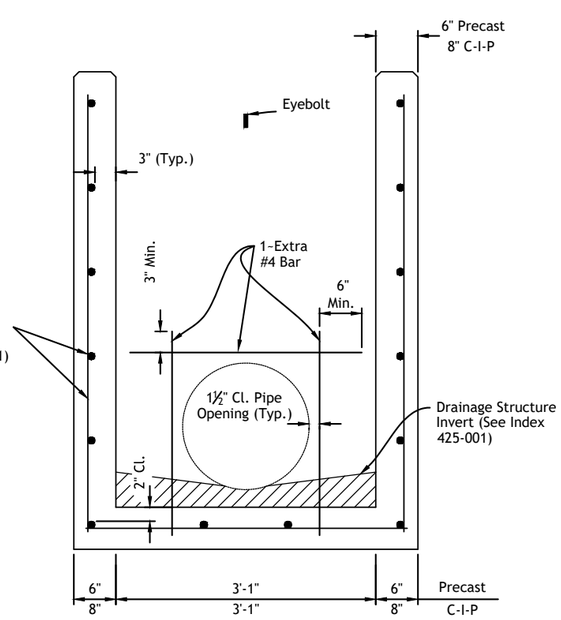
NOTES:

1. Grate, Concrete Apron, and Sod not shown on structure detail.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.









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VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
UTILITIES OPERATIONS
BUILDING AT MAIN WTP

1"
BAR IS 1-INCH LONG AT FULL SCALE.

ANGELA BARON RUIZ P.E.
FLORIDA P.E. LICENSE No. 76984
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

STARDARD DETAILS - CIVIL (SHEET 3)

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:
CD-03
Sheet 10 of 12

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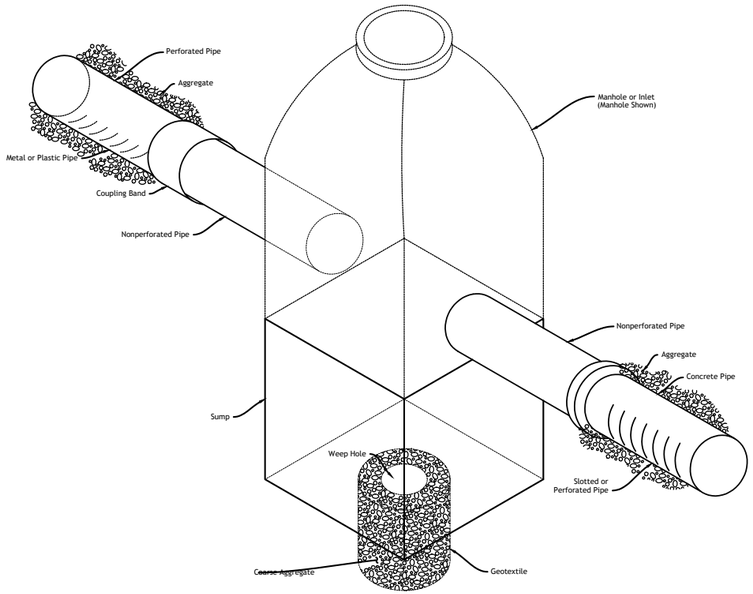
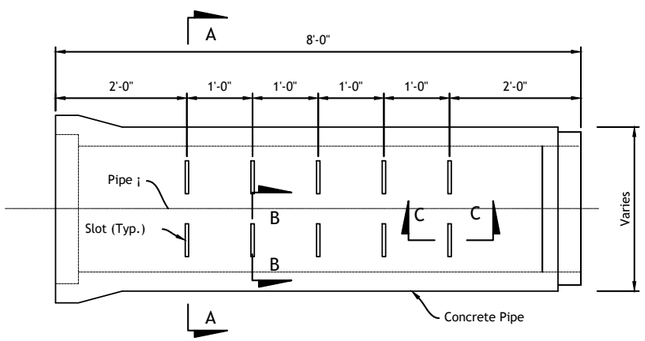


FRENCH DRAIN ASSEMBLY

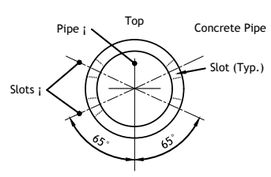
ROUND PIPE		
Pipe Size	Slot Cut	
	Opening (C)	
	Min.	Max.
15"	12"	14"
18"	12"	14"
24"	16"	18"
30"	16"	18"
36"	22"	24"
42"	22"	24"
48"	22"	24"
54"	24"	26"
60"	24"	26"
66"	24"	26"
72"	24"	26"



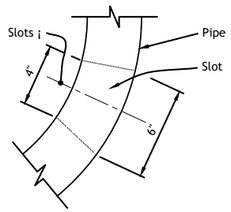
SIDE VIEW

NOTES:

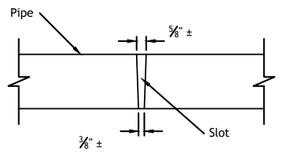
1. 2'-0" for 8'-0" joints of pipe; 2'-6" for 12'-0" joints of pipe
2. A curved cut is acceptable provided the control dimension is maintained.



15" to 30"
SECTION A-A



SECTION B-B



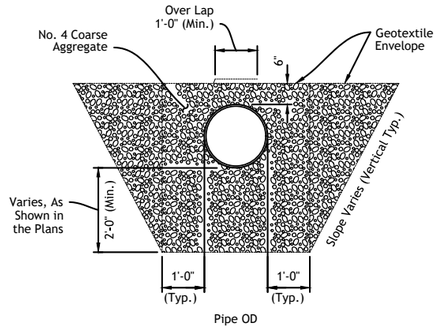
SECTION C-C

EXFILTRATION TRENCH

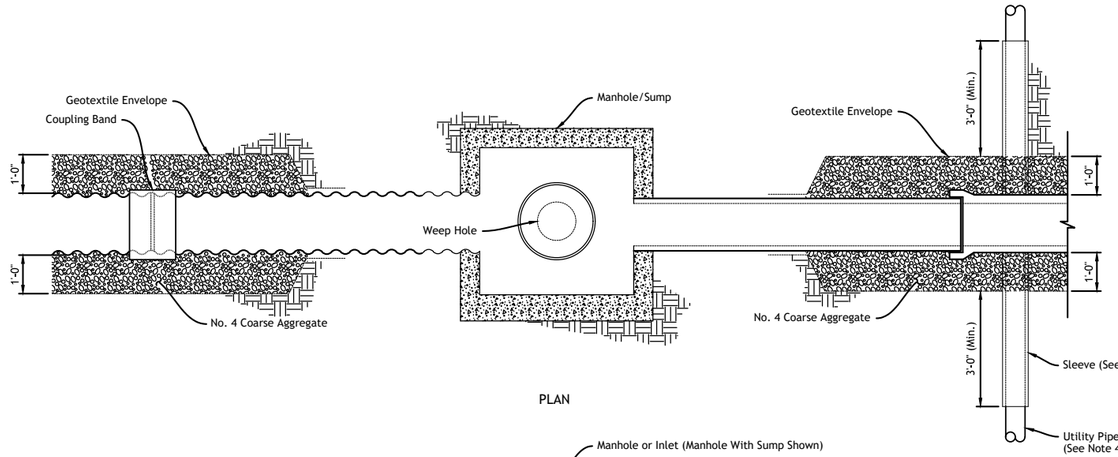
110

NOTES:

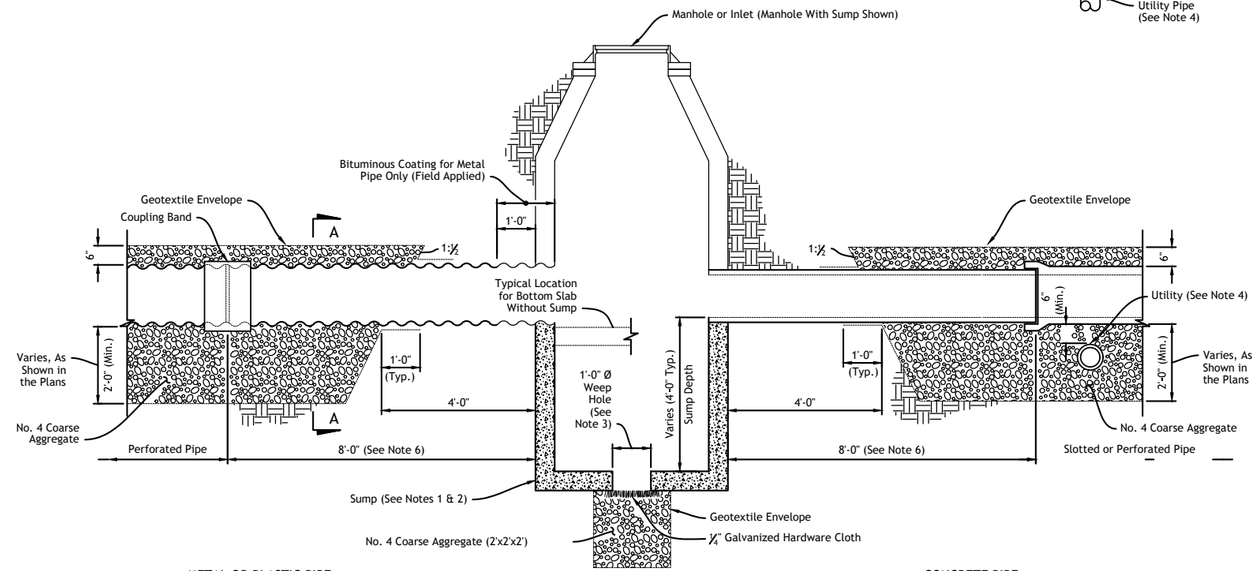
1. Construct sumps unless excluded in the Plans.
2. For additional sump bottom information see Index 425-001.
3. Construct weep holes only where called for in the Plans.
4. Only cast and ductile iron sanitary sewer, or cast iron, ductile and steel water mains will be allowed to pass directly through french drain (without sleeve).
5. Use only steel, cast or ductile iron sleeves.
6. No slots or perforations.



SECTION A-A



PLAN



ELEVATION

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VILLAGE OF PALM SPRINGS

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SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

STARDARD DETAILS - CIVIL (SHEET 4)

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:
CD-04
Sheet 11 of 12

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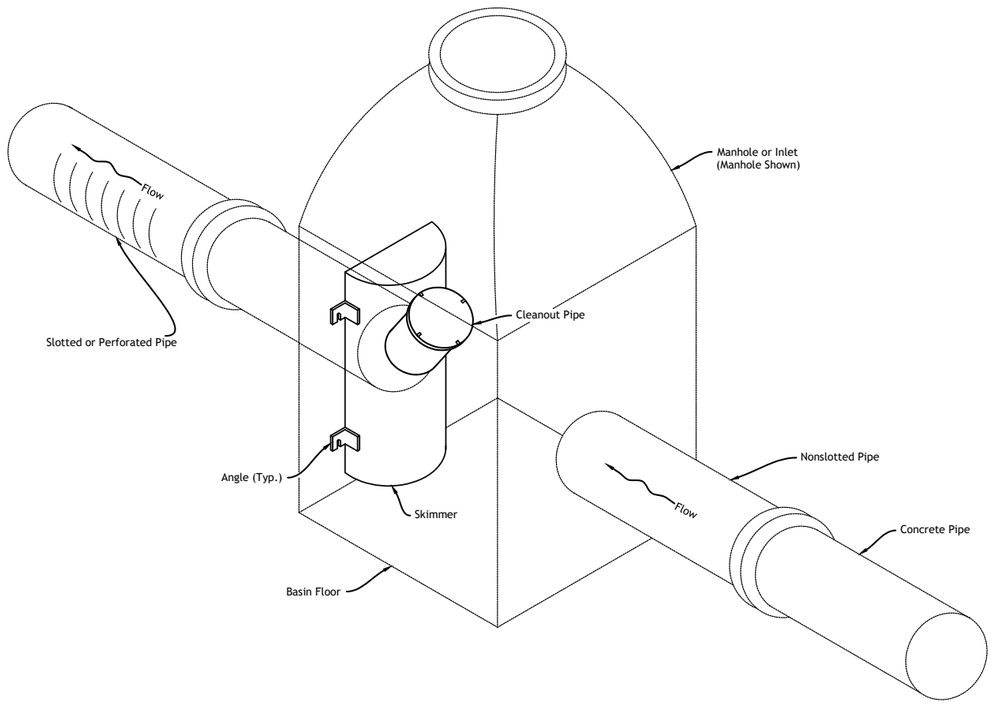
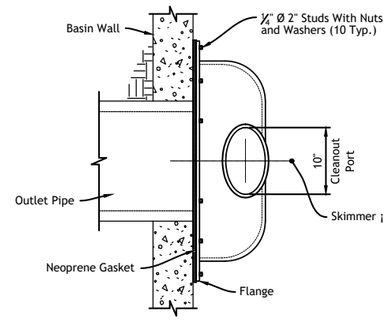
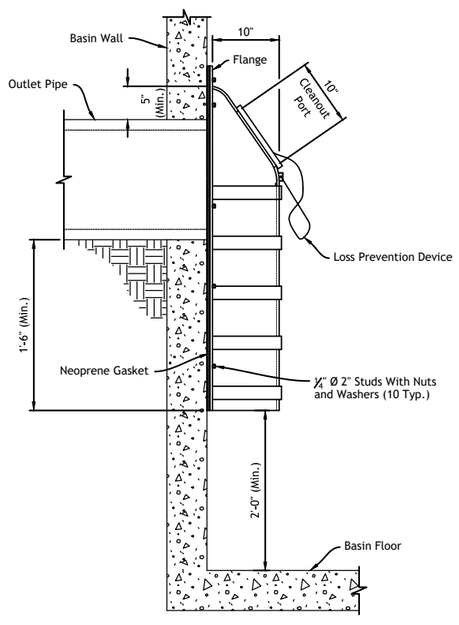


SKIMMER FOR FRENCH DRAIN OUTLETS ASSEMBLY



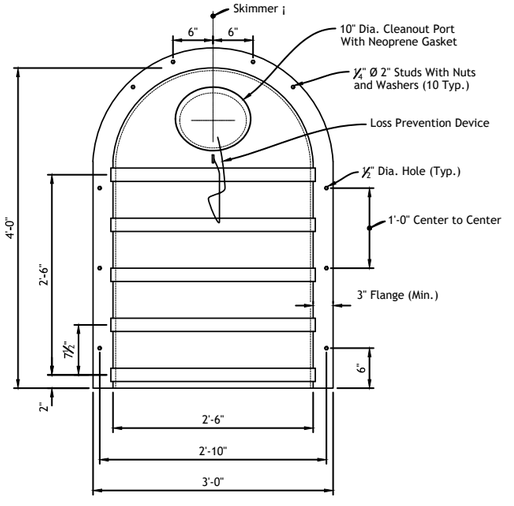
PLAN



SIDE ELEVATION

NOTE:

Install a gasket for the cleanout with either a threaded screw-in lid or a lid secured by four stainless steel quick-release latches.



FRONT ELEVATION

TYPE II DETAILS

SKIMMER TYPE II

111

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VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
UTILITIES OPERATIONS
BUILDING AT MAIN WTP

1"
BAR IS 1-INCH LONG AT FULL SCALE.

ANGELA BARON-RUIZ P.E.
FLORIDA P.E. No. 76984
FLORIDA REGISTERED PROFESSIONAL ENGINEER LICENSE No. 76984 STATE OF FLORIDA

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SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

STARDARD DETAILS - CIVIL
(SHEET 5)

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
4-10-2025	081588.000	AS SHOWN

Drawing No.:
CD-05
Sheet 12 of 12

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UTILITIES AND OPERATIONS BUILDING AT MAIN WATER TREATMENT PLANT DRAINAGE REPORT

City of Palm Springs

CHA Project Number: 081588.000

April 2025

ANGELA M. BARON-RUIZ LICENSE No. 76984 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by

on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Prepared for:
The Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Prepared by:
CHA Consulting, Inc.
8935 NW 35th Lane, Suite 200
Doral, FL 33172
Phone: (305) 592-7283

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Exhibit 3 Soils Report
Exhibit 4 Geotechnical Report
Exhibit 5 Wetlands Map
Exhibit 6 Floodplain
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Appendix B Meeting Minutes
Appendix C Pre-Development Conditions ICPR Model Results
Appendix D Post-Development Conditions ICPR Model Results
Appendix E Operations and Maintenance Plan

1.0 INTRODUCTION

1.1 Project Description

The Village of Palm Springs is planning to make improvements in the Utilities EOC Operations Building at the Main WTP. The services generally consist of a two-story building for the Utility Department's Emergency Operations Center and Operations Building on the existing water utilities site.

The task consists of the demolition of the existing building in the southwest and the construction of a new operations building in the same footprint, remove the small building on the northwest side and replace for parking lots, and turn into impervious areas small grass areas on the North side of the project for be used as parking lots as well.

1.2 Project Location

The improvements in the Utilities EOC Operations Building will be constructed on an approximately 5.2-acre parcel of land located in the heart of Palm Springs at 360 Davis Road characterized for a flat terrain with an urbanized watershed. Refer to **Exhibit 1** for the Location Map.

1.3 Project Datum

The primary vertical datum for this project is NGVD 29.

1.4 Scope of Work

The scope of this task consists of:

- Preparation of design plans consisting of:
  - Grading and drainage plan
  - Drainage Details Sheet
  - Erosion Control Plan
- Water Quality treatment calculations to meet the required pre-treatment volume from the additional impervious area resulting from the removal of the building.
- Runoff attenuation calculations for the additional impervious area resulting from the removal of the building.

2.0 EXISTING CONDITIONS

The project area consists of the essential components of a water treatment plant, as well as administrative buildings connected by access roads and parking areas.

An analysis of the existing drainage system was performed based on elevations obtained from the survey and field visits that helped to better understand the existing drainage patterns and drainage conditions.

Four drainage systems were identified throughout the project, establishing four discharge points based on minimum elevations and flow direction. Systems one and two discharge freely into Bonita Lake without any treatment or drainage structure, and systems three and four discharge into a dry pond and into a trench drain respectively. Refer to **Exhibit 2**

2.1 Soils

The site consists of the soils listed below as mapped by the United States Department of Agriculture, Natural Resources Conservation Service. Refer to **Exhibit 3** for the Soils Report.

5 – Arents-Urban land complex, organic substratum

These soils are described as nearly level, somewhat poorly drained sandy soils that were either dredged from nearby waterways or imported from other areas and used for fill material. The areas were formerly organic marshes and swamps that were filled with a heterogeneous overburden material for urban land use. Refer to **Exhibit 4** corresponding to the Geotechnical Report for more details.

2.2 Groundwater

The groundwater level used in this preliminary stormwater analysis were obtained from the Geotechnical Report prepared by Nutting Engineers of Florida, Inc. The level was encountered at an approximate depth of four to five feet below the existing ground surface levels. For more information, refer to **Exhibit 4** corresponding to the Geotechnical Report.

2.3 Wetlands

The project area is surrounded by the Bonita Lake, however the runoff produced by the additional impervious area will remain within the project area without considering any outfall. Refer to **Exhibit 5** for the Wetlands Map.

2.4 Floodplain

The facilities are located inside the Special Flood Hazard Areas per the FEMA Flood Map classified as AE zone (Base Flood Elevations Determined). The finished floor elevation for the proposed building was adjusted considering this elevation. Refer to **Exhibit 6** for the FEMA Flood Insurance Rate Map.

2.5 Existing Drainage Conditions

This project is part of the facilities of a treatment plant, within which no drainage structures were identified. Approximately 230 linear feet of trench drain located in the southeastern area of the project appear to be the only collection system in the site. The remainder areas are assumed to drain directly into Lake Bonita as runoff.

2.6 Contaminated Areas

In function of the Ground Water Contamination Areas map from DEP, the project area is not located within or close to a contaminated site. Refer to **Exhibit 7** for the Contaminated Areas Map.

3.0 DESIGN CRITERIA

Florida Environmental of Environmental Protection (FDEP) and the City Palm Springs have jurisdiction over this project. Our team met with the FDEP SE District office on January 15, 2025, to determine the specific Environmental Resource Permit requirements and the design criteria for the stormwater system. Refer to **Appendix B** for the meeting minutes. The following subsections outline the anticipated design requirements as they apply to this project.

3.1 Water Quality Treatment Criteria

The calculation was performed for both criteria, the first inch of additional runoff from the developed project and for the 2.5 inches multiplied by the percentage of impermeability, the latter giving the most unfavorable calculation.

- 2.5 inches times the percentage imperviousness from the additional contributing area shall be treated in the proposed French drain systems. Refer to **Appendix A** for the water quality treatment calculations for pre- and post-development conditions.

3.2 Water Quantity and Runoff Attenuation Criteria

Storm Event	Rainfall Depth (inch)	Source	Design Feature	Jurisdiction
25-Year/72-Hour	13.2”	NOAA Atlas 14 Rainfall Data	Volume Discharge	FDEP

4.0 HYDRAULIC ANALYSIS

4.1 ICPR Modeling

The Advanced Interconnected Pond Routing (AdICPR) computer model (Version 4.05) was used to evaluate the existing and proposed drainage systems. The AdICPR computer model is a hydrodynamic model developed by Streamline Technologies, Inc. and simulates hydrologic and hydraulic conditions by generating runoff hydrographs and dynamically routing these hydrographs through stormwater management systems. This computer model is highly known by all Environmental Agencies (FDEP and SFWMD). This method generates runoff hydrographs using the following hydrologic parameters.

1. Basin areas
2. Curve numbers (CN)
3. Percent directly connected impervious area (DCIA)

4. Rainfall depth
5. Rainfall distributions
6. Times of concentration (TOC)

The following subsections describe these parameters in detail and how they were applied in the project hydrologic modeling.

4.1.1 Basin Area

The basin area is the surface area encompassed by the overall project site and is associated with a given node in the network. The area was subdivided into impervious and pervious.

4.1.2 Nodes

In AdICPR, nodes were used to simulate the project site and the receiving groundwater table.

The project site was modeled as a Stage-Volume node encompassing the total storage for the project area. The receiving groundwater node was modeled as a boundary node with uniform tailwater. It was necessary to place a surface discharge node to model system 4, which will not be modified.

5.0 PROPOSED DRAINAGE IMPROVEMENTS

The proposed drainage involves a collection and conveyance system consisting of ditch bottom inlets and 18" French drains. For the post-development conditions, a drainage system consisting of four basins with boundaries similar to the existing drainage patterns is proposed, in order to avoid significant changes in grading and minimize disruption to the existing patterns.
Below is a summary of the proposed improvements in each of the systems:

- System 1: Located north of the project, consists of a ditch bottom inlet with 15 ft of French Drain, with the purpose of treating and mitigating the additional runoff generated by the replacement of green areas with parking lots. A drainage swale to convey runoff to the proposed inlet is proposed on the west side of the basin.
- System 2: Located in the central area of the project. Consists of a ditch bottom inlet with 15 ft of French drain treat and attenuate the runoff.
- System 3: The system three located southwest of the project, currently consists of a small pond that receives the runoff from this area. It is proposed to eliminate the pond and build a ditch bottom inlet with 70 ft of French Drain to meet the water quality and quantity criteria. The existing trench drain currently discharging into the pond will be connected to the proposed DBI.
- System 4: The fourth system is located southwest of the project area. The drainage area for System 4 remains the same as in the Pre-Development condition, discharging freely into Bonita Lake. Since no site improvements are anticipated within System 4, no drainage upgrades will be implemented in that area.

Refer to **Exhibit 2** for the Proposed Drainage and Erosion Control Plan.

5.1 Water Quality Treatment

Water quality treatment for the 2.5 inches times the percentage of imperviousness will be provided with the French Drain proposed in systems one, two and three. The conditions of system four will not be modified. The following table summarizes the additional water quality treatment volume requirements established by FDEP, along with the treatment capacity provided by the proposed system:

Criteria	System	Treatment Volume Required 2.5 Inches x % Imperviousness (ac-ft)	Treatment Volume Provided (ac-ft)	Treatment Method
SFWMD	1	0.017	0.022	French Drain
SFWMD	2	0.000	0.020	French Drain
SFWMD	3	0.090	0.101	French Drain
SFWMD	4	0.000	0.000	-

5.2 Pre-Development vs. Post-Development Runoff Analysis

The pre-development conditions of the project area were compared with the post-development conditions for the 25-Year/72-Hour storm event. As shown in the tables below, the proposed drainage system does not generate runoff leaving the site in the systems 1, 2 and 3, significantly improving the conditions in the area. Refer to **Appendix C** and **Appendix D** for the pre-development and post development conditions ICPR model results.

Storm Event	System	Pre-Development		Link BASIN_OFFSITE Discharge (cfs)
		Warning Stage	Peak Stage	
25-Year/72-Hour	1	13.10	13.32	1.59
25-Year/72-Hour	2	13.10	13.33	1.69
25-Year/72-Hour	3	12.50	13.41	2.72
25-Year/72-Hour	4	13.40	13.52	0.62

Storm Event	System	Post-Development		Link BASIN_OFFSITE Discharge (cfs)
		Warning Stage	Peak Stage	
25-Year/72-Hour	1	13.40	11.24	0.00
25-Year/72-Hour	2	13.40	11.59	0.00
25-Year/72-Hour	3	13.40	10.35	0.00
25-Year/72-Hour	4	13.40	13.52	0.62

The summarized results indicate that under the pre-development conditions, runoff discharges freely into Bonita Lake without any drainage structure, except in the south-east area where approximately 230 ft of trench drain was identified.

In contrast, under post-development conditions, the construction of DBI's is proposed in conjunction with French Drains in the systems encompassing proposed site improvements.

6.0 PERMITTING REQUIREMENTS

Permit requirements were coordinated with the following agencies:

- Village of Palm Springs Engineering: It was determined that approval of the Paving, Grading and Drainage Plans will be through the Planning and Zoning submittals.
- Lake Worth Drainage District (LWDD): There is no permit requirement since there is no connection to the existing LWDD Canal.
- Florida Department of Environmental Protection (FDEP): An Individual Environmental Resource Permit will be required.

Refer to **Appendix B** for minutes from meetings will all agencies.

7.0 OPERATION AND MAINTENANCE PLAN

In accordance with Section 373.416(2), F.S., all stormwater management systems, dams, impoundments, reservoirs, appurtenant works, or works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

In this Drainage Report the operation and maintenance plan lists and details all components of the stormwater system, type, the inspection frequency and suggested maintenance activities. Refer to **Appendix E** for the Operation and Maintenance Plan.

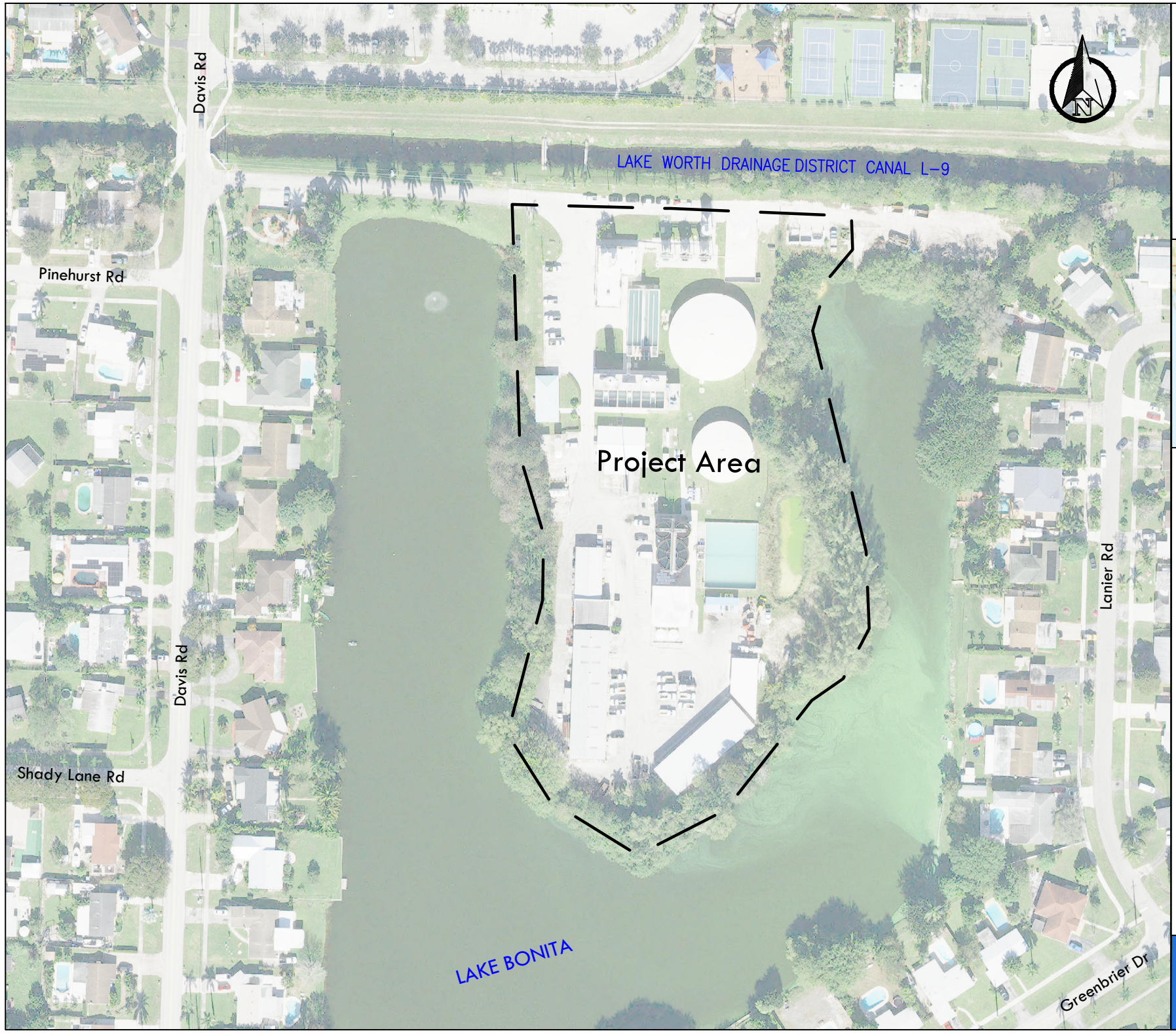
8.0 CONCLUSION

The design plans and calculations presented confirm the proposed stormwater management system meets the water quality and water quantity design requirements as required by the agencies with jurisdiction of the project area.

EXHIBITS

Exhibit 1	Location Map
Exhibit 2	Drainage Maps and Erosion Control Plan
Exhibit 3	Soils Report
Exhibit 4	Geotechnical Report
Exhibit 5	Wetlands Map
Exhibit 6	Floodplain
Exhibit 7	Contaminated Areas Map

Exhibit 1 Location Map



Map Location

Utilities and OPS BLDG at Main WTP

Legend

Project Area

Exhibit 2 Drainage Maps and Erosion Control Plan

NOTES

1) SEE GENERAL NOTES ON SHEET G-03.
2) CONTRACTOR'S OFFICE TRAILER, EMPLOYEE PARKING AND MATERIAL STORAGE AREAS WILL BE COORDINATED ON-SITE WITH OWNER.
3) DEMOLITION WORK, PROPOSED WORK AND SCHEDULED SHUTDOWNS SHALL BE COORDINATED WITH SITE STAFF, ENGINEER AND "SEQUENCE OF CONSTRUCTION" (SEE SHEET G-12).
4) SEE SPECIFICATION SECTION 02072 - DEMOLITION FOR ADDITIONAL REQUIREMENTS.
5) CONTRACTOR IS RESPONSIBLE FOR RETURNING REMOVED EQUIPMENT TO OWNER AS SPECIFIED HERE AND THROUGHOUT DRAWINGS AND SPECIFICATIONS.

   THE VILLAGE HAS PRELIMINARILY MARKED THE FOLLOWING ITEMS TO BE SALVAGED FOR THE VILLAGE BY CONTRACTOR:

   - (TO BE DETERMINED)

5) CONTRACTOR RESERVES THE RIGHT TO KEEP ANY REMOVED EQUIPMENT THAT IS NOT REQUESTED BY THE OWNER OR SPECIFIED TO BE RETURNED THROUGHOUT THE DRAWINGS AND SPECIFICATIONS. ANY EQUIPMENT NOT REQUESTED BY OWNER SHALL BE DISPOSED OF LAWFULLY BY THE CONTRACTOR.
6) FOR ELECTRICAL DEMOLITION AND TEMPORARY ELECTRICAL PROJECT REQUIREMENTS, CONTRACTOR SHALL REFER TO INSTRUMENTATION AND ELECTRICAL DRAWINGS.
7) EQUIPMENT REMOVAL SHALL INCLUDE PIPING AS INDICATED ON DRAWINGS, ACCESSORIES AND ELECTRICAL CONDUIT(S)/WIRING ETC., SUPPORTS, AND MOUNTING / ANCHORING HARDWARE TYPICAL, UNLESS OTHERWISE STATED.
8) PIPING REMOVAL SHALL BE INCLUSIVE OF ALL PIPE, FITTING, VALVES, SUPPORTS AND ANCHORAGE, TYPICAL.

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VILLAGE OF PALM SPRINGS

SITE PLAN AMENDMENT
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1"
BAR IS 1-INCH LONG AT FULL SCALE.

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SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

EXISTING DRAINAGE MAP

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
1-24-2025	081588.000	AS SHOWN

Drawing No.:
D-01
Sheet XX of 27

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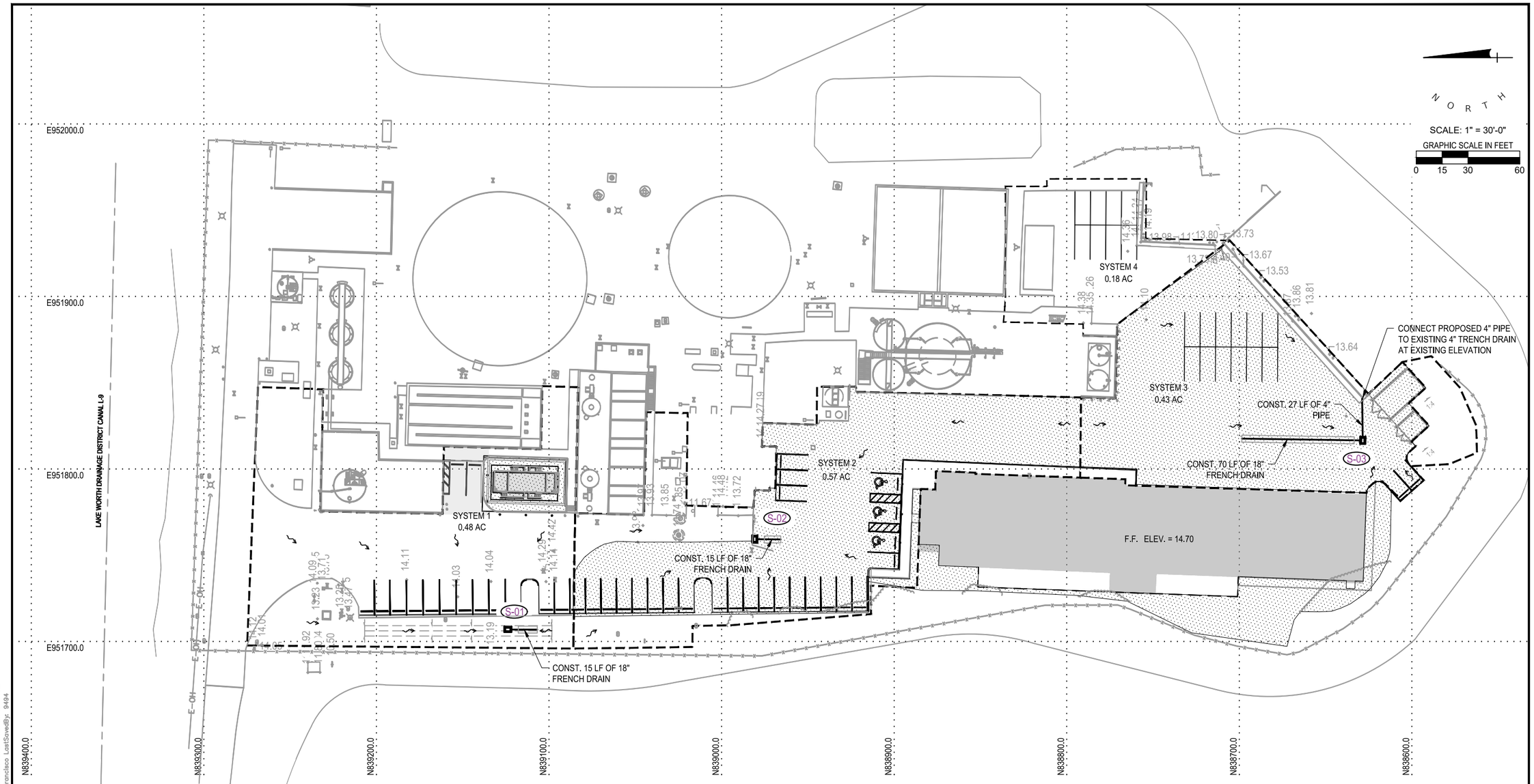

NOTES

1) SEE GENERAL NOTES ON SHEET G-03.

LEGEND

- 0.00 EXISTING ELEVATION
- 0.00 PROPOSED ELEVATION
- 0.00 MATCHING ELEVATIONS
- FLOW DIRECTION
- BASIN LIMIT
- PROPOSED PAVEMENT (ASPHALT AND CONCRETE)
- PROPOSED BUILDING

S-01

DITCH BOTTOM INLET TYPE C
(H-20 RATED)
W/ TYPE II SKIMMER (S)
INDEX No : 425-052, 443-002
EASTHING : 951696.2641
NORTHING : 839114.6961
RIM EL. = 13.40
FL EL. = 8.90 (S) (18" FD)
SUMP = 4.0'
BOTTOM EL. = 4.90

S-02

DITCH BOTTOM INLET TYPE C
(H-20 RATED)
W/ TYPE II SKIMMER (S)
INDEX No : 425-052, 443-002
EASTHING : 951748.4581
NORTHING : 838971.5670
RIM EL. = 13.40
FL EL. = 8.9 (S) (18" FD)
SUMP = 4.0'
BOTTOM EL. = 4.90

S-03

DITCH BOTTOM INLET TYPE C
(H-20 RATED)
W/ TYPE II SKIMMER (N)
INDEX No : 425-052, 443-002
EASTHING : 951696.2641
NORTHING : 839114.6961
RIM EL. = 13.40
FL EL. = 8.90 (N) (18" FD)
FL EL. = 12.15 (E) (4")
SUMP = 4.0'
BOTTOM EL. = 4.90

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SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

PROPOSED
DRAINAGE PLAN

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
1-24-2025	081588.000	AS SHOWN

Drawing No.:
D-02
Sheet 21 of 27

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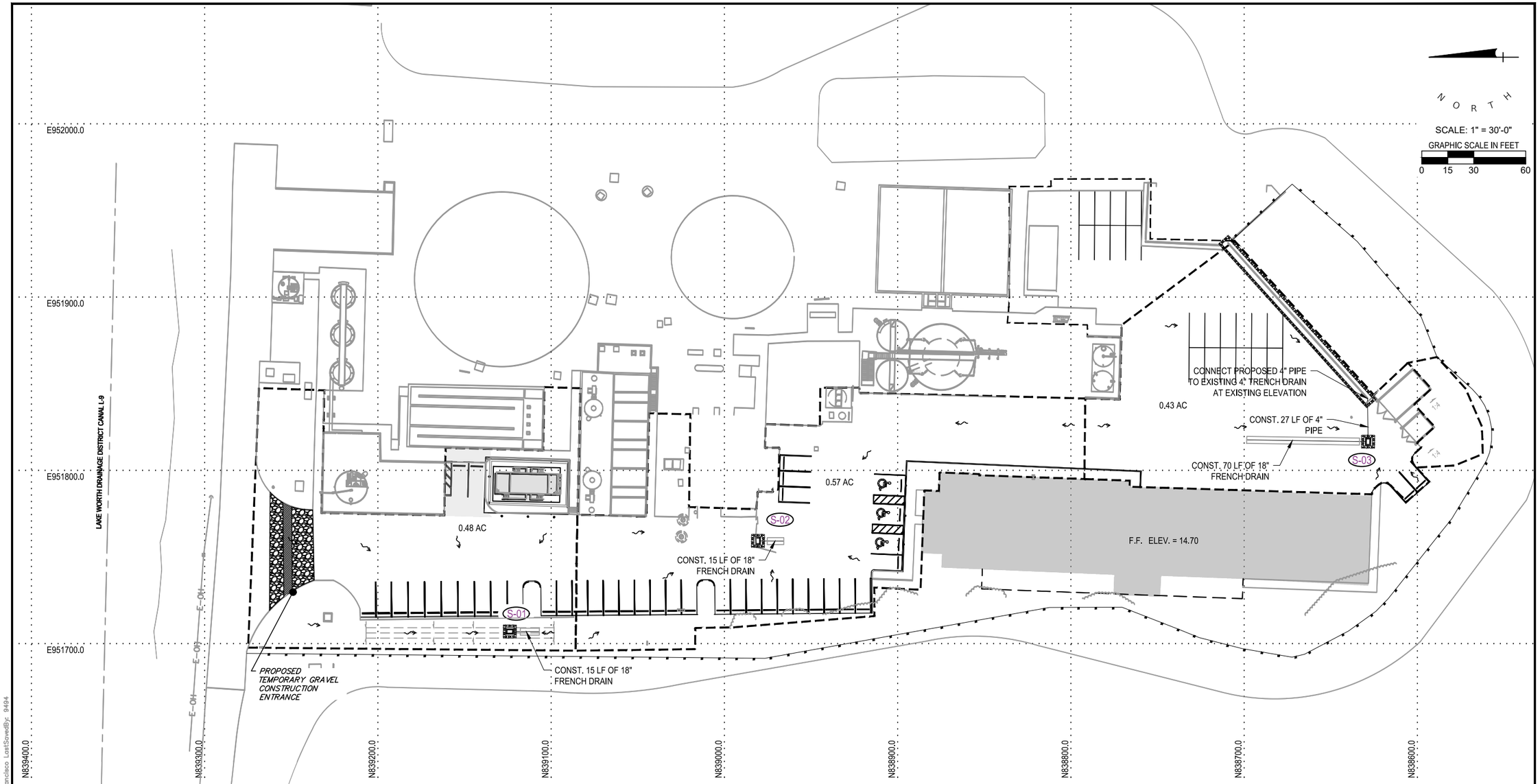

NOTES

1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCE, IN ACCORDANCE WITH THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL MANUAL, AROUND THE PERIMETER OF ALL EARTH DISTURBANCES. SILT FENCES SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION OF DISTURBED AREAS IS COMPLETED.
2. THE CONTRACTOR SHALL SEED AND MULCH OR SOD SWALES, PONDS, AND/OR GREEN AREAS IMMEDIATELY AFTER CONSTRUCTION OF THESE AREAS IS COMPLETED.
3. THE CONTRACTOR SHALL PROVIDE SILTATION REDUCTION DEVICES FOR THE DISCHARGE FROM ANY DEWATERING PROCESS SO THAT DIRECT DISCHARGE DOES NOT OCCUR.
4. THE CONTRACTOR SHALL CHECK ALL EROSION AND SILTATION CONTROL DEVICES WEEKLY AND/OR WITHIN 24 HOURS OF STORM EVENT THAT PRECIPITATES ½ INCH OR GREATER AND REPAIR OR REPLACE AS REQUIRED. SILT FENCES SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION OF DISTURBED AREAS IS COMPLETED.
5. THE REQUIREMENTS LISTED ON THIS DOCUMENT SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND THE CONTRACTOR SHALL USE WHATEVER METHODS DEEMED NECESSARY TO PREVENT EROSION AND SILTATION AS MAY BE REQUIRED FROM THE PROJECT, AND APPROVED BY THE AUTHORITIES HAVING JURISDICTION.
6. THE CONTRACTOR SHALL CONTROL ALL DUST ORIGINATING ON THIS PROJECT BY WATERING OR OTHER METHODS AS APPROVED BY THE OWNER AND THE ENGINEER OF RECORD.
7. ALL PRACTICABLE AND NECESSARY EFFORT, INCLUDING BUT NOT LIMITED TO THE USE OF STAKED HAY BALES OR STAKED SILT SCREEN BARRIERS, SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT MATERIALS TO SURFACE WATER CONVEYANCE DITCHES, INLETS, SURFACE DRAINS, WETLANDS AND LAKE AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATION EFFECTS THAT MAY BE REQUIRED TO MITIGATE EROSION OR SEDIMENTATION EFFECTS OCCURRING DURING THE WORK.
8. TEMPORARY SILTATION CONTROL BARRIERS (E.G. SILT FENCE) SHALL BE INSTALLED WHERE EARTH DISTURBANCES ARE WITHIN 100 FEET OF SURFACE WATER CONVEYANCE SYSTEMS AND WETLANDS
9. IT IS RECOMMENDED THAT THE CONTRACTOR MARK OUT THE LANDWARD SIDE OF THE WETLAND/BUFFERS TO PREVENT UNINTENTIONAL WETLAND BUFFER IMPACTS DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES AND DEVICES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH DAY.
11. ALL EROSION CONTROL DEVICES SHALL FOLLOW STANDARDS AND DETAILS IN THE CURRENT FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL MANUAL.
12. ON SLOPES OR DITCHES WHICH ARE TOO STEEP FOR THE USE OF GRASSING, SUITABLE EROSION PROTECTION SHALL BE PROVIDED BY DITCH OR SLOPE PAVEMENT, ADEQUATE FOR PERMANENT PROTECTION. IN NO CASE WILL ANY AREA WHICH IS SUBJECT TO DETRIMENTAL EROSION BE ACCEPTABLE UNLESS SUCH PROTECTION IS PROVIDED.
13. CONTRACTOR SHALL IMPLEMENT THE CONSTRUCTION ENTRANCE POLLUTION PREVENTION FEATURES WHEREVER AN ENTRANCE TO THE SITE IS UTILIZED FOR CONSTRUCTION.
14. THE CONTRACTOR SHALL PROTECT ALL PUBLIC AND PRIVATE PROPERTY DURING DEMOLITION ACTIVITIES. ANY PUBLIC AND PRIVATE PROPERTY DAMAGED (CURBING, SIDEWALK AND PAVEMENT) SHALL BE RESTORED TO ITS ORIGINAL CONDITIONS.

LEGEND

- STAKED SILT FENCE
- INLET PROTECTION SYSTEM
- FLOW DIRECTION
- BASIN LIMIT
- PROPOSED BUILDING

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BAR IS 1-INCH LONG AT FULL SCALE.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION 'ALTERED BY' FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

SITE PLAN AMENDMENT

No.	Submittal / Revision	Apv	By	Date

SOIL EROSION & SEDIMENT CONTROL PLAN

SITE PLAN AMENDMENT

Designed By:	Drawn By:	Checked By:
F.VASQUEZ	F.VASQUEZ	A.BARON
Issue Date:	Project No.:	Scale:
1-24-2025	081588.000	AS SHOWN

Drawing No.:
D-03
Sheet 2 of 27

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Exhibit 3 Soils Report

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Palm Beach County Area, Florida

November 7, 2024

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Palm Beach County Area, Florida
Survey Area Data: Version 21, Aug 22, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 10, 2022—May 1, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Arents-Urban land complex, 0 to 5 percent slopes	0.1	0.2%
5	Arents-Urban land complex, organic substratum	30.3	58.8%
6	Basinger fine sand, 0 to 2 percent slopes	7.5	14.5%
7	Basinger fine sand-Urban land complex, 0 to 2 percent slopes	4.9	9.5%
99	Water	8.7	17.0%
Totals for Area of Interest		**51.5**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Palm Beach County Area, Florida

4—Arents-Urban land complex, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: 1j7cp
Elevation: 0 to 50 feet
Mean annual precipitation: 48 to 56 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Arents and similar soils: 60 percent
Urban land: 35 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Arents

Setting

Landform: Rises on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Altered marine deposits

Typical profile

A - 0 to 4 inches: sand
C1 - 4 to 32 inches: sand
C2 - 32 to 72 inches: sand

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 24 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 2.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A
Ecological site: R156BY021FL - Mineral Isolated Marshes and Swamps
Forage suitability group: Forage suitability group not assigned (G156AC999FL)
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: No

Description of Urban Land

Setting

Landform: Marine terraces
Landform position (three-dimensional): Interfluve, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: No parent material

Interpretive groups

Land capability classification (irrigated): None specified
Ecological site: F156BY030FL - Wet Hardwood Forests
Forage suitability group: Forage suitability group not assigned (G156AC999FL)
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: Unranked

Minor Components

Basinger

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R156BY021FL - Mineral Isolated Marshes and Swamps
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: Yes

5—Arents-Urban land complex, organic substratum

Map Unit Setting

National map unit symbol: 1j7cq
Elevation: 0 to 50 feet
Mean annual precipitation: 48 to 56 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Arents, organic substratum, and similar soils: 55 percent
Urban land: 40 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Arents, Organic Substratum

Setting

Landform: Rises on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy dredge spoils over organic material over sandy marine deposits

Typical profile

A - 0 to 29 inches: sand
E - 29 to 38 inches: sand
Oa - 38 to 72 inches: muck
Cg - 72 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 24 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 8.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A
Ecological site: R156BY020FL - Histisol Isolated Marshes and Swamps
Forage suitability group: Forage suitability group not assigned (G156AC999FL)
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: No

Description of Urban Land

Setting

Landform: Marine terraces
Landform position (three-dimensional): Interfluve, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: No parent material

Interpretive groups

Land capability classification (irrigated): None specified
Ecological site: F156BY041FL - Sandy Over Loamy Pine Flatwoods and Hammocks
Forage suitability group: Forage suitability group not assigned (G156AC999FL)
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)

Hydric soil rating: Unranked

Minor Components

Immokalee

Percent of map unit: 5 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F156BY040FL - Sandy Pine Flatwoods and Hammocks
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: No

6—Basinger fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2svym
Elevation: 0 to 100 feet
Mean annual precipitation: 42 to 63 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Basinger and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Basinger

Setting

Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Parent material: Sandy marine deposits

Typical profile

Ag - 0 to 2 inches: fine sand
Eg - 2 to 18 inches: fine sand
Bh/E - 18 to 36 inches: fine sand
Cg - 36 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Negligible

Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Myakka

Percent of map unit: 6 percent
Landform: Drainageways on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Immokalee

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Riser, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Placid

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Pompano

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Felda

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Slough (R155XY011FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Anclote

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Convex, concave
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Hydric soil rating: Yes

7—Basinger fine sand-Urban land complex, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2x9fl
Elevation: 0 to 30 feet
Mean annual precipitation: 42 to 68 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Basinger and similar soils: 42 percent
Urban land: 36 percent
Minor components: 22 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Basinger

Setting

Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Parent material: Sandy marine deposits

Typical profile

Ag - 0 to 2 inches: fine sand
Eg - 2 to 18 inches: fine sand
Bh/E - 18 to 36 inches: fine sand
Cg - 36 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Description of Urban Land

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Riser, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: No parent material

Interpretive groups

Land capability classification (irrigated): None specified
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: Unranked

Minor Components

Myakka

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Immokalee

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Riser, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Placid

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Matlacha

Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

Jenada

Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Slough (R155XY011FL)

Hydric soil rating: Yes

Basinger

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: No

Felda

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Slough (R155XY011FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

99—Water

Map Unit Composition

Water: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Water

Interpretive groups

Land capability classification (irrigated): None specified
Ecological site: R156BY100FL - Subaqueous Freshwater Riverine Habitats
Forage suitability group: Forage suitability group not assigned (G156AC999FL)
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: Unranked

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Exhibit 4 Geotechnical Report

REPORT OF
GEOTECHNICAL EXPLORATION

PROPOSED UTILITIES EOC OPERATIONS BUILDING
MAIN WPT
360 DAVIS ROAD
PALM SPRINGS, FLORIDA

FOR

CHA SOLUTIONS
4700 RIVERSIDE DRIVE
SUITE 100
CORAL SPRINGS, FLORIDA 33067

PREPARED BY

NUTTING ENGINEERS OF FLORIDA, INC.
1310 NEPTUNE DRIVE
BOYNTON BEACH, FLORIDA 33426

ORDER NO. 20877.1

NOVEMBER 2024

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Engineering, Testing, & Inspection
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Offices throughout the state of Florida

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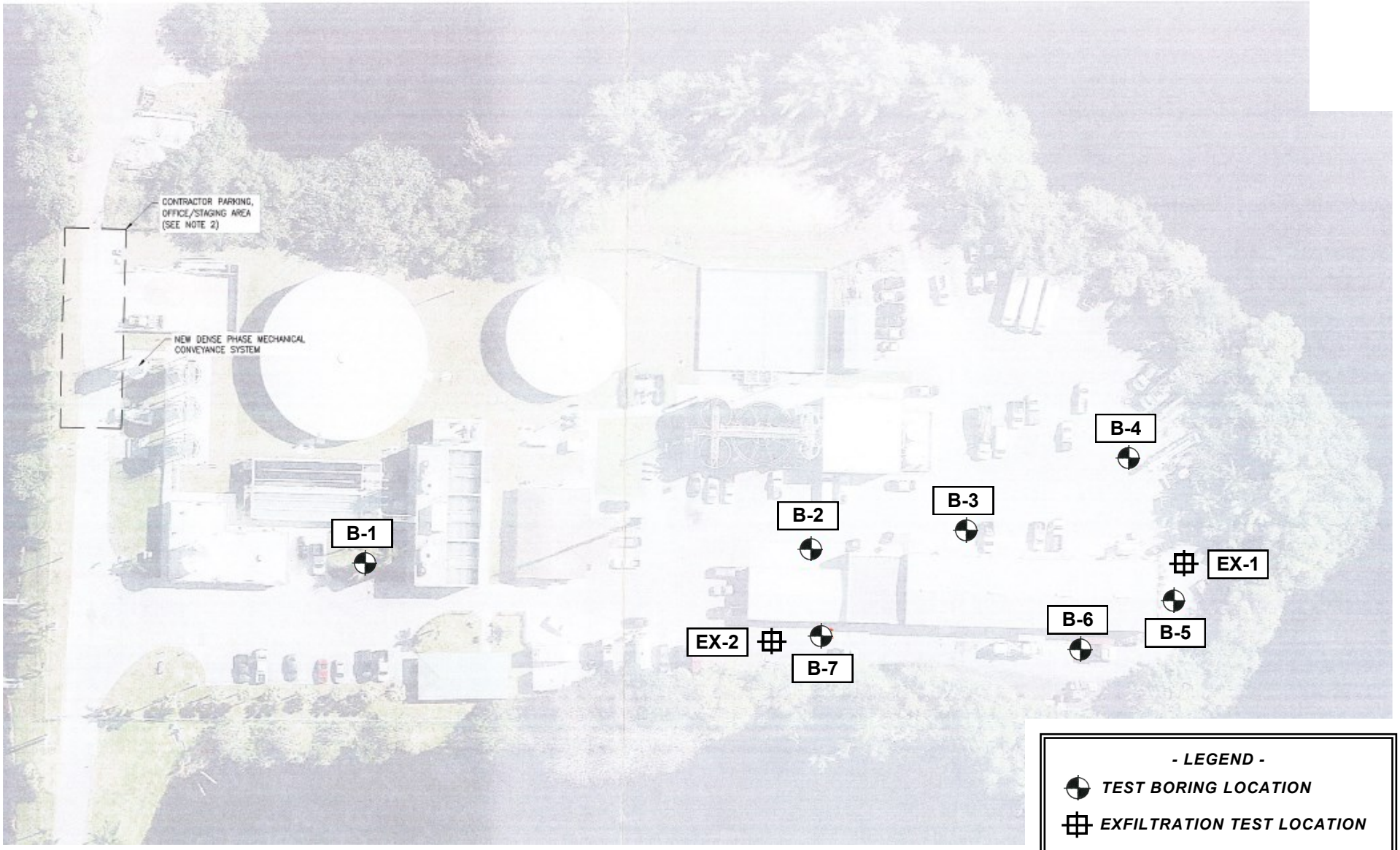
FIGURES

BORING LOCATION PLAN



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CHA Solutions
Utilities EOC Operations Building @ Main WTP
360 Davis Road
Palm Springs, Florida
PROJECT NO. 20877.2

APPROXIMATE TEST LOCATION PLAN

GEOTECHNICAL EXPLORATION
— ***Not to Scale*** —

FIG. 1

TEST BORING RECORDS

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BORING NUMBER B-1

PROJECT NUMBER 20877.2

CLIENT CHA Solutions

PROJECT NAME Utilities EOC Operations Building @ Main WTP

PROJECT LOCATION 360 Davis Road, Palm Springs, Florida

DATE STARTED 11/18/24 COMPLETED 11/18/24

SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring

GROUND WATER LEVELS:

LOGGED BY C. Stanley CHECKED BY C. Gworek

▽ AT TIME OF DRILLING 5.0 ft

APPROXIMATE LOCATION OF BORING **As located on Approximate Test Location Plan**

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		ASPHALT 3.5", basecourse 8"				
		Lt. brown fine SAND	AU 1			
			AU 2			
		Lt. gray fine SAND				
5		▽ Lt. brown fine SAND	SS 3	2-2-3-2	5	▲
			SS 4	1-1-2-2	3	▲
		Brown fine SAND				
		Lt. brown fine SAND	SS 5	2-2-2-2	4	▲
10			SS 6	2-3-3-3	6	▲
			SS 7	3-4-5-6	9	▲
15						
			SS 8	4-4-7-9	11	▲
20		Bottom of hole at 20.0 feet.				

TEST NUTTING BOREHOLE 1-20877.2 CHA SOLUTIONS - UTILITIES EPC OPERATIONS BUILDING MAIN WTP 360 DAVIS ROAD PALM SPRINGS.GPJ GINT US.GDT 11/19/24

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BORING NUMBER B-2

PROJECT NUMBER 20877.2

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PROJECT LOCATION 360 Davis Road, Palm Springs, Florida

DATE STARTED 11/18/24 COMPLETED 11/18/24 SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:

LOGGED BY C. Stanley CHECKED BY C. Gworek ▽ AT TIME OF DRILLING 4.8 ft

APPROXIMATE LOCATION OF BORING **As located on Approximate Test Location Plan**

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		ASPHALT 2.25", basecourse 8"				
		Brown to gray fine SAND	AU 1			
			AU 2			
		Gray fine SAND				
5		▽	SS 3	3-3-3-2	6	▲
		Brown fine SAND	SS 4	3-3-2-2	5	▲
			SS 5	2-2-3-3	5	▲
10			SS 6	2-3-3-3	6	▲
		Lt. brown fine SAND				
			SS 7	4-4-5-6	9	▲
15						
			SS 8	4-5-7-9	12	▲
20		Bottom of hole at 20.0 feet.				

TEST NUTTING BOREHOLE 1-20877.2 CHA SOLUTIONS - UTILITIES EPC OPERATIONS BUILDING MAIN WTP 360 DAVIS ROAD PALM SPRINGS.GPJ GINT US.GDT 11/19/24

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BORING NUMBER B-3

PROJECT NUMBER 20877.2

CLIENT CHA Solutions

PROJECT NAME Utilities EOC Operations Building @ Main WTP

PROJECT LOCATION 360 Davis Road, Palm Springs, Florida

DATE STARTED 11/18/24 COMPLETED 11/18/24

SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring

GROUND WATER LEVELS:

LOGGED BY C. Stanley CHECKED BY C. Gworek

▽ AT TIME OF DRILLING 4.6 ft

APPROXIMATE LOCATION OF BORING **As located on Approximate Test Location Plan**

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		ASPHALT 1.5", basecourse 8"	AU 1			
		Gray fine SAND	AU 2			
		Brown fine SAND				
5		▽	SS 3	2-1-1-2	2	▲
			SS 4	1-2-2-3	4	▲
			SS 5	2-3-3-3	6	▲
10		Lt. brown fine SAND	SS 6	3-3-4-4	7	▲
			SS 7	3-4-4-5	8	▲
15						
			SS 8	4-5-5-6	10	▲
20		Bottom of hole at 20.0 feet.				

TEST NUTTING BOREHOLE 1-20877.2 CHA SOLUTIONS - UTILITIES EPC OPERATIONS BUILDING MAIN WTP 360 DAVIS ROAD PALM SPRINGS.GPJ GINT US.GDT 11/19/24

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BORING NUMBER B-4

PROJECT NUMBER 20877.2

CLIENT CHA Solutions **PROJECT NAME** Utilities EOC Operations Building @ Main WTP

PROJECT LOCATION 360 Davis Road, Palm Springs, Florida

DATE STARTED 11/15/24 COMPLETED 11/15/24 SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:

LOGGED BY C. Stanley CHECKED BY C. Gworek ▽ AT TIME OF DRILLING 4.5 ft

APPROXIMATE LOCATION OF BORING **As located on Approximate Test Location Plan**

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		ASPHALT 1.5", basecourse 6"				
		Brown fine SAND, trace limestone fragments	AU 1			
		Gray fine SAND	AU 2			
5		▽	SS 3	2-3-3-2	6	▲
		Brown fine SAND	SS 4	2-2-2-2	4	▲
			SS 5	2-2-3-4	5	▲
10		Lt. brown fine SAND	SS 6	3-3-3-3	6	▲
			SS 7	3-3-3-4	6	▲
15						
			SS 8	5-6-7-7	13	▲
20		Bottom of hole at 20.0 feet.				

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BORING NUMBER B-5

PROJECT NUMBER 20877.2

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PROJECT NAME Utilities EOC Operations Building @ Main WTP

PROJECT LOCATION 360 Davis Road, Palm Springs, Florida

DATE STARTED 11/15/24 COMPLETED 11/15/24

SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring

GROUND WATER LEVELS:

LOGGED BY C. Stanley CHECKED BY C. Gworek

▽ AT TIME OF DRILLING 4.2 ft

APPROXIMATE LOCATION OF BORING **As located on Approximate Test Location Plan**

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		ASPHALT 2", basecourse 7"	AU 1			
		Brown to gray fine SAND, trace organics, trace root and limestone fragments				
		Gray fine SAND, some buried construction debris	AU 2			
5		Brown fibrous PEAT	SS 3	2-3-4-7	7	▲
		Lt. gray fine SAND	SS 4	4-7-8-7	15	▲
			SS 5	4-5-6-6	11	▲
10			SS 6	4-3-3-3	6	▲
		Brown fine SAND	SS 7	3-3-3-3	6	▲
15						
		Lt. brown fine SAND	SS 8	4-3-4-3	7	▲
20		Bottom of hole at 20.0 feet.				

TEST NUTTING BOREHOLE 1-20877.2 CHA SOLUTIONS - UTILITIES EPC OPERATIONS BUILDING MAIN WTP 360 DAVIS ROAD PALM SPRINGS.GPJ GINT US.GDT 11/19/24

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BORING NUMBER B-6

PROJECT NUMBER 20877.2

CLIENT CHA Solutions **PROJECT NAME** Utilities EOC Operations Building @ Main WTP

PROJECT LOCATION 360 Davis Road, Palm Springs, Florida

DATE STARTED 11/15/24 COMPLETED 11/15/24 SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:

LOGGED BY C. Stanley CHECKED BY C. Gworek ▽ AT TIME OF DRILLING 4.6 ft

APPROXIMATE LOCATION OF BORING **As located on Approximate Test Location Plan**

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		ASPHALT 2", basecourse 9"				
		Brown fine SAND	AU 1			
			AU 2			
		Dk. brown slightly sandy PEAT				
5		▽ Brown fibrous PEAT	SS 3	1-1-1-3	2	▲
		Lt. gray fine SAND	SS 4	5-6-7-7	13	▲
			SS 5	5-4-3-3	7	▲
10			SS 6	4-4-3-4	7	▲
		Lt. brown fine SAND				
		Brown fine SAND	SS 7	3-3-4-4	7	▲
15						
		Lt. brown fine SAND				
			SS 8	4-4-5-5	9	▲
20		Bottom of hole at 20.0 feet.				

TEST NUTTING BOREHOLE 1-20877.2 CHA SOLUTIONS - UTILITIES EPC OPERATIONS BUILDING MAIN WTP 360 DAVIS ROAD PALM SPRINGS.GPJ GINT US.GDT 11/19/24

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BORING NUMBER B-7

PROJECT NUMBER 20877.2

CLIENT CHA Solutions

PROJECT NAME Utilities EOC Operations Building @ Main WTP

PROJECT LOCATION 360 Davis Road, Palm Springs, Florida

DATE STARTED 11/15/24 COMPLETED 11/15/24

SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring

GROUND WATER LEVELS:

LOGGED BY C. Stanley CHECKED BY C. Gworek

▽ AT TIME OF DRILLING 4.2 ft

APPROXIMATE LOCATION OF BORING **As located on Approximate Test Location Plan**

DEPTH (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value
0	ASPHALT 2", basecourse 6"	AU 1		
	Brown fine SAND	AU 2		
	Dk. brown slightly sandy PEAT ▽			
5	Lt. gray fine SAND	SS 3	1-1-2-3	3
		SS 4	4-5-6-7	11
	Lt. brown fine SAND			
	Lt. tan fine SAND	SS 5	4-4-4-3	8
10		SS 6	3-3-4-4	7
		SS 7	2-3-5-5	8
15				
		SS 8	4-3-5-5	8
20	Bottom of hole at 20.0 feet.			

▲ SPT N VALUE ▲
10 20 30 40
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80

TEST NUTTING BOREHOLE 1-20877.2 CHA SOLUTIONS - UTILITIES EPC OPERATIONS BUILDING MAIN WTP 360 DAVIS ROAD PALM SPRINGS.GPJ GINT US.GDT 11/19/24

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EXFILTRATION TEST RESULTS

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Report of Exfiltration Test

Client:	CHA Solutions	Order No	20877.20
Project:	Utilities EOC Operations Building @ Main WTP	Report No	1
Location:	360 Davis Road	Date:	11/18/24
	Palm Springs, Florida		
Test:	Usual Open Hole Exfiltration Test		
Surface Elevation:	Approx. @ Road Crown	Water table from ground surface:	4.5'
Casing Diameter:	2"		
Tube Depth:	10'		

Hydraulic Conductivity (K) = 4.85×10^{-4} cfs/ft^{2}ft.head

EXFIL NO. 1

Sample Location: Approx. as located on Test Location Plan.

Material:

0-10"	ASPHALT 2", basecourse 8"
10"-3'	Brown fine SAND
3'-4'	Brown PEAT
4'-10'	Lt. brown fine SAND

One Minute Increment	Pump Rate in Gal/Min
1	4.0
2	4.0
3	4.0
4	4.0
5	4.0
6	4.0
7	4.0
8	4.0
9	4.0
10	4.0

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Report of Exfiltration Test

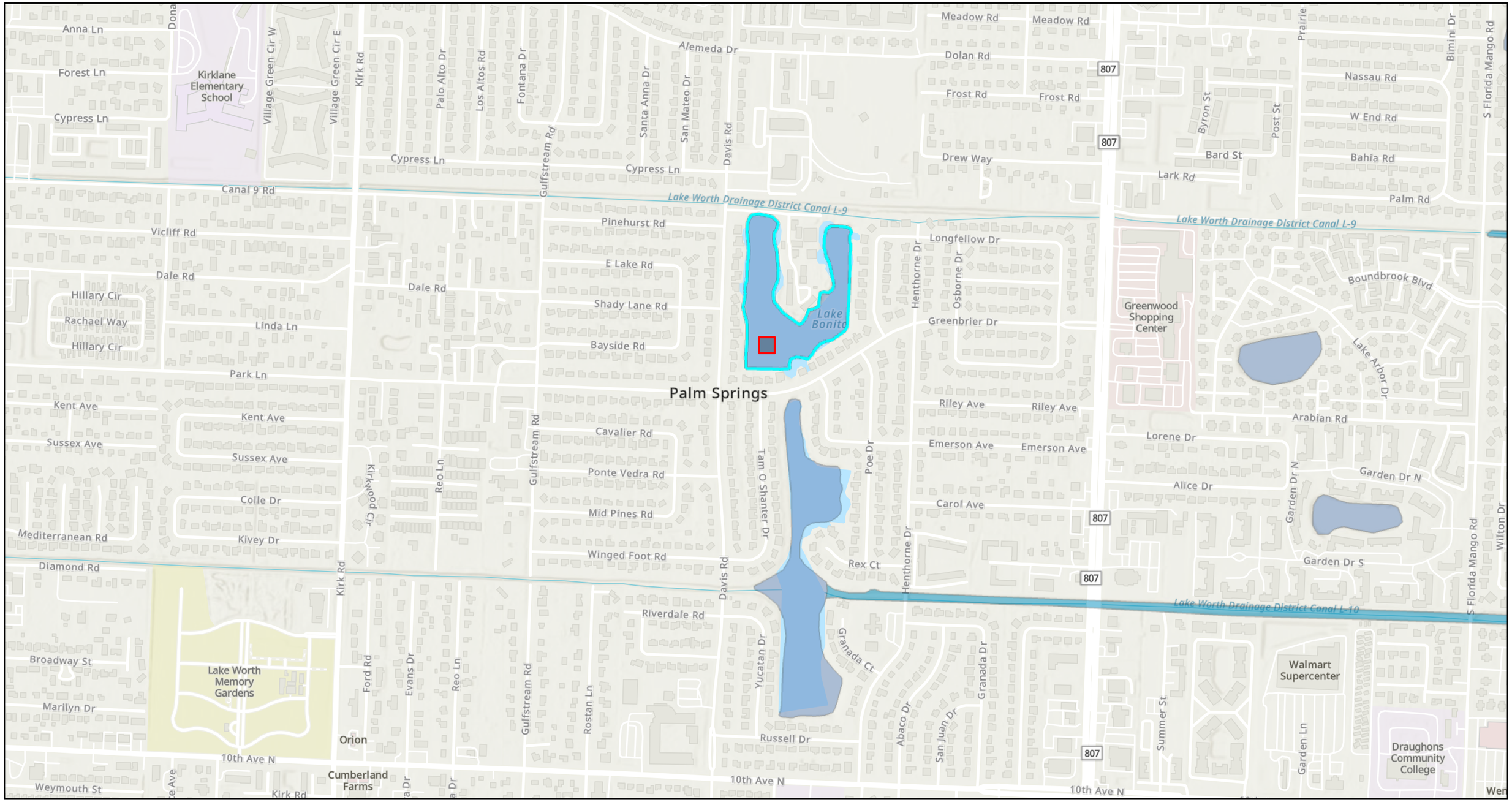
Client:	CHA Solutions	Order No	20877.20
Project:	Utilities EOC Operations Building @ Main WTP	Report No	2
Location:	360 Davis Road	Date:	11/18/24
	Palm Springs, Florida		
Test:	Usual Open Hole Exfiltration Test		
Surface Elevation:	Approx. @ Road Crown	Water table from ground surface:	4.2'
Casing Diameter:	2"		
Tube Depth:	10'		

Hydraulic Conductivity (K) = 5.69×10^{-4} cfs/ft^{2}ft.head

EXFIL NO. 2	One Minute Increment	Pump Rate in Gal/Min
	1	4.5
	2	4.5
Sample Location: Approx. as located on Test Location Plan.	3	4.5
	4	4.5
	5	4.5
Material: 0-9" ASPHALT 2", basecourse 9"	6	4.5
9"-2.5' Brown fine SAND	7	4.5
2.5'-6' Brown PEAT	8	4.5
6'-10' Gray fine SAND	9	4.5
	10	4.5

Exhibit 5 Wetlands Map

Standard Map



January 15, 2025

National Wetlands Inventory (areas)

- Freshwater Pond
- Riverine

1:9,028

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

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Exhibit 6 Floodplain

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded tenth-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations (BFEs) shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Transverse Mercator State Plane Florida East FIPS Zone 0901 Feet. The **horizontal datum** was NAD83 HARN, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242** or visit its website at http://www.ngs.noaa.gov/.

Base map information shown on this FIRM was provided in digital format by Palm Beach County. The original orthophotographic base imagery was provided in color with a one-foot pixel resolution at a scale of 1" = 200' from photography flown November 2010 - January 2011.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

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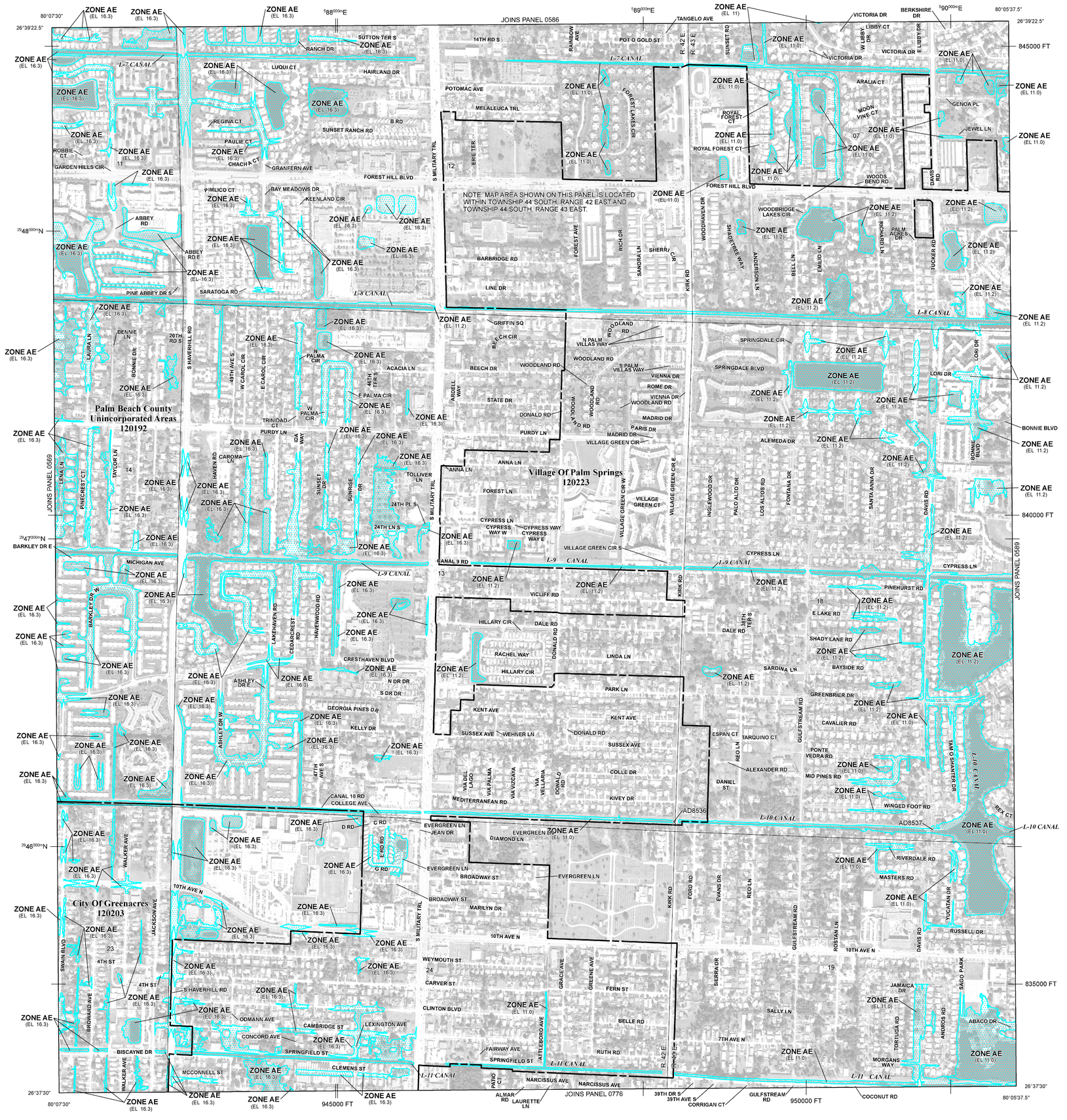
For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products or the National Flood Insurance Program in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Map Service Center website at http://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Map Service Center website or by calling the FEMA Map Information eXchange.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined.

ZONE AE Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

ZONE A99 Areas to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary
0.2% annual chance floodplain boundary
Floodway boundary
Zone D boundary
CBRS and OPA boundary
Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities
513 — Base Flood Elevation line and value; elevation in feet*
(EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*
* Referenced to the North American Vertical Datum of 1988
A — A — Cross section line
23 — 23 — Transect line
97°07'30", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
4275000mE — 1000-meter Universal Transverse Mercator grid ticks, zone 17
6000000 FT — 5000-foot grid values: Florida State Plane coordinate system, East Zone (FIPSZONE = 901), Transverse Mercator projection
DX5510X — Bench mark (see explanation in Notes to Users section of this FIRM panel)
M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories List on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
OCTOBER 5, 2017

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 250 500 750 1,000 FEET
150 0 150 300 METERS

NFIP NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0588F

FIRM

FLOOD INSURANCE RATE MAP

PALM BEACH COUNTY, FLORIDA AND INCORPORATED AREAS

PANEL 588 OF 1200

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENACRES, CITY OF	120203	0588	F
PALM BEACH COUNTY	120192	0588	F
PALM SPRINGS, VILLAGE OF	120223	0588	F

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

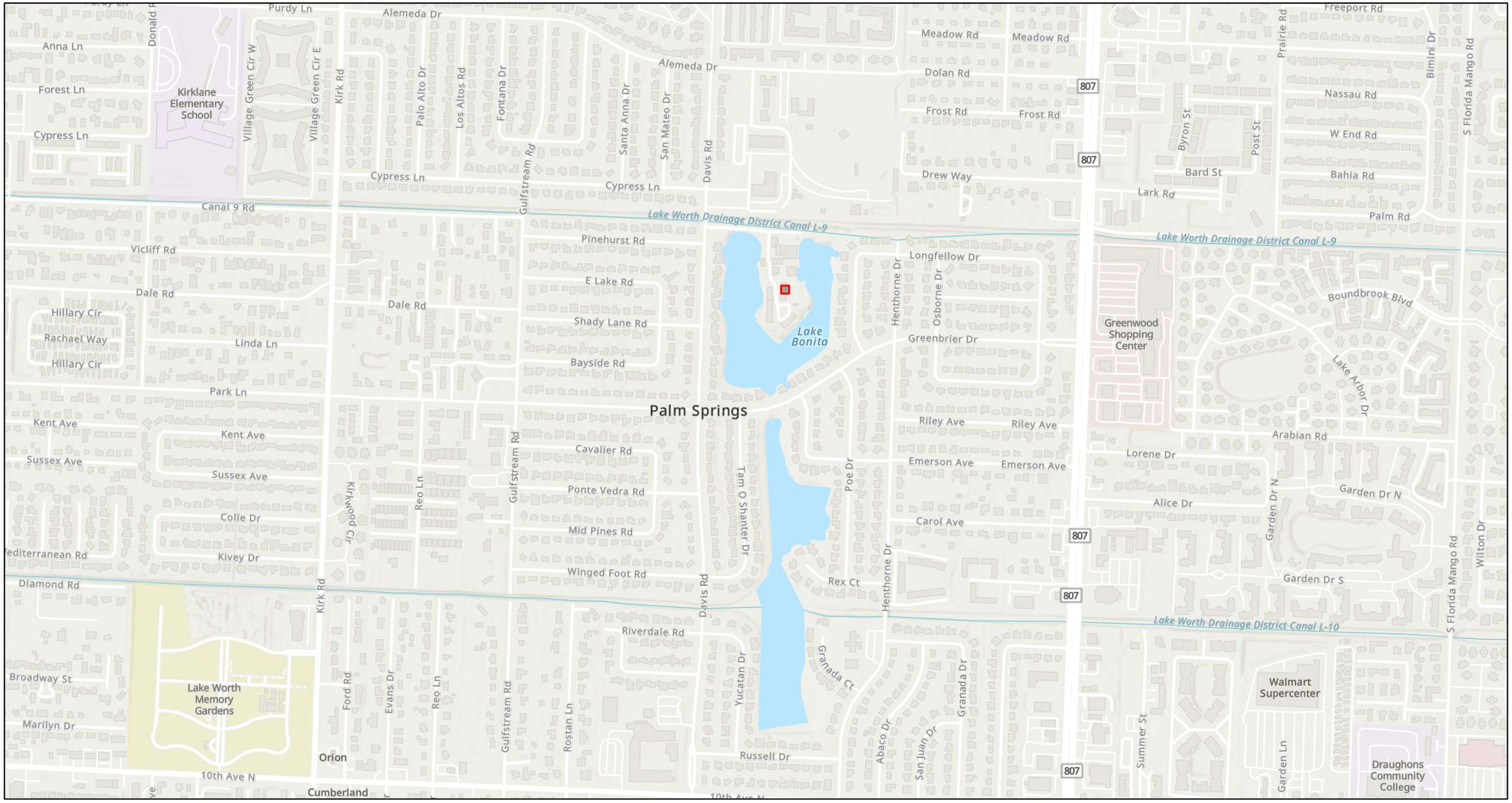
MAP NUMBER
12099C0588F

EFFECTIVE DATE
OCTOBER 5, 2017

Federal Emergency Management Agency

Exhibit 7 Contaminated Areas Map

Standard Map



January 15, 2025

1:9,028

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

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Map created by Map Direct, powered by ESRI.
Florida Department of Environmental Protection makes no warranty,expressed or implied,or assumes any legal liability or responsibility for the accuracy,completeness,or usefulness of any information,apparatus,product,or process disclosed,or represents that its use would not infringe privately owned rights.

APPENDIX A: Water Calculations

Quality
Quantity

NOAA Atlas 14, Volume 9, Version 2
Location name: Lake Worth, Florida, USA*
Latitude: 26.6385°, Longitude: -80.0948°
Elevation: 12 ft**
* source: ESRI Maps
** source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)[1]

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	**0.572** (0.455-0.720)	**0.661** (0.526-0.834)	**0.807** (0.640-1.02)	**0.928** (0.732-1.18)	**1.10** (0.837-1.44)	**1.22** (0.915-1.64)	**1.35** (0.980-1.87)	**1.48** (1.03-2.12)	**1.66** (1.11-2.46)	**1.79** (1.17-2.70)
10-min	**0.837** (0.667-1.06)	**0.968** (0.770-1.22)	**1.18** (0.937-1.50)	**1.36** (1.07-1.73)	**1.60** (1.22-2.12)	**1.79** (1.34-2.41)	**1.98** (1.44-2.74)	**2.17** (1.51-3.11)	**2.43** (1.63-3.60)	**2.62** (1.72-3.96)
15-min	**1.02** (0.813-1.29)	**1.18** (0.939-1.49)	**1.44** (1.14-1.82)	**1.66** (1.31-2.11)	**1.96** (1.49-2.58)	**2.19** (1.64-2.94)	**2.42** (1.75-3.35)	**2.65** (1.85-3.80)	**2.96** (1.99-4.38)	**3.19** (2.10-4.83)
30-min	**1.54** (1.23-1.94)	**1.79** (1.42-2.26)	**2.20** (1.74-2.78)	**2.53** (2.00-3.22)	**3.00** (2.29-3.96)	**3.36** (2.51-4.51)	**3.71** (2.69-5.14)	**4.07** (2.84-5.83)	**4.55** (3.06-6.74)	**4.91** (3.22-7.43)
60-min	**2.10** (1.67-2.65)	**2.44** (1.94-3.08)	**3.00** (2.38-3.80)	**3.47** (2.74-4.42)	**4.12** (3.14-5.44)	**4.62** (3.45-6.21)	**5.12** (3.71-7.10)	**5.63** (3.92-8.07)	**6.31** (4.24-9.36)	**6.83** (4.48-10.3)
2-hr	**2.66** (2.13-3.33)	**3.10** (2.48-3.88)	**3.81** (3.04-4.79)	**4.40** (3.50-5.57)	**5.23** (4.02-6.87)	**5.88** (4.42-7.86)	**6.53** (4.76-8.99)	**7.19** (5.05-10.2)	**8.08** (5.47-11.9)	**8.75** (5.78-13.2)
3-hr	**3.01** (2.42-3.75)	**3.51** (2.82-4.38)	**4.34** (3.47-5.44)	**5.04** (4.02-6.35)	**6.04** (4.67-7.92)	**6.82** (5.16-9.11)	**7.63** (5.59-10.5)	**8.46** (5.96-12.0)	**9.58** (6.52-14.1)	**10.4** (6.93-15.6)
6-hr	**3.55** (2.87-4.40)	**4.19** (3.39-5.20)	**5.30** (4.26-6.59)	**6.26** (5.02-7.84)	**7.68** (6.00-10.1)	**8.83** (6.74-11.8)	**10.0** (7.42-13.8)	**11.3** (8.06-16.1)	**13.1** (8.99-19.2)	**14.5** (9.70-21.6)
12-hr	**4.04** (3.28-4.97)	**4.85** (3.94-5.98)	**6.30** (5.10-7.79)	**7.62** (6.15-9.48)	**9.62** (7.60-12.7)	**11.3** (8.71-15.1)	**13.1** (9.78-18.0)	**15.0** (10.8-21.3)	**17.8** (12.3-26.1)	**20.0** (13.5-29.6)
24-hr	**4.63** (3.79-5.67)	**5.56** (4.55-6.81)	**7.28** (5.94-8.95)	**8.90** (7.21-11.0)	**11.4** (9.10-15.0)	**13.5** (10.5-18.0)	**15.9** (11.9-21.7)	**18.4** (13.4-26.0)	**22.1** (15.5-32.2)	**25.1** (17.0-36.9)
2-day	**5.52** (4.54-6.71)	**6.45** (5.31-7.85)	**8.23** (6.75-10.0)	**9.93** (8.10-12.2)	**12.6** (10.2-16.5)	**15.0** (11.7-19.8)	**17.5** (13.3-23.9)	**20.4** (14.9-28.7)	**24.5** (17.3-35.6)	**28.0** (19.1-40.8)
3-day	**6.20** (5.12-7.50)	**7.11** (5.87-8.61)	**8.86** (7.29-10.8)	**10.5** (8.64-12.9)	**13.2** (10.7-17.3)	**15.6** (12.3-20.6)	**18.2** (13.9-24.7)	**21.1** (15.5-29.6)	**25.4** (18.0-36.6)	**28.9** (19.8-41.9)
4-day	**6.78** (5.61-8.18)	**7.65** (6.33-9.24)	**9.34** (7.70-11.3)	**11.0** (9.03-13.4)	**13.7** (11.1-17.8)	**16.0** (12.6-21.1)	**18.6** (14.2-25.2)	**21.5** (15.9-30.1)	**25.8** (18.3-37.1)	**29.3** (20.2-42.5)
7-day	**8.16** (6.79-9.80)	**8.94** (7.43-10.7)	**10.5** (8.70-12.7)	**12.1** (9.95-14.6)	**14.6** (11.9-18.9)	**16.9** (13.5-22.1)	**19.5** (15.0-26.3)	**22.4** (16.6-31.2)	**26.7** (19.1-38.3)	**30.3** (21.0-43.7)
10-day	**9.24** (7.71-11.1)	**10.0** (8.38-12.0)	**11.7** (9.70-14.0)	**13.3** (11.0-16.0)	**15.9** (13.0-20.4)	**18.2** (14.5-23.7)	**20.8** (16.0-27.8)	**23.7** (17.6-32.8)	**28.0** (20.1-39.9)	**31.5** (21.9-45.3)
20-day	**12.0** (10.1-14.2)	**13.3** (11.1-15.8)	**15.6** (13.0-18.6)	**17.7** (14.7-21.2)	**20.8** (16.9-26.1)	**23.3** (18.6-29.8)	**26.1** (20.1-34.3)	**29.0** (21.6-39.5)	**33.1** (23.8-46.6)	**36.5** (25.5-52.0)
30-day	**14.4** (12.1-17.0)	**16.1** (13.6-19.1)	**19.0** (16.0-22.6)	**21.5** (18.0-25.7)	**25.1** (20.4-31.1)	**27.8** (22.2-35.2)	**30.7** (23.7-40.0)	**33.6** (25.1-45.3)	**37.6** (27.1-52.5)	**40.7** (28.6-57.9)
45-day	**17.7** (14.9-20.8)	**19.9** (16.8-23.4)	**23.4** (19.7-27.7)	**26.3** (22.1-31.3)	**30.3** (24.6-37.2)	**33.3** (26.5-41.7)	**36.2** (28.0-46.8)	**39.1** (29.2-52.3)	**43.0** (31.0-59.5)	**45.8** (32.4-64.8)
60-day	**20.7** (17.5-24.3)	**23.2** (19.6-27.3)	**27.1** (22.9-32.0)	**30.3** (25.4-35.9)	**34.5** (28.0-42.1)	**37.6** (30.0-46.8)	**40.6** (31.5-52.1)	**43.5** (32.5-57.8)	**47.2** (34.1-65.0)	**49.8** (35.3-70.3)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

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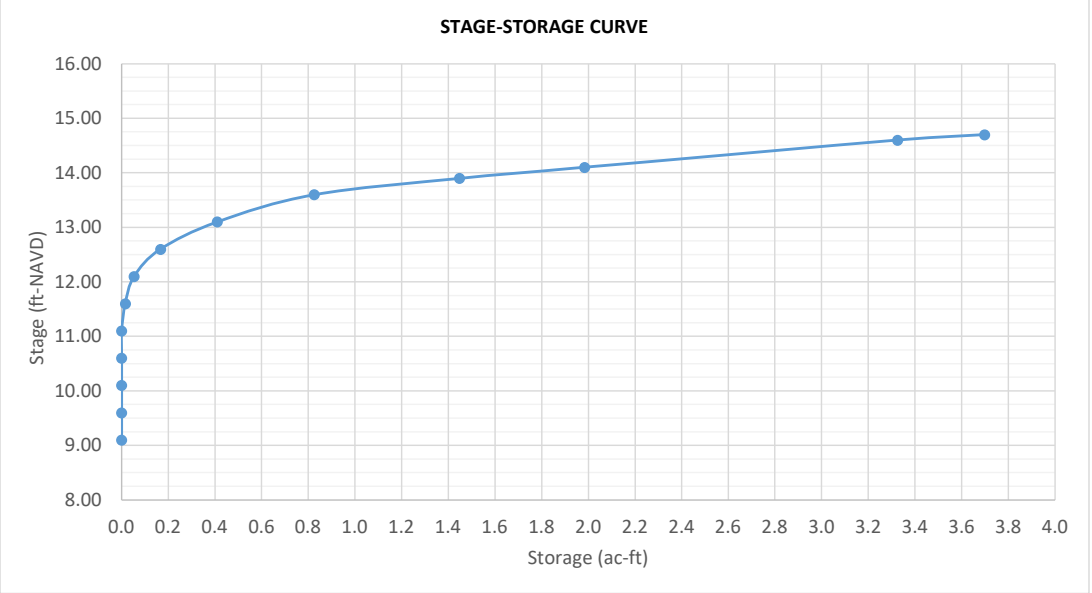
PF graphical

Made by: F.V.
Checked by: A.A

PRE - DEVELOPMENT SITE STORAGE CALCULATIONS

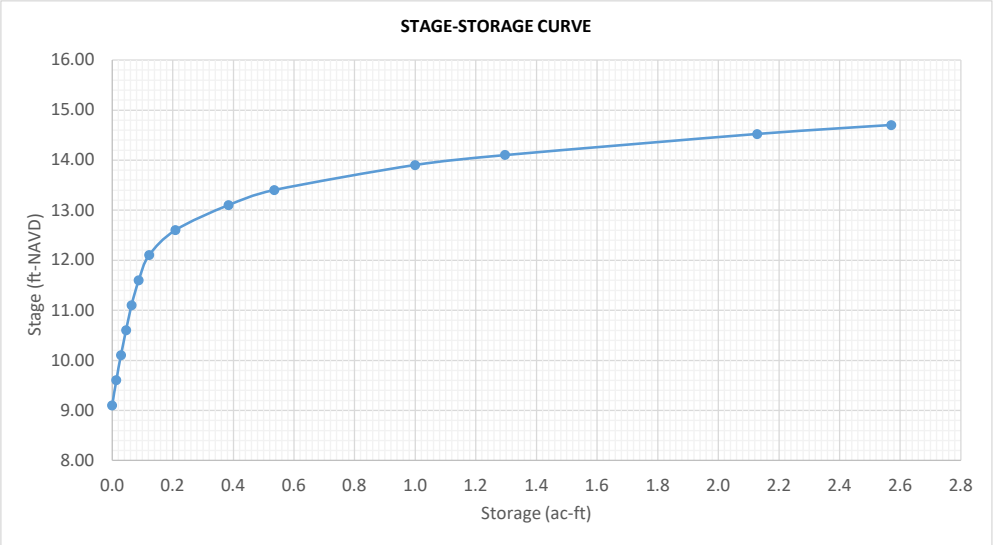
STAGE-STORAGE TABLE				
Area (ac)	1.500	0.860	0.23	Total Storage (ac-ft)
Start (ft-NAVD)	13.400	12.100	11.00	
Ends (ft-NAVD)	14.100	14.100	13.60	
Difference	0.700	2.000	2.600	
Stage (ft-NAVD)	Storage (ac-ft)			
	Parking	Buildings	Green Areas	
9.10	0.000	0.000	0.000	0.000
9.60	0.000	0.000	0.000	0.000
10.10	0.000	0.000	0.000	0.000
10.60	0.000	0.000	0.000	0.000
11.10	0.000	0.000	0.000	0.000
11.60	0.000	0.000	0.016	0.016
12.10	0.000	0.000	0.054	0.054
12.60	0.000	0.054	0.113	0.167
13.10	0.000	0.215	0.195	0.410
13.60	0.043	0.484	0.299	0.826
13.90	0.268	0.697	0.483	1.447
14.10	0.525	0.860	0.598	1.983
14.60	1.275	1.290	0.759	3.324
14.70	1.425	1.376	0.897	3.698



Made by: F.V.
Checked by: A.A

POST - DEVELOPMENT SITE STORAGE CALCULATIONS

STAGE-STORAGE TABLE					
Area (ac)	1.640	0.860	0.100	0.01	Total Storage (ac-ft)
Start (ft-NAVD)	13.400	12.100	11.000	9.100	
Ends (ft-NAVD)	14.700	14.700	13.600	13.400	
Difference	1.300	2.600	2.600	4.300	
Stage (ft-NAVD)	Storage (ac-ft)				
	Parking	Buildings	Green Areas	French Drain	
9.10	0.000	0.000	0.000	0.000	0.000
9.60	0.000	0.000	0.000	0.014	0.014
10.10	0.000	0.000	0.000	0.029	0.029
10.60	0.000	0.000	0.000	0.046	0.046
11.10	0.000	0.000	0.000	0.064	0.064
11.60	0.000	0.000	0.007	0.081	0.088
12.10	0.000	0.000	0.023	0.099	0.122
12.60	0.000	0.041	0.049	0.118	0.209
13.10	0.000	0.165	0.085	0.134	0.384
13.40	0.000	0.280	0.111	0.145	0.535
13.90	0.158	0.536	0.161	0.145	0.999
14.10	0.309	0.662	0.181	0.145	1.296
14.52	0.791	0.969	0.223	0.145	2.128
14.70	1.066	1.118	0.241	0.145	2.570



Made by: F.V.
Checked by: A.A.

Water Quality Treatment Calculations Basin B1

A. Area Breakdown

1. Total Area	0.08	ac
2. Impervious Area	0.08	ac
Buildings/ Roofs	0.00	ac
Road / Parking / Sidewalk	0.08	ac
3. Pervious Area	0.00	ac
Swales	0.00	ac
Landscaped/Green Areas	0.00	ac

1. Compute the First inch of runoff from the developed project
   = 1-in * total area * (1ft/12in)
   = 0.007 ac-ft for the first inch of runoff

2. Compute 2.5 inches times the percentage of imperviousness
   a. Site area for water quality pervious/impervious calculations only:
      = Total project - (water surface + roof)
      = 0.08 ac of site area for water quality pervious/impervious
   b. Impervious area for water quality pervious/impervious calculation only:
      = (site area for water quality pervious/impervious) - pervious
      = 0.08 ac if impervious area for water quality pervious/impervious
   c. Percentage of imperviousness for water quality:
      = (Impervious area for water quality/site area for water quality) 100%
      = 100.00 % impervious
   d. For 2.5 inches times the percentage impervious:
      = 2.5 X percent impervious
      = 2.500 inches to be treated
   e. Compute volume required for water quality detention:
      = Inches to be treated X (total site - Lake)
      = 0.017 ac-ft for the 2.5 inches times the percentage imperviousness

3. Since the 0.017 ac-ft for the 2.5 inches times the percentage imperviousness
   is greater than 0.007 ac-ft for the first inch of runoff
   Then 0.017 ac-ft
   0.200 ac-in of water quality treatment volume shall be provided

4. Treatment provided in drainage swales:
   0.000 ac-ft
   0.000 ac-in

5. Treatment provided in well structures (Miami-Dade County only):
   0.000 ac-ft
   0.000 ac-in

6. Then 0.017 ac-ft
   0.200 ac-in of water quality treatment volume shall be provided in French drains

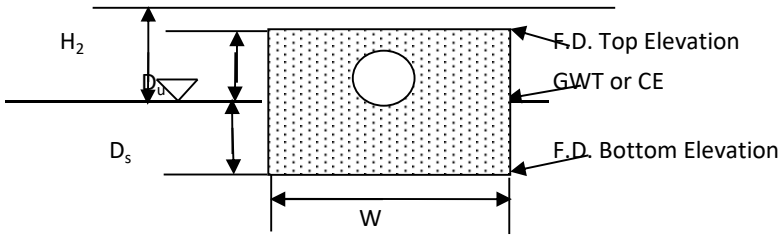
Made by:	F.V.	**Date:**	1/29/25
Checked by:	A.A.	**Time:**	9:00 PM

Determination of Length of French Drain based on SFWMD criteria Basin B1

Weir or Lowest Rim Elevation =	**13.40**	ft.NAVD	
F.D. Top Elevation =	**11.40**	ft.NAVD	
Basin Control Elevation or **GWT** =	**9.10**	ft.NAVD	
Bottom Elevation =	**3.40**	ft.NAVD	
Trench Width (W) =	**4.00**	feet.	
Hydraulic Conductivity (k) =	**5.27E-04**	cfs/sf-ft of head.	(Avg. of P 1, P-2 and P-3)
Safety Factor (FS) =	**2.00**		
% WQ Reduction =	**1.00**	No reduction when the pipe invert is below the GWT	
Hydraulic Head (H_2) =	**4.30**	ft	
Non-Saturated Trench Depth (D_u) =	**2.30**	ft	
Saturated Trench Depth (D_s) =	**5.70**	ft	
Req'd Treatment Volume (V_{wq}) =	**0.20**	ac-in	
Additional Volume (V_{add}) =	**0.00**	ac-in	

$L = FS[(\%WQ)(V_{wq})+V_{add}] / [k \times (H_2 \times W + 2 \times H_2 \times D_u - D_u^2 + 2 \times H_2 \times D_s) + (1.39 \times 10^{-4}) \times (W \times D_u)]$ for **$D_u > D_s$** or **$W < 2(Du+Ds)$**

$L = FS[(\%WQ)(V_{wq})+V_{add}] / [k \times (2 \times H_2 \times D_u - D_u^2 + 2 \times H_2 \times D_s) + (1.39 \times 10^{-4}) \times (W \times D_u)]$ for **$D_s > D_u$**



L Required for W.Q. Treatment = 11.51 feet

TOTAL LENGTH PROVIDED = 15.00 feet

Made by:	F.V.	**Date:**	1/29/25
Checked by:	A.A.	**Time:**	9:00 PM

Determination of Length of French Drain based on SFWMD criteria Basin B1

Stage - Storage Volume								
Elev.	**k**	**H2**	**W**	**Du**	**Ds**	**L**	**Vol.**	**Vol.**
	(cfs/sf-ft)	**(ft)**	**(ft)**	**(ft)**	**(ft)**	**(ft)**	**(Ac-in)**	**(Ac-ft)**
9.10	**5.27E-04**	**0.00**	**4.00**	**0.00**	**5.70**	**15.00**	**0.000**	**0.000**
9.35	5.27E-04	0.25	4.00	0.25	5.70	15.00	0.013	0.001
9.60	5.27E-04	0.50	4.00	0.50	5.70	15.00	0.026	0.002
9.85	5.27E-04	0.75	4.00	0.75	5.70	15.00	0.039	0.003
10.10	5.27E-04	1.00	4.00	1.00	5.70	15.00	0.053	0.004
10.35	5.27E-04	1.25	4.00	1.25	5.70	15.00	0.068	0.006
10.60	5.27E-04	1.50	4.00	1.50	5.70	15.00	0.083	0.007
10.85	5.27E-04	1.75	4.00	1.75	5.70	15.00	0.098	0.008
11.10	5.27E-04	2.00	4.00	2.00	5.70	15.00	0.114	0.010
11.35	5.27E-04	2.25	4.00	2.25	5.70	15.00	0.131	0.011
11.60	5.27E-04	2.50	4.00	2.30	5.70	15.00	0.147	0.012
11.85	5.27E-04	2.75	4.00	2.30	5.70	15.00	0.163	0.014
12.10	5.27E-04	3.00	4.00	2.30	5.70	15.00	0.178	0.015
12.35	5.27E-04	3.25	4.00	2.30	5.70	15.00	0.194	0.016
12.60	5.27E-04	3.50	4.00	2.30	5.70	15.00	0.210	0.018
12.85	5.27E-04	3.75	4.00	2.30	5.70	15.00	0.226	0.019
13.10	5.27E-04	4.00	4.00	2.30	5.70	15.00	0.242	0.020
13.40	5.27E-04	4.30	4.00	2.30	5.70	15.00	0.261	0.022
13.65	5.27E-04	4.55	4.00	2.30	5.70	15.00	0.276	0.023
13.90	5.27E-04	4.80	4.00	2.30	5.70	15.00	0.292	0.024
14.15	5.27E-04	5.05	4.00	2.30	5.70	15.00	0.308	0.026
14.40	5.27E-04	5.30	4.00	2.30	5.70	15.00	0.324	0.027
14.65	5.27E-04	5.55	4.00	2.30	5.70	15.00	0.340	0.028
14.90	5.27E-04	5.80	4.00	2.30	5.70	15.00	0.355	0.030
15.15	5.27E-04	6.05	4.00	2.30	5.70	15.00	0.371	0.031
15.40	5.27E-04	6.30	4.00	2.30	5.70	15.00	0.387	0.032
15.65	5.27E-04	6.55	4.00	2.30	5.70	15.00	0.403	0.034
15.90	5.27E-04	6.80	4.00	2.30	5.70	15.00	0.419	0.035
16.15	5.27E-04	7.05	4.00	2.30	5.70	15.00	0.435	0.036
16.40	5.27E-04	7.30	4.00	2.30	5.70	15.00	0.450	0.038

Made by: F.V.
Checked by: A.A.

Water Quality Treatment Calculations Basin B3

A. Area Breakdown

1. Total Area	**0.43**	ac
2. Impervious Area	**0.43**	ac
Buildings/ Roofs	0.00	ac
Road / Parking / Sidewalk	0.43	ac
3. Pervious Area	**0.00**	ac
Swales	0.00	ac
Landscaped/Green Areas	0.00	ac

1. Compute the First inch of runoff from the developed project
   = 1-in * total area * (1ft/12in)
   = **0.036** ac-ft for the first inch of runoff

2. Compute 2.5 inches times the percentage of imperviousness
   a. Site area for water quality pervious/impervious calculations only:
      = Total project - (water surface + roof)
      = **0.43** ac of site area for water quality pervious/impervious
   b. Impervious area for water quality pervious/impervious calculation only:
      = (site area for water quality pervious/impervious) - pervious
      = **0.43** ac if impervious area for water quality pervious/impervious
   c. Percentage of imperviousness for water quality:
      = (Impervious area for water quality/site area for water quality) 100%
      = **100.00** % impervious
   d. For 2.5 inches times the percentage impervious:
      = 2.5 X percent impervious
      = **2.500** inches to be treated
   e. Compute volume required for water quality detention:
      = Inches to be treated X (total site - Lake)
      = **0.090** ac-ft for the 2.5 inches times the percentage imperviousness

3. Since the **0.090** ac-ft for the 2.5 inches times the percentage imperviousness
is greater than **0.036** ac-ft for the first inch of runoff
Then **0.090** ac-ft
1.075 ac-in of water quality treatment volume shall be provided

4. Treatment provided in drainage swales:
0.000 ac-ft
0.000 ac-in

5. Treatment provided in well structures (Miami-Dade County only):
0.000 ac-ft
0.000 ac-in

6. Then **0.090** **ac-ft**
1.075 **ac-in** **of water quality treatment volume shall be provided in French drains**

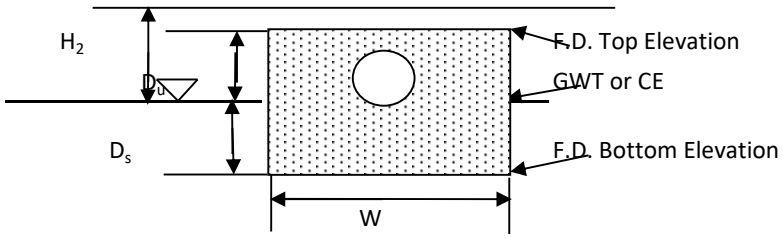
Made by:	F.V.	**Date:**	1/29/25
Checked by:	A.A.	**Time:**	9:00 PM

Determination of Length of French Drain based on SFWMD criteria Basin B3

Weir or Lowest Rim Elevation =	**13.40**	ft.NAVD	
F.D. Top Elevation =	**11.40**	ft.NAVD	
Basin Control Elevation or **GWT** =	**9.10**	ft.NAVD	
Bottom Elevation =	**3.40**	ft.NAVD	
Trench Width (W) =	**4.00**	feet.	
Hydraulic Conductivity (k) =	**5.27E-04**	cfs/sf-ft of head.	(Avg. of P 1, P-2 and P-3)
Safety Factor (FS) =	**2.00**		
% WQ Reduction =	**1.00**	No reduction when the pipe invert is below the GWT	
Hydraulic Head (H_2) =	**4.30**	ft	
Non-Saturated Trench Depth (D_u) =	**2.30**	ft	
Saturated Trench Depth (D_s) =	**5.70**	ft	
Req'd Treatment Volume (V_{wq}) =	**1.08**	ac-in	
Additional Volume (V_{add}) =	**0.00**	ac-in	

$L = FS[(\%WQ)(V_{wq})+V_{add}] / [k \times (H_2 \times W + 2 \times H_2 \times D_u - D_u^2 + 2 \times H_2 \times D_s) + (1.39 \times 10^{-4}) \times (W \times D_u)]$ for **$D_u > D_s$** or **$W < 2(Du+Ds)$**

$L = FS[(\%WQ)(V_{wq})+V_{add}] / [k \times (2 \times H_2 \times D_u - D_u^2 + 2 \times H_2 \times D_s) + (1.39 \times 10^{-4}) \times (W \times D_u)]$ for **$D_s > D_u$**



L Required for W.Q. Treatment = 61.87 feet

TOTAL LENGTH PROVIDED = 70.00 feet

Made by:	F.V.	**Date:**	1/29/25
Checked by:	A.A.	**Time:**	9:00 PM

Determination of Length of French Drain based on SFWMD criteria Basin B3

Stage - Storage Volume								
Elev.	**k**	**H2**	**W**	**Du**	**Ds**	**L**	**Vol.**	**Vol.**
	(cfs/sf-ft)	**(ft)**	**(ft)**	**(ft)**	**(ft)**	**(ft)**	**(Ac-in)**	**(Ac-ft)**
9.10	**5.27E-04**	**0.00**	**4.00**	**0.00**	**5.70**	**70.00**	**0.000**	**0.000**
9.35	5.27E-04	0.25	4.00	0.25	5.70	70.00	0.059	0.005
9.60	5.27E-04	0.50	4.00	0.50	5.70	70.00	0.119	0.010
9.85	5.27E-04	0.75	4.00	0.75	5.70	70.00	0.183	0.015
10.10	5.27E-04	1.00	4.00	1.00	5.70	70.00	0.248	0.021
10.35	5.27E-04	1.25	4.00	1.25	5.70	70.00	0.316	0.026
10.60	5.27E-04	1.50	4.00	1.50	5.70	70.00	0.386	0.032
10.85	5.27E-04	1.75	4.00	1.75	5.70	70.00	0.459	0.038
11.10	5.27E-04	2.00	4.00	2.00	5.70	70.00	0.533	0.044
11.35	5.27E-04	2.25	4.00	2.25	5.70	70.00	0.610	0.051
11.60	5.27E-04	2.50	4.00	2.30	5.70	70.00	0.685	0.057
11.85	5.27E-04	2.75	4.00	2.30	5.70	70.00	0.759	0.063
12.10	5.27E-04	3.00	4.00	2.30	5.70	70.00	0.833	0.069
12.35	5.27E-04	3.25	4.00	2.30	5.70	70.00	0.906	0.076
12.60	5.27E-04	3.50	4.00	2.30	5.70	70.00	0.980	0.082
12.80	5.27E-04	3.70	4.00	2.30	5.70	70.00	1.039	0.087
13.05	5.27E-04	3.95	4.00	2.30	5.70	70.00	1.113	0.093
13.40	5.27E-04	4.30	4.00	2.30	5.70	70.00	1.216	0.101
13.65	5.27E-04	4.55	4.00	2.30	5.70	70.00	1.290	0.107
13.90	5.27E-04	4.80	4.00	2.30	5.70	70.00	1.364	0.114
14.15	5.27E-04	5.05	4.00	2.30	5.70	70.00	1.438	0.120
14.40	5.27E-04	5.30	4.00	2.30	5.70	70.00	1.511	0.126
14.65	5.27E-04	5.55	4.00	2.30	5.70	70.00	1.585	0.132
14.90	5.27E-04	5.80	4.00	2.30	5.70	70.00	1.659	0.138
15.15	5.27E-04	6.05	4.00	2.30	5.70	70.00	1.733	0.144
15.40	5.27E-04	6.30	4.00	2.30	5.70	70.00	1.806	0.151
15.65	5.27E-04	6.55	4.00	2.30	5.70	70.00	1.880	0.157
15.90	5.27E-04	6.80	4.00	2.30	5.70	70.00	1.954	0.163
16.15	5.27E-04	7.05	4.00	2.30	5.70	70.00	2.028	0.169
16.40	5.27E-04	7.30	4.00	2.30	5.70	70.00	2.102	0.175

Designed by: F.V.
Checked by: A.A

BASIN 1 PRE-DEVELOPMENT SOIL STORAGE COMPUTATIONS

SCS Curve Number

1. The wet season water/control elevation and the control elevation **9.10** ft-NAVD
2. Average site finished grade

Land Use	Area A (ac)	Start Elev (ft-NAVD)	End Elev (ft-NAVD)	Avg Grade G (ft)	A X G
Road	0.350	13.96	14.19	14.08	4.93
Green Areas	0.180	13.20	13.96	13.58	2.44
Total	**0.53**	ac			7.37 ac-ft
Weighted Average Site Grade	**13.91**	ft-NAVD			

3. Average depth to water table will be
   = Average site grade - average water table/control elevation
   = **4.81** ft
4. Soil type **Depressional**
5. From the soil storage calculation sheet, inches of moisture stored under the pervious areas for this type of soil is: **5.10** inches
6. Compute available soil storage
   = Storage available X pervious area
   = **0.08** ac-ft available soil storage onsite
7. Convert available soil storage to site-wide moisture storage, S
   = Available soil storage onsite/site area
   = **1.73** inches of site-wide storage, S
8. SCS Curve Number, CN
   = 1000/(S+10)
   = **85** SCS Curve Number

Designed by: F.V.
Checked by: A.A

BASIN 2 PRE-DEVELOPMENT SOIL STORAGE COMPUTATIONS

SCS Curve Number

1. The wet season water/control elevation and the control elevation **9.10** ft-NAVD
2. Average site finished grade

Land Use	Area A (ac)	Start Elev (ft-NAVD)	End Elev (ft-NAVD)	Avg Grade G (ft)	A X G
Road	0.540	13.00	14.29	13.65	7.37
Green Areas	0.000	0.00	0.00	0.00	0.00
Total	**0.54**	ac			7.37 ac-ft
Weighted Average Site Grade	**13.65**	ft-NAVD			

3. Average depth to water table will be
   = Average site grade - average water table/control elevation
   = **4.55** ft
4. Soil type **Depressional**
5. From the soil storage calculation sheet, inches of moisture stored under the pervious areas for this type of soil is: **5.10** inches
6. Compute available soil storage
   = Storage available X pervious area
   = **0.00** ac-ft available soil storage onsite
7. Convert available soil storage to site-wide moisture storage, S
   = Available soil storage onsite/site area
   = **0.00** inches of site-wide storage, S
8. SCS Curve Number, CN
   = 1000/(S+10)
   = **100** SCS Curve Number

Designed by: F.V.
Checked by: A.A

BASIN 3 PRE-DEVELOPMENT SOIL STORAGE COMPUTATIONS

SCS Curve Number

1. The wet season water/control elevation and the control elevation **9.10** ft-NAVD
2. Average site finished grade

Land Use	Area A (ac)	Start Elev (ft-NAVD)	End Elev (ft-NAVD)	Avg Grade G (ft)	A X G
Road	0.430	10.51	13.70	12.11	5.21
Dry Pod	0.050	10.40	12.50	11.45	0.57
Total	**0.48**	ac			5.78 ac-ft
Weighted Average Site Grade	**12.04**	ft-NAVD			

3. Average depth to water table will be
   = Average site grade - average water table/control elevation
   = **2.94** ft
4. Soil type **Depressional**
5. From the soil storage calculation sheet, inches of moisture stored under the pervious areas for this type of soil is: **5.10** inches
6. Compute available soil storage
   = Storage available X pervious area
   = **0.02** ac-ft available soil storage onsite
7. Convert available soil storage to site-wide moisture storage, S
   = Available soil storage onsite/site area
   = **0.53** inches of site-wide storage, S
8. SCS Curve Number, CN
   = 1000/(S+10)
   = **95** SCS Curve Number

Designed by: F.V.
Checked by: A.A

BASIN 4 PRE-DEVELOPMENT SOIL STORAGE COMPUTATIONS

SCS Curve Number

1. The wet season water/control elevation and the control elevation **9.10** ft-NAVD
2. Average site finished grade

Land Use	Area A (ac)	Start Elev (ft-NAVD)	End Elev (ft-NAVD)	Avg Grade G (ft)	A X G
Road	0.180	13.60	14.17	13.89	2.50
Green Areas	0.000	0.00	0.00	0.00	0.00
Total	**0.18**	ac			2.50 ac-ft
Weighted Average Site Grade	**13.89**	ft-NAVD			

3. Average depth to water table will be
   = Average site grade - average water table/control elevation
   = **4.79** ft
4. Soil type **Depressional**
5. From the soil storage calculation sheet, inches of moisture stored under the pervious areas for this type of soil is: **5.10** inches
6. Compute available soil storage
   = Storage available X pervious area
   = **0.00** ac-ft available soil storage onsite
7. Convert available soil storage to site-wide moisture storage, S
   = Available soil storage onsite/site area
   = **0.00** inches of site-wide storage, S
8. SCS Curve Number, CN
   = 1000/(S+10)
   = **100** SCS Curve Number

Designed by: F.V.
Checked by: A.A

BASIN 1 POST-DEVELOPMENT SOIL STORAGE COMPUTATIONS

SCS Curve Number

1. The wet season water/control elevation and the control elevation **9.10** ft-NAVD
2. Average site finished grade

Land Use	Area A (ac)	Start Elev (ft-NAVD)	End Elev (ft-NAVD)	Avg Grade G (ft)	A X G
Road	0.380	13.96	14.19	14.08	5.35
Green Areas	0.100	13.10	13.96	13.53	1.35
Total	**0.48**	ac			6.70 ac-ft
Weighted Average Site Grade	**13.96**	ft-NAVD			

3. Average depth to water table will be
   = Average site grade - average water table/control elevation
   = **4.86** ft
4. Soil type **Depressional**
5. From the soil storage calculation sheet, inches of moisture stored under the pervious areas for this type of soil is: **5.10** inches
6. Compute available soil storage
   = Storage available X pervious area
   = **0.04** ac-ft available soil storage onsite
7. Convert available soil storage to site-wide moisture storage, S
   = Available soil storage onsite/site area
   = **1.06** inches of site-wide storage, S
8. SCS Curve Number, CN
   = 1000/(S+10)
   = **90** SCS Curve Number

Designed by: F.V.
Checked by: A.A

BASIN 2 POST-DEVELOPMENT SOIL STORAGE COMPUTATIONS

SCS Curve Number

1. The wet season water/control elevation and the control elevation **9.10** ft-NAVD
2. Average site finished grade

Land Use	Area A (ac)	Start Elev (ft-NAVD)	End Elev (ft-NAVD)	Avg Grade G (ft)	A X G
Road	0.570	13.10	14.70	13.90	7.92
Green Areas	0.000	0.00	0.00	0.00	0.00
Total	**0.57**	ac			7.92 ac-ft
Weighted Average Site Grade	**13.90**	ft-NAVD			

3. Average depth to water table will be
   = Average site grade - average water table/control elevation
   = **4.80** ft
4. Soil type **Depressional**
5. From the soil storage calculation sheet, inches of moisture stored under the pervious areas for this type of soil is: **5.10** inches
6. Compute available soil storage
   = Storage available X pervious area
   = **0.00** ac-ft available soil storage onsite
7. Convert available soil storage to site-wide moisture storage, S
   = Available soil storage onsite/site area
   = **0.00** inches of site-wide storage, S
8. SCS Curve Number, CN
   = 1000/(S+10)
   = **100** SCS Curve Number

Designed by: F.V.
Checked by: A.A

BASIN 3 POST-DEVELOPMENT SOIL STORAGE COMPUTATIONS

SCS Curve Number

1. The wet season water/control elevation and the control elevation **9.10** ft-NAVD
2. Average site finished grade

Land Use	Area A (ac)	Start Elev (ft-NAVD)	End Elev (ft-NAVD)	Avg Grade G (ft)	A X G
Road	0.430	12.80	14.70	13.75	5.91
Green Areas	0.000	0.00	0.00	0.00	0.00
Total	**0.43**	ac			5.91 ac-ft
Weighted Average Site Grade	**13.75**	ft-NAVD			

3. Average depth to water table will be
   = Average site grade - average water table/control elevation
   = **4.65** ft
4. Soil type **Depressional**
5. From the soil storage calculation sheet, inches of moisture stored under the pervious areas for this type of soil is: **5.10** inches
6. Compute available soil storage
   = Storage available X pervious area
   = **0.00** ac-ft available soil storage onsite
7. Convert available soil storage to site-wide moisture storage, S
   = Available soil storage onsite/site area
   = **0.00** inches of site-wide storage, S
8. SCS Curve Number, CN
   = 1000/(S+10)
   = **100** SCS Curve Number

Designed by: F.V.
Checked by: A.A

BASIN 3 POST-DEVELOPMENT SOIL STORAGE COMPUTATIONS

SCS Curve Number

1. The wet season water/control elevation and the control elevation **9.10** ft-NAVD
2. Average site finished grade

Land Use	Area A (ac)	Start Elev (ft-NAVD)	End Elev (ft-NAVD)	Avg Grade G (ft)	A X G
Road	0.180	13.60	14.17	13.89	2.50
Green Areas	0.000	0.00	0.00	0.00	0.00
Total	**0.18**	ac			2.50 ac-ft
Weighted Average Site Grade	**13.89**	ft-NAVD			

3. Average depth to water table will be
   = Average site grade - average water table/control elevation
   = **4.79** ft
4. Soil type **Depressional**
5. From the soil storage calculation sheet, inches of moisture stored under the pervious areas for this type of soil is: **5.10** inches
6. Compute available soil storage
   = Storage available X pervious area
   = **0.00** ac-ft available soil storage onsite
7. Convert available soil storage to site-wide moisture storage, S
   = Available soil storage onsite/site area
   = **0.00** inches of site-wide storage, S
8. SCS Curve Number, CN
   = 1000/(S+10)
   = **100** SCS Curve Number

APPENDIX B: Meeting Minutes

Vasquez, Francisco

From:	Baron-Ruiz, Angela
Sent:	Friday, January 17, 2025 6:36 PM
To:	Maldonado, David; Rocco, Antonella
Cc:	Rawal, Rishabh; Vasquez, Francisco; Bortz, Stephanie
Subject:	RE: [--EXTERNAL--]: Pre-Application Meeting: 26°38'19.73"N; 80° 5'41.94"W, Palm Beach, Village of Palm Spring

Good evening David,

Apologies for the delayed response, it's been a crazy week. Thank you and Antonella for your time on Wednesday and for the information provided. Below is a summary of our meeting, please let me know if you have any additions or revisions.

- CHA presented the scope of the improvements in the Village of Palm Springs Main Water Treatment plant site as follows:
    - It was noted that the scope consists of the demolition of the existing building and the construction of a new operations building in the same footprint as the existing.
    - The small building on the west side of the site will also be removed and the small grass areas identified during the meeting will be turned into impervious areas for parking.
- CHA inquired about FDEP's jurisdiction over the project limits and FDEP confirmed that they do have jurisdiction since it is a water treatment facility.
- CHA noted that the anticipated approach for the design of the drainage system is to provide water quality treatment and runoff attenuation only for the additional impervious areas since there will be no other improvements nor impacts to the site. A pre- vs. post-development analysis is to be performed.
- FDEP agreed with the approach to only provide water quality treatment and runoff attenuation for the additional impervious areas, and to evaluate the pre- vs post discharge.
- FDEP inquired about the presence of wetlands and about wetland impacts. CHA confirmed that there are no wetlands identified in the site.
- FDEP noted that Operation and Maintenance Plan is now part of the new requirements for the ERP application (information provided below).
- FDEP recommended that we reference the Applicants Handbook Volume 1, Section 12.4.
- CHA inquired whether the application shall be submitted through the online portal. FDEP noted that it should be emailed to SED_Permitting@dep.state.fl.us with copy to David. They also noted that Section A and Section E of the application shall be submitted.
- FDEP inquired about the timeline of submittal, CHA noted that the package will be submitted within 2-3 weeks.

With no further discussion the meeting was adjourned at 10:15 am.

Thank you very much again and have a great weekend.

Angela M. Baron-Ruiz, PE*, ENV SP
Project Manager | Senior Engineer
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*FL

Please note my email address has changed

Finding a better way.

From: Maldonado, David <David.Maldonado@FloridaDEP.gov>
Sent: Wednesday, January 15, 2025 10:23 AM
To: Rawal, Rishabh <RRawal@chasolutions.com>; Vasquez, Francisco <FVasquez@chasolutions.com>; Bortz, Stephanie <SBortz@chasolutions.com>; Baron-Ruiz, Angela <ABaron@chasolutions.com>
Cc: Rocco, Antonella <Antonella.Rocco@FloridaDEP.gov>
Subject: [--EXTERNAL--]: Pre-Application Meeting: 26°38'19.73"N; 80° 5'41.94"W, Palm Beach, Village of Palm Spring

Good afternoon,

Following our meeting today I am sending more information regarding the new stormwater rule.

On June 28, 2024, Governor Ron DeSantis signed Senate Bill 7040 into law, which updates Florida's stormwater rules and design criteria to protect the state's waterways. For detailed information, please visit ERP Stormwater Resource Center using the following link: https://floridadep.gov/water/engineering-hydrology-geology/content/erp-stormwater-resource-center.

According to the implementation timeline table posted in the ERP Stormwater Resource Center, following documents are required to obtain an Environmental Resource Permit for this project in addition to the previously requested information.

1. Please submit an Operation and Maintenance Plan which specifically identifies the activities required to ensure the stormwater management system's perpetual performance. The plan must be certified by a registered professional. *[Applicants Handbook, Volume I (Vol I), Section 12.4.1]*
2. Please provide a cost estimate for the perpetual operation and maintenance of the stormwater management system. *[Vol I, Section 12.3.5(a)]*
3. Please complete submit Form 62-330.301(26), "Certification of Financial Capability for Perpetual Operations and Maintenance Entities". *[Vol I, Section 12.3.5(b)]*

Please let me know if you have any additional questions.

Thank you

David Maldonado
Environmental Specialist III
Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
David.maldonado@FloridaDEP.gov
Office: 561.681.6665

Vasquez, Francisco

From: Baron-Ruiz, Angela
Sent: Thursday, November 14, 2024 11:46 AM
To: David Cowan
Cc: Vasquez, Francisco; Bortz, Stephanie
Subject: RE: [--EXTERNAL--]: Village of Palm Springs Operations Building at Main WTP- Drainage Coordination

Good morning David,

Thank you for taking the time to meet with me earlier today. Please see below summary of our meeting:

- CHA presented the scope of the improvements in the Village of Palm Springs Main Water Treatment plant site as follows:
    - It was noted that the scope consists of the demolition of the existing building and the construction of a new operations building in the same footprint as the existing.
    - The small building on the west side of the site will also be removed and the small grass areas identified during the meeting will be turned into impervious areas for parking.
- CHA noted that there are no permit records in the SFWMD or in the FDEP databases therefore it is unknown if there is existing water quality treatment in the area.
- Chen Moore mentioned that coordination with Lake Worth Drainage District (LWDD) will be necessary since the site is within their jurisdiction.
- Chen Moore also noted that LWDD may require a pre vs post development discharge analysis however CHA is responsible to find out actual requirements and for the coordination.
- The approach to only provide treatment and attenuation for the additional impervious area with exfiltration trench was brought up and will have to be coordinated with LWDD.
- Chen Moore noted that the C-51 basin has an allowable discharge rate and discharge requirements should also be coordinated with LWDD.
- Chen Moore also mentioned that CHA is responsible to find out who the agencies with jurisdiction are and needs to coordinate with them.
- Chen More noted that a preliminary drainage report could be submitted as part of the planning and zoning approval while the design is finalized for the next approvals.

Please let me know if anything needs to be revised or added.

Thanks again and have a great day.

Angela M. Baron-Ruiz, PE*, ENV SP
Project Manager | Senior Engineer
CHA
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www.chasolutions.com
*FL

Please note my email address has changed

Finding a better way.

-----Original Appointment-----
From: David Cowan <dcowan@chenmoore.com>
Sent: Monday, November 11, 2024 3:47 PM
To: David Cowan; Baron-Ruiz, Angela
Cc: Vasquez, Francisco; Bortz, Stephanie
Subject: [--EXTERNAL--]: Village of Palm Springs Operations Building at Main WTP- Drainage Coordination
When: Thursday, November 14, 2024 9:30 AM-10:30 AM (UTC-05:00) Eastern Time (US & Canada).
Where: Microsoft Teams Meeting

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 252 824 698 703

Passcode: 3SwfKg

Dial in by phone

+1 754-216-4564,,271688839# United States, Fort Lauderdale

Find a local number

Phone conference ID: 271 688 839#

For organizers: Meeting options | Reset dial-in PIN

David Cowan, Jr, PE, ENV SP
Senior Engineer - Civil
CMA West Palm Beach: 500 S Australian Ave, Suite 850 | West Palm Beach, FL 33401
direct: +1 (561) 537-4573 | **mobile:** +1 (561) 255-7494 | **office:** +1 (561) 746-6900
email: dcowan@chenmoore.com | **web:** www.chenmoore.com

APPENDIX C: Pre-Development Conditions ICPR Model Results

Simple Basin: B1

Scenario:	1
Node:	S-01
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.5300 ac
Curve Number:	85.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: B2

Scenario:	1
Node:	S-02
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.5400 ac
Curve Number:	100.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: B3

Scenario:	1
Node:	S-03
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs

Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.4800 ac
Curve Number:	92.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: B4

Scenario:	1
Node:	S-04
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.1800 ac
Curve Number:	100.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: OUTF

Scenario:	1
Type:	Time/Stage
Base Flow:	0.00 cfs
Initial Stage:	13.10 ft
Warning Stage:	999.00 ft
Boundary Stage:	GWT

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	13.10
0	0	0	96.0000	13.10

Comment:

Node: S-01

Scenario: 1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 13.10 ft
Warning Stage: 13.10 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
0.00	0.00	0
13.10	0.00	0
13.80	0.50	21780

Comment:

Node: S-02

Scenario: 1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 13.10 ft
Warning Stage: 13.10 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
0.00	0.00	0
13.10	0.00	0
13.80	0.50	21780

Comment:

Node: S-03

Scenario: 1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 9.50 ft
Warning Stage: 12.50 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
9.50	0.00	0
10.50	0.02	1045
11.50	0.06	2657
12.50	0.11	4922

Comment:

Node: S-04

Scenario: 1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 13.40 ft
Warning Stage: 13.40 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
0.00	0.00	0
13.40	0.00	0
14.40	0.50	21780

Comment:

Weir Link: S01_OUTF

Scenario: 1
From Node: S-01
To Node: OUTF
Link Count: 1
Flow Direction: Both
Damping: 0.0000 ft
Weir Type: Broad Crested Vertical
Geometry Type: Trapezoidal
Invert: 13.10 ft
Control Elevation: 13.10 ft
Max Depth: 2.00 ft
Extrapolation Method: Normal Projection
Bottom Width: 5.00 ft
Left Slope: 2.000 (h:v)
Right Slope: 2.000 (h:v)

Bottom Clip
Default: 0.00 ft
Op Table:
Ref Node:

Top Clip
Default: 0.00 ft
Op Table:
Ref Node:

Discharge Coefficients
Weir Default: 2.800
Weir Table:
Orifice Default: 0.600
Orifice Table:

Comment:

Weir Link: S02_OUTF

Scenario: 1
From Node: S-02
To Node: OUTF
Link Count: 1
Flow Direction: Both
Damping: 0.0000 ft
Weir Type: Broad Crested Vertical
Geometry Type: Trapezoidal
Invert: 13.10 ft
Control Elevation: 13.10 ft
Max Depth: 2.00 ft
Extrapolation Method: Normal Projection

Bottom Clip
Default: 0.00 ft
Op Table:
Ref Node:

Top Clip
Default: 0.00 ft
Op Table:
Ref Node:

Discharge Coefficients
Weir Default: 2.800
Weir Table:
Orifice Default: 0.600

Bottom Width:	5.00 ft
Left Slope:	2.000 (h:v)
Right Slope:	2.000 (h:v)

Orifice Table:

Comment:

Weir Link: S03_OUTF

Scenario:	1
From Node:	S-03
To Node:	OUTF
Link Count:	1
Flow Direction:	Both
Damping:	0.0000 ft
Weir Type:	Broad Crested Vertical
Geometry Type:	Trapezoidal
Invert:	13.10 ft
Control Elevation:	13.10 ft
Max Depth:	2.00 ft
Extrapolation Method:	Normal Projection
Bottom Width:	5.00 ft
Left Slope:	2.000 (h:v)
Right Slope:	2.000 (h:v)

Bottom Clip

Default:	0.00 ft
Op Table:	
Ref Node:	

Top Clip

Default:	0.00 ft
Op Table:	
Ref Node:	

Discharge Coefficients

Weir Default:	2.800
Weir Table:	
Orifice Default:	0.600
Orifice Table:	

Comment:

Weir Link: S04_OUTF

Scenario:	1
From Node:	S-04
To Node:	OUTF
Link Count:	1
Flow Direction:	Both
Damping:	0.0000 ft
Weir Type:	Broad Crested Vertical
Geometry Type:	Trapezoidal
Invert:	13.40 ft
Control Elevation:	13.40 ft
Max Depth:	2.00 ft
Extrapolation Method:	Normal Projection
Bottom Width:	5.00 ft
Left Slope:	2.000 (h:v)
Right Slope:	2.000 (h:v)

Bottom Clip

Default:	0.00 ft
Op Table:	
Ref Node:	

Top Clip

Default:	0.00 ft
Op Table:	
Ref Node:	

Discharge Coefficients

Weir Default:	2.800
Weir Table:	
Orifice Default:	0.600
Orifice Table:	

Comment:

Simulation: 25YR-72HR

Scenario: 1
Run Date/Time: 4/11/2025 9:13:58 AM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	144.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		10.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000
0	0	0	48.0000	15.0000
0	0	0	56.0000	5.0000
0	0	0	64.0000	1.0000
0	0	0	72.0000	5.0000
0	0	0	92.0000	5.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000
0	0	0	48.0000	15.0000
0	0	0	56.0000	5.0000
0	0	0	64.0000	1.0000
0	0	0	72.0000	5.0000
0	0	0	92.0000	5.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder: Rainfall

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set: 25YR-72HR
Extern Hydrograph Set:
Curve Number Set: CN
Green-Ampt Set:
Vertical Layers Set:

Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0001 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft		
Link Optimizer Tol:	0.0000 ft	Rainfall Name:	Sfwmd72
		Rainfall Amount:	13.20 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: 5YR-1HR

Scenario: 1
Run Date/Time: 1/20/2025 9:02:34 AM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	144.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		10.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000
0	0	0	48.0000	15.0000

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	56.0000	5.0000
0	0	0	64.0000	1.0000
0	0	0	72.0000	5.0000
0	0	0	92.0000	5.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000
0	0	0	48.0000	15.0000
0	0	0	56.0000	5.0000
0	0	0	64.0000	1.0000
0	0	0	72.0000	5.0000
0	0	0	92.0000	5.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder: Rainfall

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set: 25YR-72HR
Extern Hydrograph Set:
Curve Number Set: CN
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0001 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0000 ft
Edge Length Option: Automatic

IA Recovery Time: 24.0000 hr
Smp/Man Basin Rain Opt: Global
Rainfall Name: Sfwmd72
Rainfall Amount: 3.00 in
Storm Duration: 1.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Simple Basin Runoff Summary [1]

Basin Name	Sim Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]	Equivalent Curve Number	% Imperv	% DCIA
B1	25YR-72HR	3.00	60.0167	13.20	11.28	0.5300	85.0	0.00	0.00
B2	25YR-72HR	3.15	60.0167	13.20	13.18	0.5400	100.0	0.00	0.00
B3	25YR-72HR	2.78	60.0167	13.20	12.20	0.4800	92.0	0.00	0.00
B4	25YR-72HR	1.05	60.0167	13.20	13.18	0.1800	100.0	0.00	0.00

Node Max Conditions [1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
OUTF	25YR-72HR	999.00	9.10	0.0000	6.22	0.00	0
S-01	25YR-72HR	13.10	13.32	0.0001	3.00	1.59	25515
S-02	25YR-72HR	13.10	13.33	0.0001	3.15	1.69	25911
S-03	25YR-72HR	12.50	13.41	0.0001	2.78	2.72	2592
S-04	25YR-72HR	13.40	13.52	0.0001	1.05	0.62	13559

Link Min/Max Conditions [1]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Max Avg Velocity [fps]
S01_OUTF	25YR-72HR	1.59	0.00	0.00	1.30	1.30	1.30
S02_OUTF	25YR-72HR	1.69	0.00	0.00	1.33	1.33	1.33
S03_OUTF	25YR-72HR	2.72	0.00	0.00	1.54	1.54	1.54
S04_OUTF	25YR-72HR	0.62	0.00	0.00	0.97	0.97	0.97

APPENDIX D: Post-Development Conditions ICPR Model Results

Simple Basin: B1

Scenario:	1
Node:	S-01
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.4800 ac
Curve Number:	92.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: B2

Scenario:	1
Node:	S-02
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.5700 ac
Curve Number:	100.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: B3

Scenario:	1
Node:	S-03
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs

Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.4300 ac
Curve Number:	100.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: B4

Scenario:	1
Node:	S-04
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	9999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.1800 ac
Curve Number:	100.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: EXF

Scenario:	1
Type:	Time/Stage
Base Flow:	0.00 cfs
Initial Stage:	9.10 ft
Warning Stage:	99.00 ft
Boundary Stage:	GWT

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	9.10
0	0	0	96.0000	9.10

Comment:

Node: OUT

Scenario: 1
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 9.10 ft
Warning Stage: 99.00 ft
Boundary Stage: GWT

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	13.60
0	0	0	96.0000	13.60

Comment:

Node: S-01

Scenario: 1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 9.10 ft
Warning Stage: 13.40 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
0.00	0.00	12
13.40	0.00	12
14.40	0.50	21780

Comment:

Node: S-02

Scenario: 1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 9.10 ft
Warning Stage: 13.40 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
0.00	0.00	12
13.40	0.00	12
14.40	0.50	21780

Comment:

Node: S-03

Scenario: 1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 9.10 ft
Warning Stage: 13.40 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
0.00	0.00	12
13.40	0.00	12
14.40	0.50	21780

Comment:

Node: S-04

Scenario: 1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 13.40 ft
Warning Stage: 13.40 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
0.00	0.00	0
13.40	0.00	0
14.40	0.50	21780

Comment:

Rating Curve Link: S-01_EXF

Scenario: 1
From Node: S-01
To Node: EXF
Link Count: 1
Flow Direction: Both

Table	Elev On [ft]	Elev On Node	Elev Off [ft]	Elev Off Node
E-OPT_11	8.90	S-01	8.90	S-01

Comment:

Rating Curve Link: S-02_EXF

Scenario: 1
From Node: S-02

To Node: EXF
Link Count: 1
Flow Direction: Both

Table	Elev On [ft]	Elev On Node	Elev Off [ft]	Elev Off Node
E-OPT_11	8.90	S-02	8.90	S-02

Comment:

Rating Curve Link: S-03_EXF

Scenario: 1
From Node: S-03
To Node: EXF
Link Count: 1
Flow Direction: Both

Table	Elev On [ft]	Elev On Node	Elev Off [ft]	Elev Off Node
E-OPT_66_I3	8.90	S-03	8.90	S-03

Comment:

Weir Link: S04_OUT

Scenario: 1
From Node: S-04
To Node: OUT
Link Count: 1
Flow Direction: Both
Damping: 0.0000 ft
Weir Type: Broad Crested Vertical
Geometry Type: Trapezoidal
Invert: 13.40 ft
Control Elevation: 13.40 ft
Max Depth: 2.00 ft
Extrapolation Method: Normal Projection
Bottom Width: 5.00 ft
Left Slope: 2.000 (h:v)
Right Slope: 2.000 (h:v)

Bottom Clip

Default: 0.00 ft
Op Table:
Ref Node:

Top Clip

Default: 0.00 ft
Op Table:
Ref Node:

Discharge Coefficients

Weir Default: 2.800
Weir Table:
Orifice Default: 0.600
Orifice Table:

Comment:

Simulation: 25YR-72HR

Scenario: 1
Run Date/Time: 4/11/2025 9:30:08 AM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	144.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		10.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000
0	0	0	48.0000	15.0000
0	0	0	56.0000	5.0000
0	0	0	64.0000	1.0000
0	0	0	72.0000	5.0000
0	0	0	92.0000	5.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000
0	0	0	48.0000	15.0000
0	0	0	56.0000	5.0000
0	0	0	64.0000	1.0000
0	0	0	72.0000	5.0000
0	0	0	92.0000	5.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder: Rainfall

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set: 25YR-72HR
Extern Hydrograph Set:
Curve Number Set: CN
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0001 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft		
Link Optimizer Tol:	0.0000 ft	Rainfall Name:	Sfwmd72
		Rainfall Amount:	13.20 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: 5YR-1HR

Scenario: 1
Run Date/Time: 1/20/2025 9:02:34 AM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	144.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		10.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000
0	0	0	48.0000	15.0000
0	0	0	56.0000	5.0000
0	0	0	64.0000	1.0000
0	0	0	72.0000	5.0000
0	0	0	92.0000	5.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000
0	0	0	48.0000	15.0000
0	0	0	56.0000	5.0000
0	0	0	64.0000	1.0000
0	0	0	72.0000	5.0000
0	0	0	92.0000	5.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder: Rainfall

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set: 25YR-72HR
Extern Hydrograph Set:
Curve Number Set: CN
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0001 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0000 ft
Edge Length Option: Automatic

IA Recovery Time: 24.0000 hr
Smp/Man Basin Rain Opt: Global
Rainfall Name: Sfwmd72
Rainfall Amount: 3.00 in
Storm Duration: 1.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Simple Basin Runoff Summary [1]

Basin Name	Sim Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]	Equivalent Curve Number	% Imperv	% DCIA
B1	25YR-72HR	2.78	60.0167	13.20	12.20	0.4800	92.0	0.00	0.00
B2	25YR-72HR	3.33	60.0167	13.20	13.18	0.5700	100.0	0.00	0.00
B3	25YR-72HR	2.51	60.0167	13.20	13.18	0.4300	100.0	0.00	0.00
B4	25YR-72HR	1.05	60.0167	13.20	13.18	0.1800	100.0	0.00	0.00

Node Max Conditions [1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
EXF	25YR-72HR	99.00	9.10	0.0000	0.95	0.00	0
OUT	25YR-72HR	99.00	9.10	0.0000	0.62	0.00	0
S-01	25YR-72HR	13.40	11.24	-0.0001	2.78	0.17	7370
S-02	25YR-72HR	13.40	11.59	0.0001	3.33	0.20	7939
S-03	25YR-72HR	13.40	10.35	-0.0001	2.51	0.60	5934
S-04	25YR-72HR	13.40	13.52	0.0000	1.05	0.62	13559

Link Min/Max Conditions [1]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Max Avg Velocity [fps]
S-01_EXF	25YR-72HR	0.17	0.00	0.00	0.00	0.00	0.00
S-02_EXF	25YR-72HR	0.20	0.00	0.00	0.00	0.00	0.00
S-03_EXF	25YR-72HR	0.60	0.00	0.00	0.00	0.00	0.00
S04_OUT	25YR-72HR	0.62	0.00	0.00	0.97	0.97	0.97

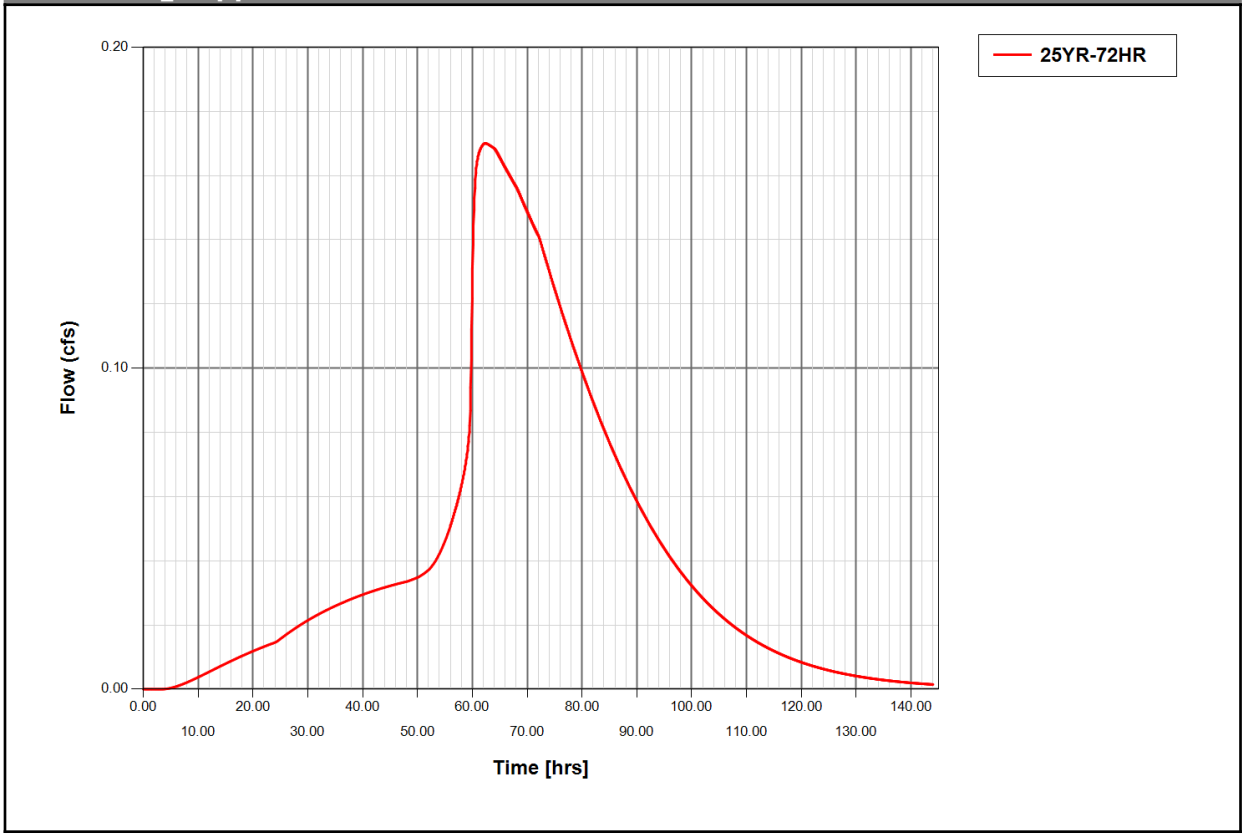
Link Min/Max Conditions [1]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Max Avg Velocity [fps]
S-01_EXF	25YR-72HR	0.17	0.00	0.00	0.00	0.00	0.00
S-02_EXF	25YR-72HR	0.20	0.00	0.00	0.00	0.00	0.00
S-03_EXF	25YR-72HR	0.60	0.00	0.00	0.00	0.00	0.00
S04_OUT	25YR-72HR	0.62	0.00	0.00	0.97	0.97	0.97

Link Min/Max Conditions with Times [1]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Time to Max Flow [hrs]	Time to Min Flow [hrs]	Time to Min/Max Delta Flow [hrs]	Time to Max Us Velocity [hrs]	Time to Max Ds Velocity [hrs]
S-01_EXF	25YR-72HR	0.17	0.00	0.00	0.00	0.00	62.4032	0.0000	68.7446	0.0000	0.0000

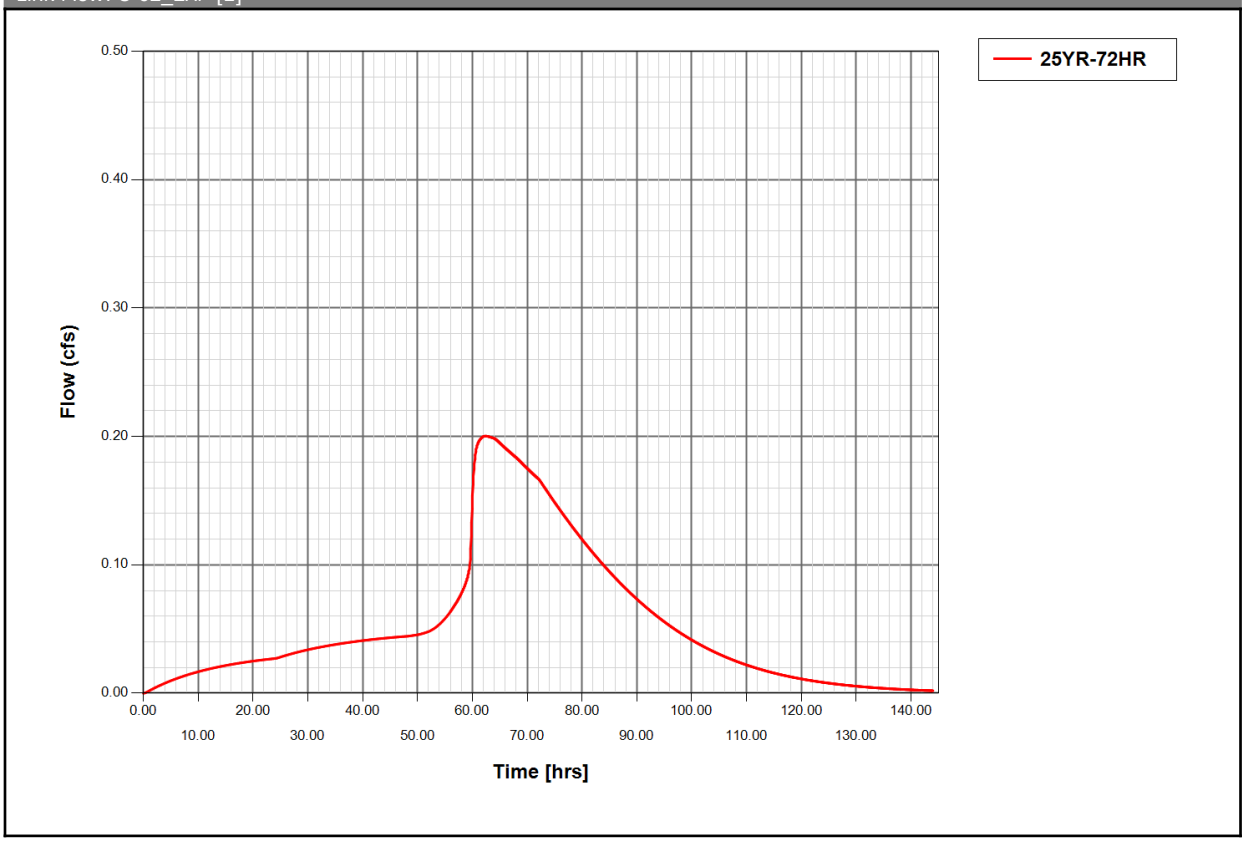
Link Flow: S-01_EXF [1]



Link Min/Max Conditions with Times [1]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Time to Max Flow [hrs]	Time to Min Flow [hrs]	Time to Min/Max Delta Flow [hrs]	Time to Max Us Velocity [hrs]	Time to Max Ds Velocity [hrs]
S-02_EXF	25YR-72HR	0.20	0.00	0.00	0.00	0.00	62.4478	0.0000	60.5324	0.0000	0.0000

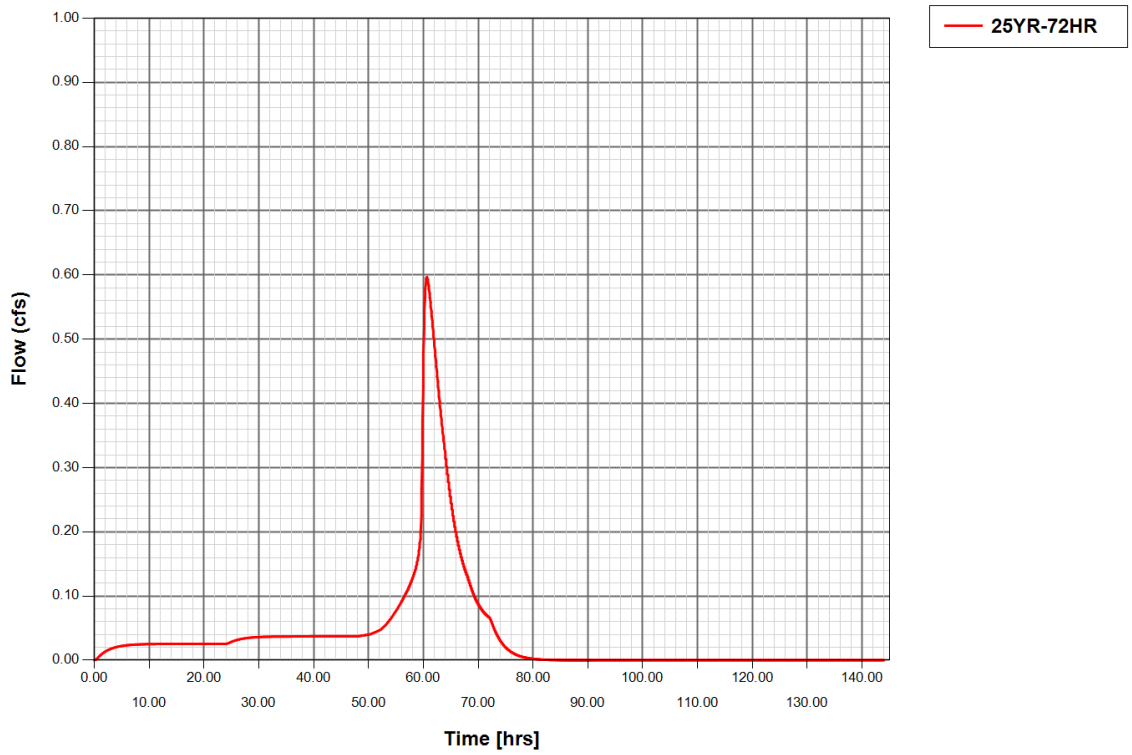
Link Flow: S-02_EXF [1]



Link Min/Max Conditions with Times [1]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Time to Max Flow [hrs]	Time to Min Flow [hrs]	Time to Min/Max Delta Flow [hrs]	Time to Max Us Velocity [hrs]	Time to Max Ds Velocity [hrs]
S-03_EXF	25YR-72HR	0.60	0.00	0.00	0.00	0.00	60.6776	0.0000	64.6770	0.0000	0.0000

Link Flow: S-03_EXF [1]



APPENDIX E: Operation and Maintenance Plan

DRAINAGE SUMMARY OF MAINTENANCE ACTIVITIES

PROJECT NAME:	UTILITIES AND OPERATIONS BULDING AT MAIN WATER TREATMENT PLANT
DATE:	1/21/2025

ITEM NUMBER	DESCRIPTION	QUANTITY	INSPECTION			MAINTENANCE ACTIVITIES
			FREQUENCY	RATING	DESCRIPTION OF CONDITION	
0425-1522	DITCH BOTTOM INLET TYPE C	3	*MRP (85% of the opening is not obstructed)	Good	* Ditch bottom inlet opening area free of obstruction. * Like new. Meets MRP criteria.	None
				Fair	* Minor damage to inlet grate but not affecting system function. * Up to 15% of ditch bottom inlet opening area is obstructed. * Meets MRP criteria.	Proactive maintenance recommended * Repair or replace inlet grate * Clear vegetation from grate
				Poor	* Inlet grate missing or damaged to the extent that system function is affected. * More than 15% of ditch bottom inlet opening area is obstructed. * Does not meet MRP criteria.	* Replace inlet grate * Remove obstruction from inlet
0430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	12	*MRP (60% of the cross section of each pipe is free of obstructions and functions as intended)	Good	* Like new with little or no deterioration and functioning as designed. * Pipe opening is unobstructed, free of sediment, and providing adequate conveyance. * Meets MRP criteria.	None
				Fair	* Up to 40% of pipe opening is obstructed but providing adequate conveyance. * Less than 33% of concrete structure/slab is crushed or broken. * Meets MRP criteria.	Proactive maintenance recommended * Remove obstructions
				Poor	* Not functioning properly due to damage. * More than 40% of pipe opening is obstructed. * More than 33% of concrete structure/slab is crushed or broken, and/or has exposed rebar. * Does not meet MRP Criteria.	* Repair or replace damaged components * Remove obstructions * Other maintenance as needed to correct deficiencies
N/A	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 4" SD	27	*MRP (60% of the cross section of each pipe is free of obstructions and functions as intended)	Good	* Like new with little or no deterioration and functioning as designed. * Pipe opening is unobstructed, free of sediment, and providing adequate conveyance. * Meets MRP criteria.	None
				Fair	* Up to 40% of pipe opening is obstructed but providing adequate conveyance. * Less than 33% of concrete structure/slab is crushed or broken. * Meets MRP criteria.	Proactive maintenance recommended * Remove obstructions
				Poor	* Not functioning properly due to damage. * More than 40% of pipe opening is obstructed. * More than 33% of concrete structure/slab is crushed or broken, and/or has exposed rebar. * Does not meet MRP Criteria.	* Repair or replace damaged components * Remove obstructions * Other maintenance as needed to correct deficiencies

DRAINAGE SUMMARY OF MAINTENANCE ACTIVITIES

PROJECT NAME:	UTILITIES AND OPERATIONS BULDING AT MAIN WATER TREATMENT PLANT
DATE:	1/21/2025

ITEM NUMBER	DESCRIPTION	QUANTITY	INSPECTION			MAINTENANCE ACTIVITIES
			FREQUENCY	RATING	DESCRIPTION OF CONDITION	
0443-70-3	FRENCH DRAIN, 18" SD	88	New Projects: Once per year for first two years. Existing System w/o Chronic Problems: Once per three years.	Good	* No evidence of subsidence. * No trash / debris accumulation in sump. * No pipe joint failures. * No groundwater intrusion observed. * No sediment accumulation in sump. * Water present is below pipe invert elevation. * System recovers treatment volume as designed.	None
				Fair	*Trash covers less than one-third of the sump surface area and not impacting system functioning. * Top of sediment or trash accumulation in sump is at least one foot below pipe invert elevation. * System recovers treatment volume as designed.	Proactive maintenance recommended * Remove trash, debris, and sediment.
				Poor	* Pipe joint failures. * Evidence of subsidence. * Trash covers more than one-third of sump surface area or trash is impeding system functioning. * Top of sediment or trash accumulation is less than one foot below pipe invert elevation. * Groundwater intrusion observed. * System not recovering treatment volume as designed.	* Remove excess sediment. * Remove trash and debris. * Repair cracks to prevent groundwater intrusion. * Investigate cause of subsidence and address as necessary. * Backflush exfiltration pipe to remove sediment and debris accumulation.
0443-002	SKIMMER TYPE II FOR FRENCH DRAIN OUTLETS	3	MRP (60% of the cross section of each pipe is free of obstructions and functions as intended)	Good	* Like new with little or no deterioration. * Structurally sound and functioning as designed. Minor damage, e.g., cracks, is acceptable provided function is maintained.	None
				Fair	* May have minor damage and some deterioration, but structurally sound and functionally adequate. * Opening partially blocked by trash and debris, but flow is not impeded, and trash is being prevented from entering outflow pipe	* Proactive maintenance recommended. * Repair damage to skimmer. * Remove blockages.
				Poor	* Missing, detached, or collapsed. * Excess trash is impeding flow to outflow pipe and/or causing trash and debris to bypass skimmer. * Not functioning as designed.	* Replace skimmer. * Remove blockages. * Perform other maintenance as needed to correct deficiencies.

*MRP refers to the Statewide Maintenance Rating Program. MRP is the program under which FDOT conducts visual and mechanical evaluations of routine highway maintenance conditions

Water Quality Project Life Cycle Cost Analysis

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Alternative

DRAINAGE DESIGN FOR THE UTILITIES AND OPERATIONS BULDING AT MAIN WATER TREATMENT PLANT

Duration

Economic Evaluation Duration	60	years

Construction Cost

Initial Capital Cost	Estimated Cost Low[1]	Estimated Cost High[2]
Capital Cost, Range	$ 2,000,000	$ 2,500,000
Capital Cost Annualized over the Project Evaluation Duration	$ 76,973	$ 96,216

Replacement Costs

	Replacement Costs		Expected Service Life (Years)	# Replacements Over Project Life	1 time Replacement Cost	Replacement Cost (Present Worth Assumed)	Upper End of Estimated Replacement Costs for Selected Elements (Optional)		
							1 time Replacement Cost	Replacement Cost (Present Worth Assumed)	
5	Piping, Gravity Flow1		60	0.0	$ 165,000	$ -	$ 165,000	$ -	
11	Baffle Box/ Gross Pollutant Separators		50	1.0	$ 1,000	$ 1,000	$ 1,000	$ 1,000	
	0		0	#DIV/0!	$ 1,000	$ -		$ -	
	0		0	#DIV/0!	$ 1,000	$ -		$ -	
	0		0	#DIV/0!	$ 1,000	$ -		$ -	
	0		0	#DIV/0!	$ 1,000	$ -		$ -	
	#N/A		#N/A	#N/A	$ 1,000	$ -		$ -	
	#N/A		#N/A	#N/A	$ 1,000	$ -		$ -	
	#N/A		#N/A	#N/A	$ 1,000	$ -		$ -	
	#N/A		#N/A	#N/A	$ 1,000	$ -		$ -	
	TOTAL PRESENT WORTH OF REPLACEMENT COST					$ 1,000		$ 1,000	
	Replacement Costs Annualized over the Project Life					$ 38		$ 38	

Annual Costs

	Annual Costs	Unit	% of Initial Cost	Present Worth Factor	Present Worth	Annual cost	Upper End of Estimated Annual Costs for Selected Elements (Optional)		
	Maintenance Cost of Items Listed in Replacement Cost Section. NOTE!: Must be in same order as Replacement Costs above as Annual Costs link to Replacement Cost Entries			25.9832			% of Initial Cost	Present Worth	Annual Cost
5	Piping, Gravity Flow1	127	1.00%		$ 5,444,779	$ 1,650	1.00%	$ 42,872	$ 1,650
11	Baffle Box/ Gross Pollutant Separators	3	6.00%		$ 4,677	$ 60	0.00%	$ -	$ -
0	0	0	0.00%		$ -	$ -	0.00%	$ -	$ -
0	0	0	0.00%		$ -	$ -	0.00%	$ -	$ -
0	0	0	0.00%		$ -	$ -	0.00%	$ -	$ -
0	0	0	0.00%		$ -	$ -	0.00%	$ -	$ -
	#N/A	0	0.00%		$ -	$ -	0.00%	$ -	$ -
	#N/A	0	0.00%		$ -	$ -	0.00%	$ -	$ -
	#N/A	0	0.00%		$ -	$ -	0.00%	$ -	$ -
	#N/A		0.00%		$ -	$ -	0.00%	$ -	$ -
	Other Maintenance Costs, $/unit	Unit	$/ unit	Present Worth Factor	Present Worth	Annual cost	$/ unit	Present Worth	Annual Cost
150	Clean/Repair Drainage Structures	3	$ 30		$ 2,338	$ 90	$ -	$ -	$ -
	0	0	$ -		$ -	$ -	$ -	$ -	$ -
	0	0	$ -		$ -	$ -	$ -	$ -	$ -
	0	0	$ -		$ -	$ -	$ -	$ -	$ -
	0	0	$ -		$ -	$ -	$ -	$ -	$ -
	0	0	$ -		$ -	$ -	$ -	$ -	$ -
	0	0	$ -		$ -	$ -	$ -	$ -	$ -
	Electrical Energy		25000	kwh	$ 74,702	$ 2,875		$ 74,702	$ 2,875
	TOTAL PRESENT WORTH OF ANNUAL COST				$ 5,526,497			$ 117,574	
	TOTAL OF ANNUAL COSTS					$ 4,675			$ 4,525

	ESTIMATED REPLACEMENT + O&M ANNUALIZED COST RANGE	$ 4,710	TO	$ 4,560
LCC	TOTAL ANNUALIZED COST RANGE	$ 80,000	TO	$ 100,000
LCC	**TOTAL PRESENT WORTH COST RANGE[3]**	**$ 7,530,000**	**TO**	**$ 2,620,000**

1 - Opinion of Probable Construction Cost on Base Bid Item List Projected Out to Time of Construction
2 - Opinion of Probable Construction Cost plus Contingency plus Add-Alternate Bid Items as Applicable
3 - These are the values used on the Unit Cost Summary Sheet for computing benefit/cost information

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BIDS

PERMIT

CONSTRUCTION

SEAL

STATE OF FLORIDA
JESS M SOWARDS
AR0013205
REGISTERED ARCHITECT

JESS M. SOWARDS
AR0013205

PROJECT TITLE

VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs, FL 33461

REVISIONS

NUM.	DESCRIPTION	DATE

SITE PLAN AMENDMENT SUBMITTAL

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DRAWING TITLE

FRONT ENTRY RENDERING

04|11|2025

DATE 04|11|2025 | DRAWN BY JAH

JOB NUMBER 240205

DRAWING NUMBER

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DRAWING TITLE

NORTH FACADE RENDERING

04|11|2025

DATE 04|11|2025
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JOB NUMBER 240205
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JESS M. SOWARDS
AR0013205

PROJECT TITLE

VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs, FL 33461

REVISIONS

NUM.	DESCRIPTION	DATE

SITE PLAN AMENDMENT SUBMITTAL

04|11|2025

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DRAWING TITLE

STORAGE AREA RENDERING

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JOB NUMBER 240205

DRAWING NUMBER

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PERMIT
CONSTRUCTION

SEAL
STATE OF FLORIDA
JESS M SOWARDS
AR0013205
REGISTERED ARCHITECT
JESS M. SOWARDS
AR0013205

PROJECT TITLE
VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs, FL 33461

REVISIONS

NUM.	DESCRIPTION	DATE

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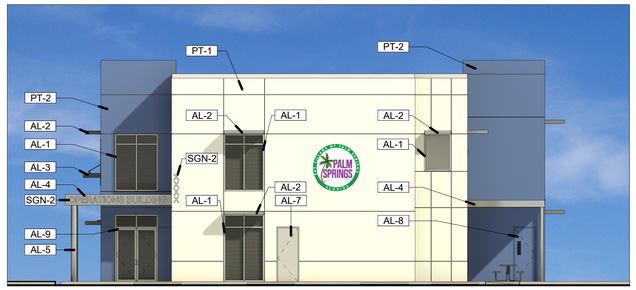
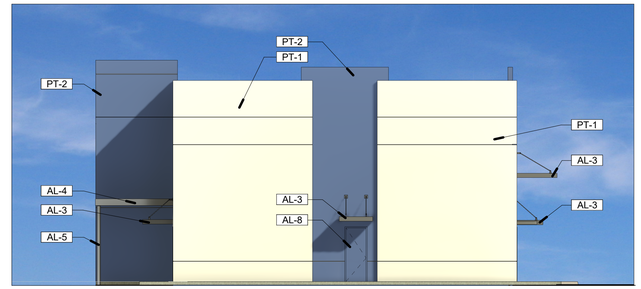
DRAWING TITLE
COVERED PICNIC AREA RENDERING

DATE 04|11|2025 | DRAWN BY JAH
JOB NUMBER 240205
DRAWING NUMBER
A3.03D

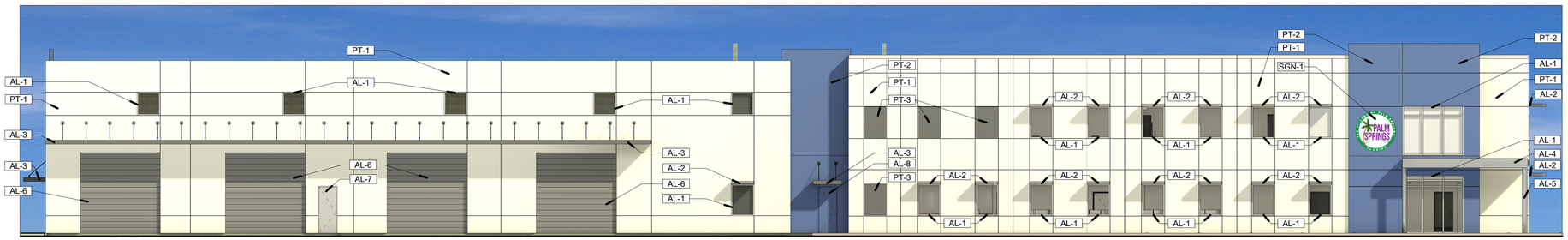
04|11|2025 SITE PLAN AMENDMENT SUBMITTAL



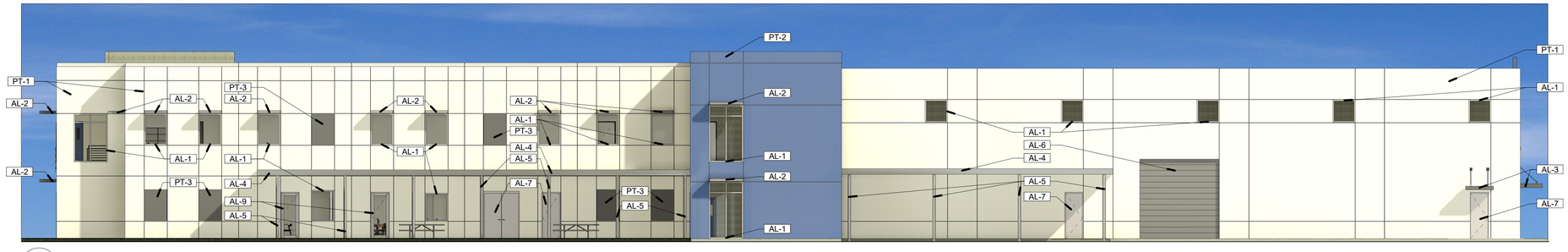
1 A3.02 **COLORED ELEVATION - NORTH**
3/32" = 1'-0"



2 A3.02 **COLORED ELEVATION - SOUTH**
3/32" = 1'-0"



3 A3.02 **COLORED ELEVATION - EAST**
3/32" = 1'-0"



4 A3.02 **COLORED ELEVATION - WEST**
3/32" = 1'-0"

FINISH SPECIFICATIONS - EXTERIOR

MARK	DESCRIPTION
AL-1	LEVEL "E" IMPACT RESISTANT WINDOW AND FRAME. FRAME COLOR TO BE ANNODIZED ALUMINUM
AL-2	LOUVERED SUN-SHADE - COLOR TO BE ANNODIZED ALUMINUM
AL-3	EXTRUDED ALUMINUM CANOPY - COLOR TO BE ANNODIZED ALUMINUM
AL-4	CUSTOM ALUMINUM COVERED WALKWAY - COLOR TO BE ANNODIZED ALUMINUM
AL-5	CUSTOM ALUMINUM ENCASED COLUMNS - COLOR TO BE ANNODIZED ALUMINUM
AL-6	LEVEL "E" IMPACT RESISTANT OVERHEAD COILING DOORS - COLOR TO BE _____
AL-7	LEVEL "E" HOLLOW METAL DOOR AND FRAME COLOR TO BE BENJAMIN MOORE ACADIA WHITE OC-38
AL-8	LEVEL "E" HOLLOW METAL DOOR AND FRAME COLOR TO BE BENJAMIN MOORE LUCERNE AF-530
AL-9	LEVEL "E" IMPACT RESISTANT STOREFRONT. FRAME COLOR TO BE ANNODIZED ALUMINUM
PT-1	TEX-COTE COOL WALL COATING SYSTEM. COLOR TO BE BENJAMIN MOORE ACADIA WHITE OC-38
PT-2	TEX-COTE COOL WALL COATING SYSTEM. COLOR TO BE BENJAMIN MOORE LUCERNE AF-530
PT-3	RECESSED SQUARE IN TILT WALL PANEL
SGN-1	VILLAGE OF PALM SPRINGS SEAL MEDALLION
SGN-2	BUILDING NAME AND ADDRESS SIGNAGE

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SEAL
STATE OF FLORIDA
JESS M SOWARDS
AR0013205
REGISTERED ARCHITECT
JESS M. SOWARDS
AR0013205

PROJECT TITLE
VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs, FL 33461

REVISIONS

NUM.	DESCRIPTION	DATE

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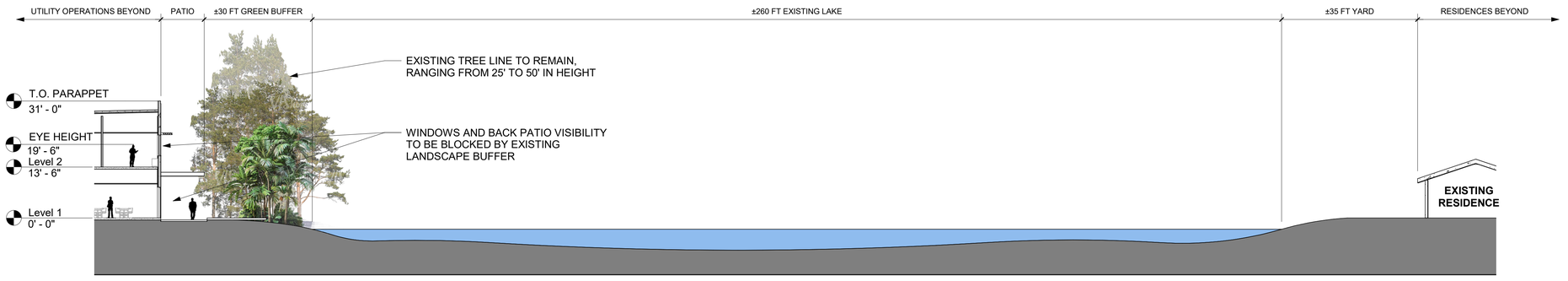
DRAWING TITLE
COLORED BUILDING ELEVATIONS

DATE 04|11|2025 | DRAWN BY JAH
JOB NUMBER 240205
DRAWING NUMBER A3.02

04|11|2025 SITE PLAN AMENDMENT SUBMITTAL

1 A3.03 **WEST ELEVATION - WEST VEGETATION EXHIBIT**
3/32" = 1'-0"



2 A3.03 **WEST VEGETATION SITE SECTION**
1/16" = 1'-0"

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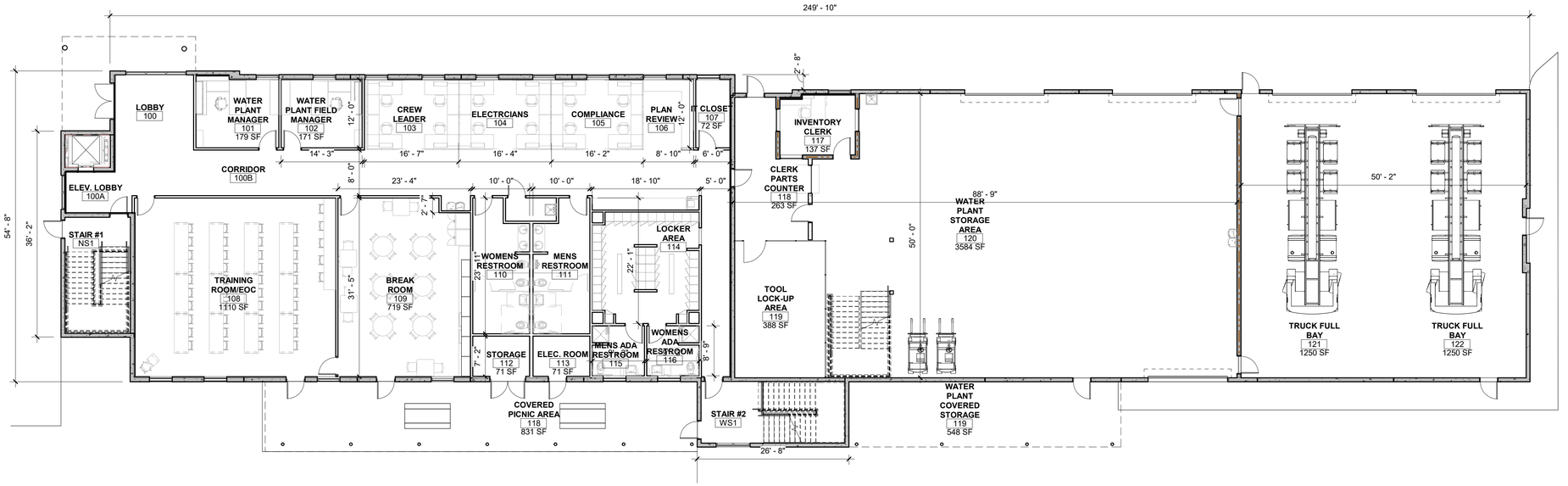
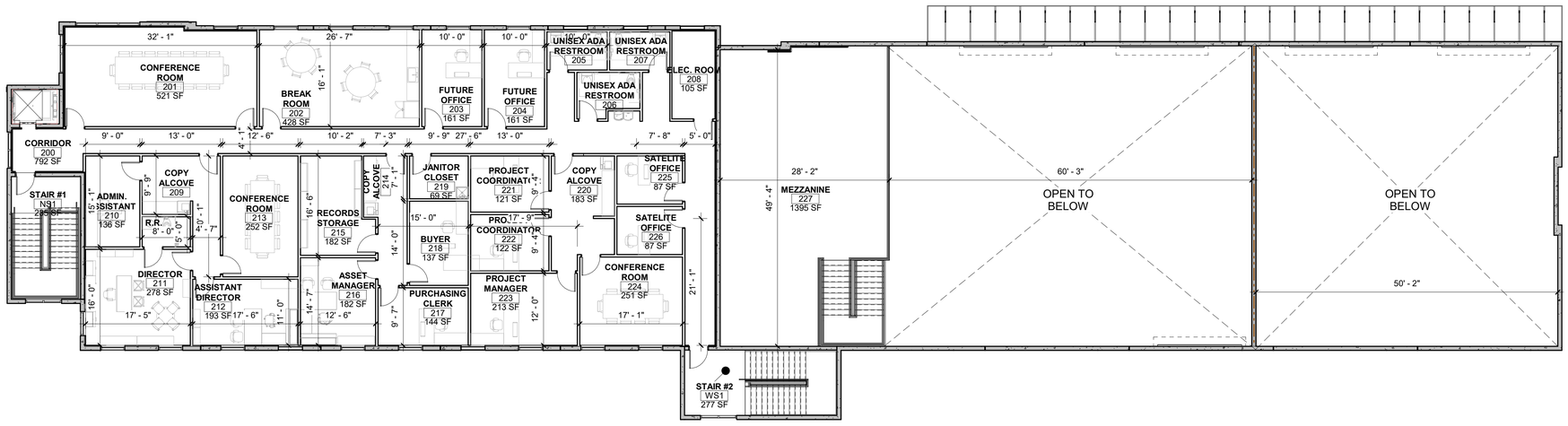
DRAWING TITLE
WEST VEGETATION EXHIBIT

DATE 04|11|2025 | DRAWN BY JAH
JOB NUMBER 240205
DRAWING NUMBER
A3.03



1 A2.01 **OVERALL FIRST FLOOR PLAN**

3/32" = 1'-0"



2 A2.01 **OVERALL SECOND FLOOR PLAN**

3/32" = 1'-0"

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DRAWING TITLE
OVERALL FIRST AND SECOND FLOOR PLAN

DATE 04|11|2025 | DRAWN BY JAH

JOB NUMBER 240205

DRAWING NUMBER
A2.01

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FINISH SPECIFICATIONS - EXTERIOR

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AL-2	LOUVERED SUN-SHADE - COLOR TO BE ANNODIZED ALUMINUM
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AL-4	CUSTOM ALUMINUM COVERED WALKWAY - COLOR TO BE ANNODIZED ALUMINUM
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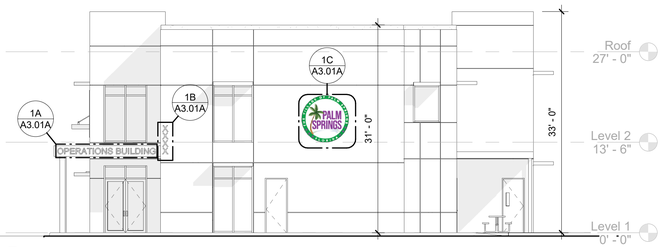
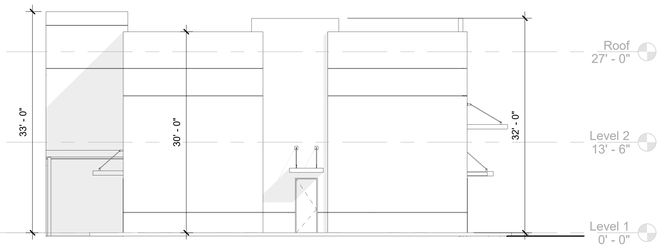
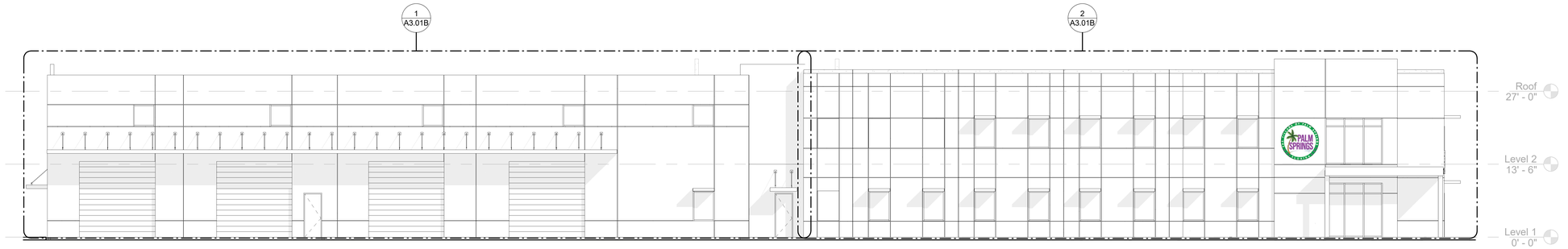
SGN-1	VILLAGE OF PALM SPRINGS SEAL MEDALLION
SGN-2	BUILDING NAME AND ADDRESS SIGNAGE



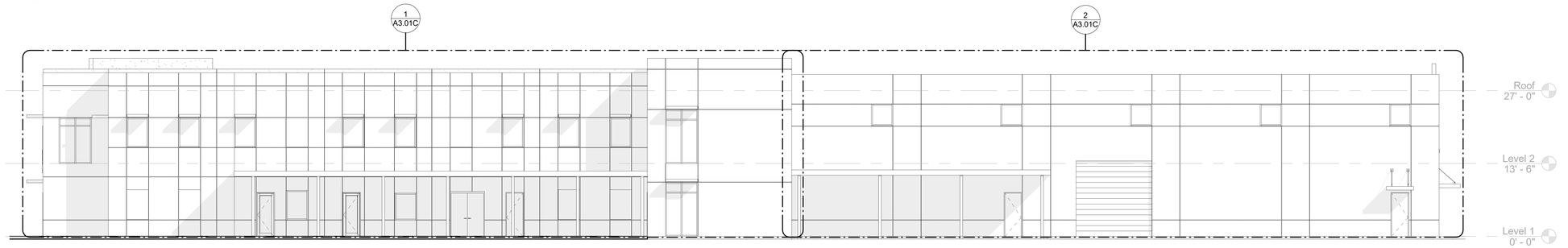
1 A3.01 **BUILDING ELEVATION - NORTH**
3/32" = 1'-0"



2 A3.01 **BUILDING ELEVATION - SOUTH**
3/32" = 1'-0"



3 A3.01 **BUILDING ELEVATION - EAST**
3/32" = 1'-0"



4 A3.01 **BUILDING ELEVATION - WEST**
3/32" = 1'-0"

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JESS M. SOWARDS
AR0013205

PROJECT TITLE
VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs, FL 33461

REVISIONS

NUM.	DESCRIPTION	DATE

SITE PLAN AMENDMENT SUBMITTAL
04|11|2025

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DRAWING TITLE
BUILDING ELEVATION

DATE 04|11|2025 | DRAWN BY JAH
JOB NUMBER 240205
DRAWING NUMBER
A3.01

WALL SIGNAGE DATA

FRONTAGE	FRONT WIDE	BUILDING HEIGHT	WALL SIGNAGE AREA CALCULATION	SF SIGNAGE AREA PROVIDED
PRIMARY	250'	31'	250' X 31' = 7,750 SF X 0.10 = 775 SF	38.5 SF
SECONDARY	55'	31'	55' X 31' = 1,705 SF X 0.05 = 85.25 SF	51.86 SF

VILLAGE SEAL SIGNAGE SPECIFICATION

VILLAGE LOGO SHALL BE A STONE MEDALLION BY BARON SIGN MANUFACTURING OR APPROVED EQUAL.
FULL COLOR MEDALLION TO MATCH VILLAGE OF PALM SPRINGS SEAL COLORS. SIGN COMPANY SHALL PROVIDE FULLY DETAILED ENGINEERED SIGNAGE SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER. ENGINEERED SIGNAGE SHOP DRAWINGS SHALL SHOW THE FOLLOWING BUT NOT LIMITED TO:

1. STRUCTURAL CALCULATIONS
2. WIND LOAD CALCULATIONS
3. ATTACHMENT TO TILT WALL
4. SIGNAGE ELEVATIONS
5. SIGNAGE SECTIONS
6. SIGNAGE MOUNTING DETAILS AND ANCHORING DETAILS

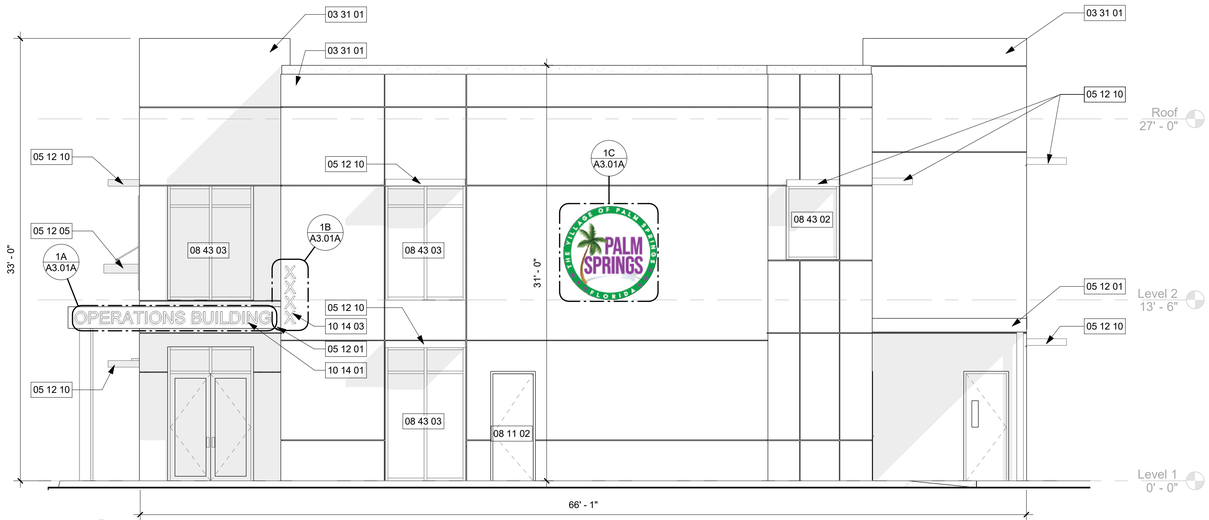
KEYNOTE LEGEND

#	DESCRIPTION
03 31 01	PROPOSED TILT WALL PANELS, TYP.
05 12 01	PROPOSED ALUMINUM COVERED WALKWAY, TYP.
05 12 05	PROPOSED ALUMINUM CANOPY TYP.
05 12 10	PROPOSED ALUMINUM SUNSHADES, TYP.
08 11 02	LEVEL "E" IMPACT RESISTANT HOLLOW METAL DOOR, TYP.
08 43 02	LEVEL "E" IMPACT RESISTANT WINDOWS TYP.
08 43 03	LEVEL "E" IMPACT RESISTANT STOREFRONT SYSTEM TYP.
10 14 01	SEE REVERSE LIT SIGNAGE SPECIFICATION ON SHEET A3.01A
10 14 03	ADDRESS SIGNAGE TO BE ARIAL FONT AND RAISED 1 1/2" FINISH TO BE BLACK ANODIZED CAST ALUMINUM

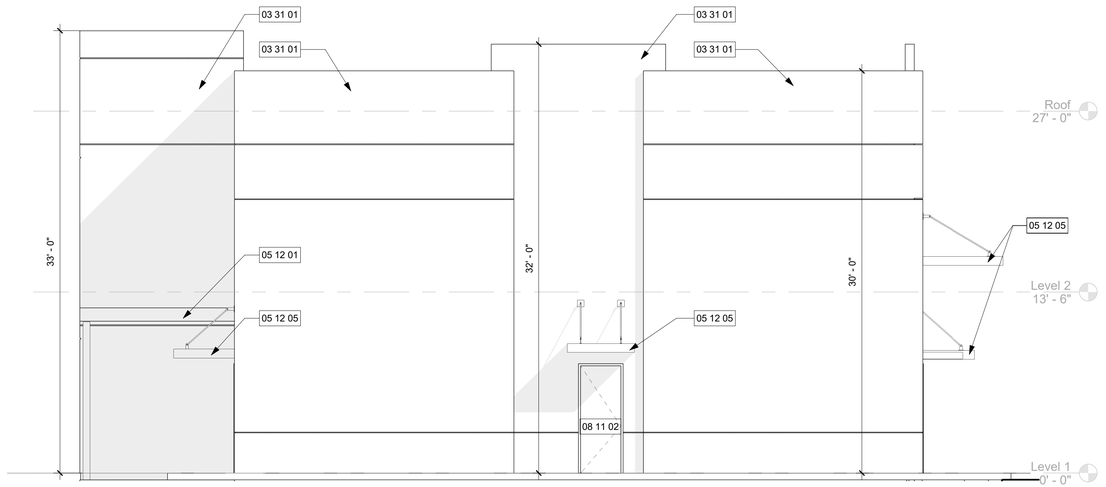
REVERSE LIT SIGNAGE SPECIFICATION

1 1/2" RAISED LETTERING SHALL HAVE .063" BLACK ANODIZED ALUMINUM CASING WITH RETURN, STUD MOUNTED AND REVERSE LIT.

REVERSE LIT SIGNAGE SHALL BE LED AND FONT TO BE ARIA.

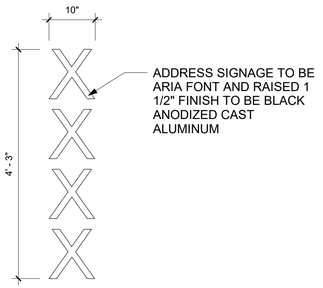


1 A3.01A **ENLARGED BUILDING ELEVATION - NORTH**
3/16" = 1'-0"

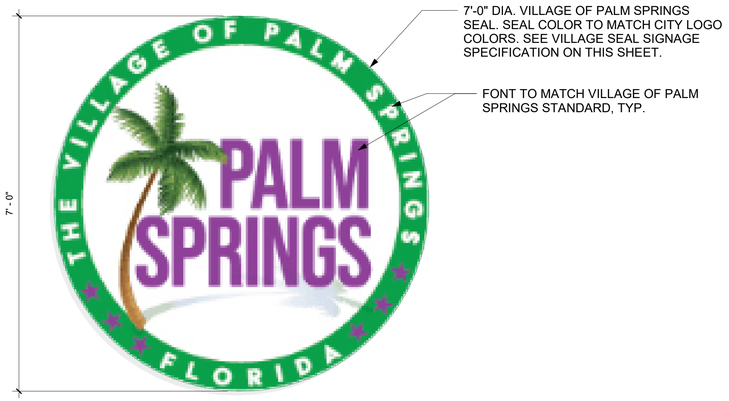


2 A3.01A **ENLARGED BUILDING ELEVATION - SOUTH**
3/16" = 1'-0"

1A A3.01A **BUILDING SIGNAGE SPECIFICATION**
3/4" = 1'-0"



1B A3.01A **TYPICAL BUILDING ADDRESS SIGN**
3/4" = 1'-0"



1C A3.01A **TYPICAL BUILDING SIGNAGE - VILLAGE LOGO**
3/4" = 1'-0"

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PROJECT TITLE
VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs, FL 33461

REVISIONS

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DRAWING TITLE
ENLARGED BUILDING ELEVATION

DATE 04|11|2025 | DRAWN BY JAH
JOB NUMBER 240205
DRAWING NUMBER A3.01A

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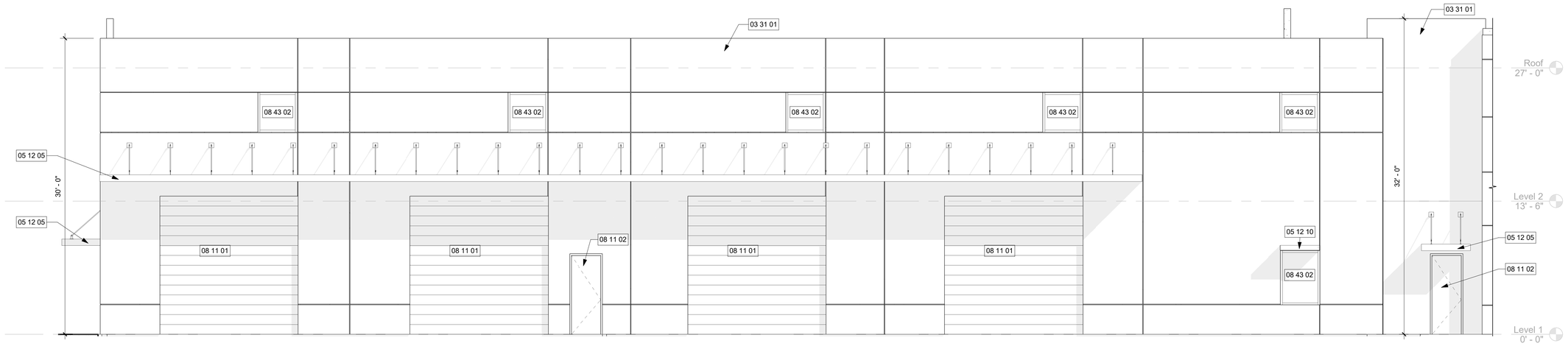
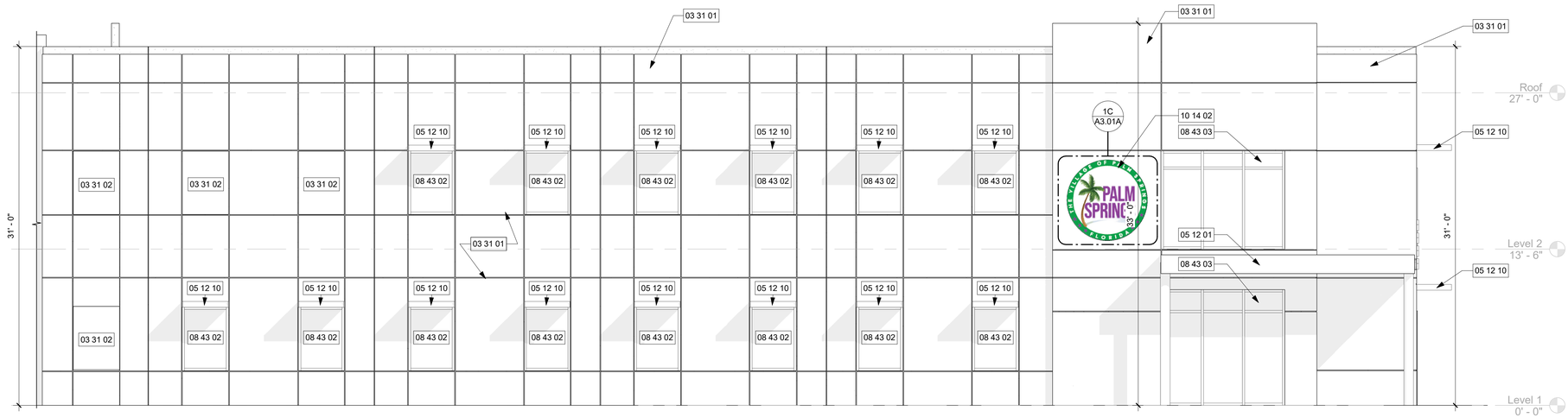
KEYNOTE LEGEND

#	DESCRIPTION
03 31 01	PROPOSED TILT WALL PANELS, TYP.
03 31 02	4'-0" X 5'-6" PANEL RECESS EK
05 12 01	PROPOSED ALUMINUM COVERED WALKWAY, TYP.
05 12 05	PROPOSED ALUMINUM CANOPY TYP.
05 12 10	PROPOSED ALUMINUM SUNSHADES, TYP.
08 11 01	LEVEL "E" IMPACT RESISTANT ROLL UP DOOR TYP.
08 11 02	LEVEL "E" IMPACT RESISTANT HOLLOW METAL DOOR, TYP.
08 43 02	LEVEL "E" IMPACT RESISTANT WINDOWS TYP.
08 43 03	LEVEL "E" IMPACT RESISTANT STOREFRONT SYSTEM TYP.
10 14 02	CITY LOGO SIGNAGE



1 A3.01B **ENLARGED BUILDING ELEVATION - EAST #1**
3/16" = 1'-0"



2 A3.01B **ENLARGED BUILDING ELEVATION - EAST #2**
3/16" = 1'-0"

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DATE 04|11|2025 | DRAWN BY JAH
JOB NUMBER 240205
DRAWING NUMBER A3.01B

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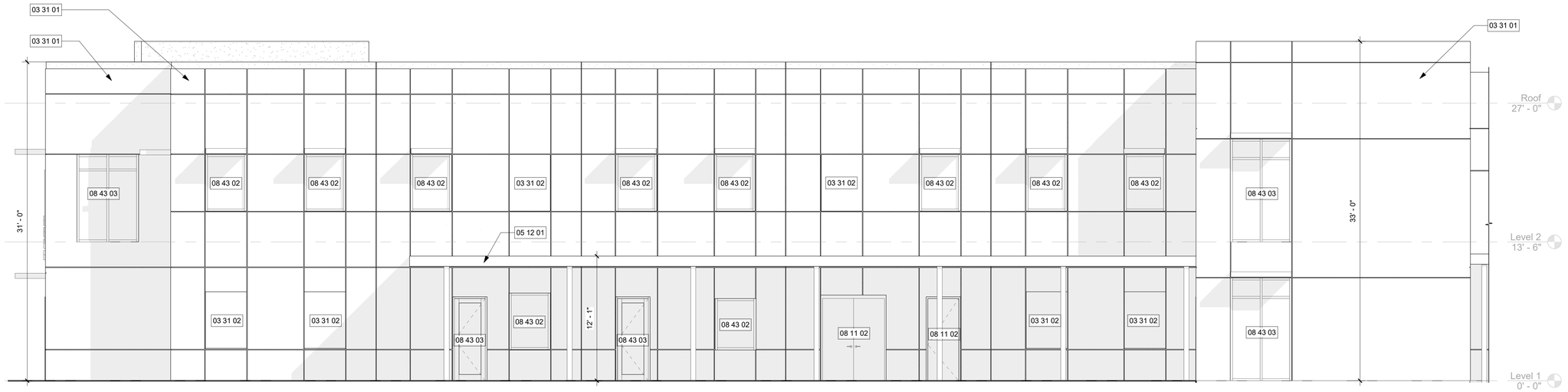
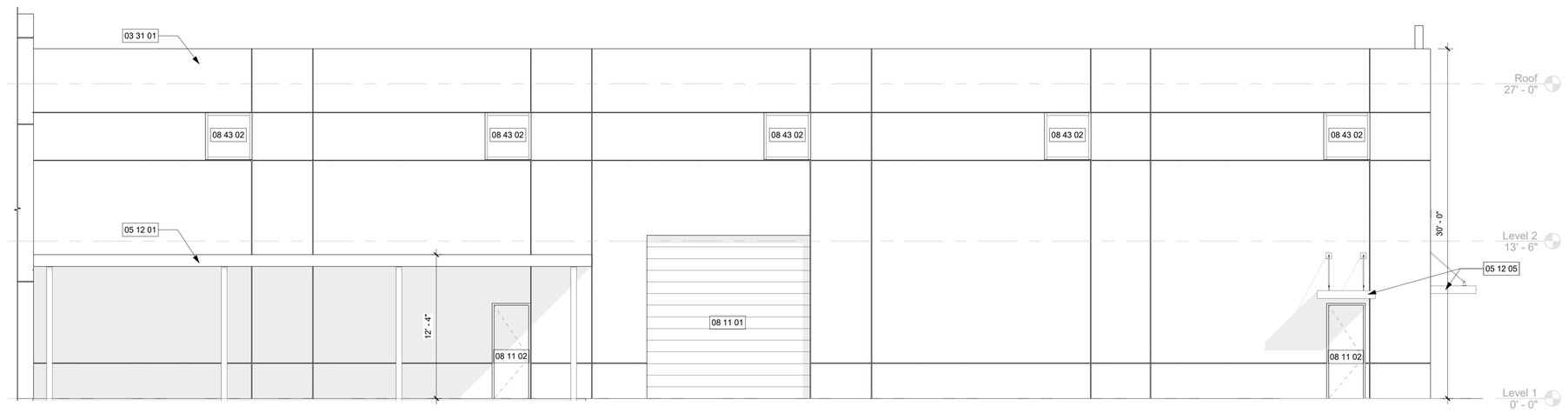
08 43 02	LEVEL "E" IMPACT RESISTANT WINDOWS TYP.
08 43 03	LEVEL "E" IMPACT RESISTANT STOREFRONT SYSTEM TYP.



1 A3.01C **ENLARGED BUILDING ELEVATION - WEST #1**
3/16" = 1'-0"



2 A3.01C **ENLARGED BUILDING ELEVATION - WEST #2**
3/16" = 1'-0"

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DRC
SPA
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PERMIT
CONSTRUCTION

SEAL
STATE OF FLORIDA
JESS M SOWARDS
AR0013205
REGISTERED ARCHITECT
JESS M. SOWARDS
AR0013205

PROJECT TITLE
VILLAGE OF PALM SPRINGS OPERATIONS BUILDING

360 Davis Rd, Palm Springs, FL 33461

REVISIONS

NUM.	DESCRIPTION	DATE

SITE PLAN AMENDMENT SUBMITTAL
04|11|2025

THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEERS DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING WHETHER INDICATED ON THE PLANS OR NOT.

DRAWING TITLE
ENLARGED BUILDING ELEVATION

DATE 04|11|2025 | DRAWN BY JAH
JOB NUMBER 240205
DRAWING NUMBER
A3.01C

345

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VILLAGE OF PALM SPRINGS
Operations Building at Main WTP
360 Davis Road

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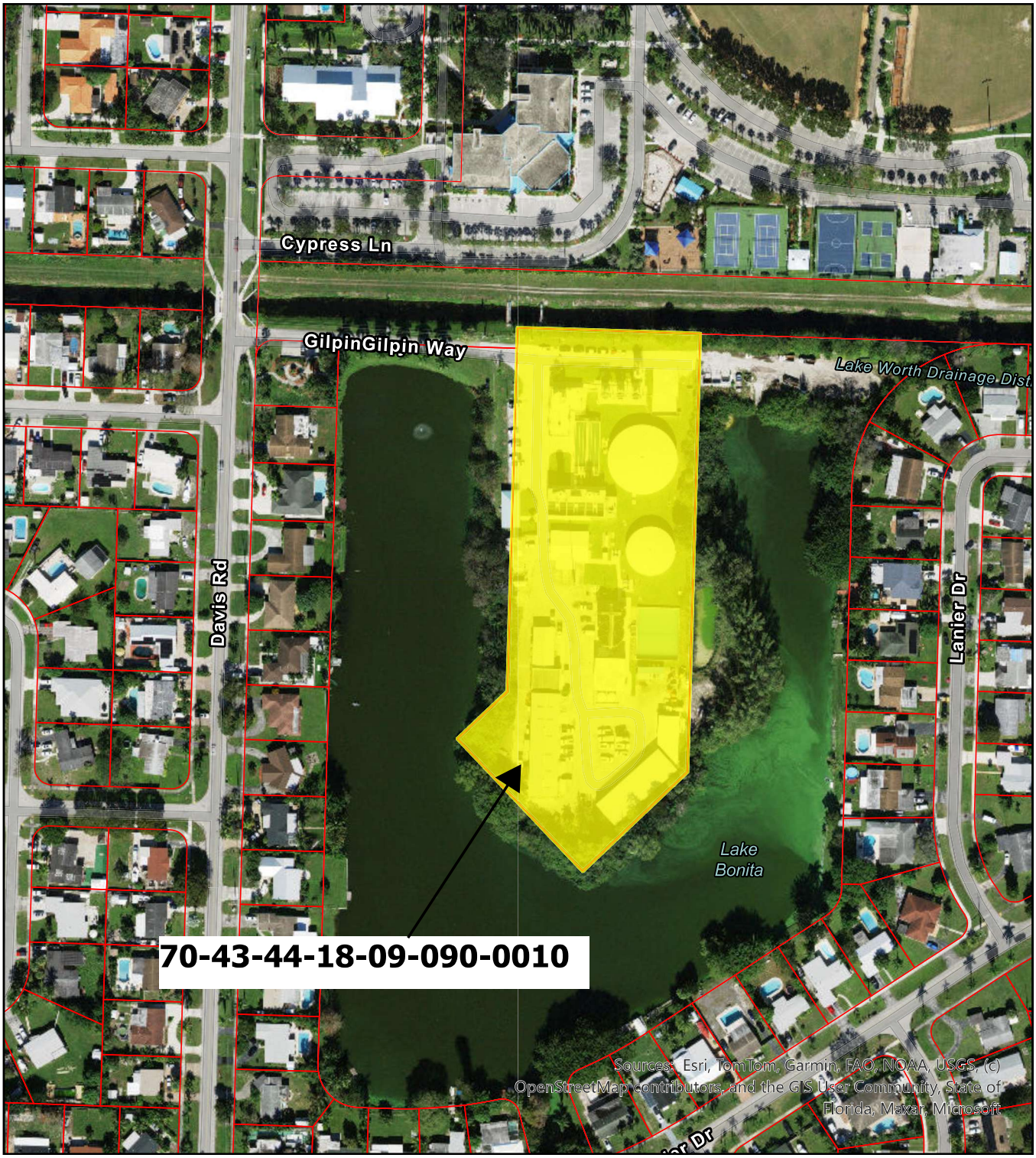


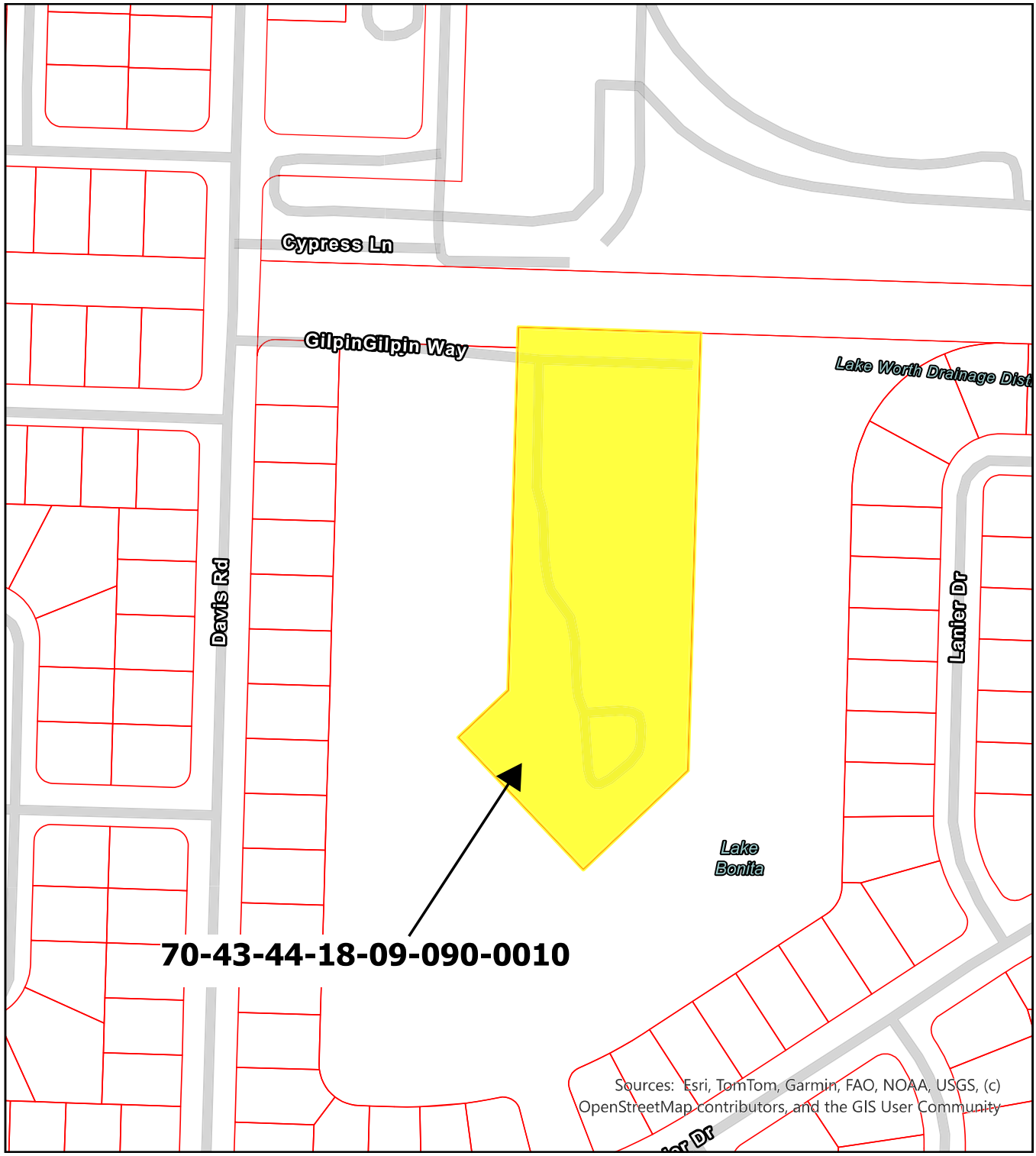
Legend

- Parcels
- Proposel Parcel

Date: 5/19/2025

0 100 200 400 Feet

VILLAGE OF PALM SPRINGS
Operations Building at Main WTP
360 Davis Road



Legend

- Parcels
- Proposel Parcel

Date: 5/19/2025

0 100 200 400 Feet

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: HR Department

ITEM #18: (First Reading) Ordinance No. 2025-07 Approval of Amendments to Employee Regulations Handbook

SUMMARY: The Village of Palm Springs Employment Regulations Handbook was established on October 10, 1996, per Ordinance No. 96-07. The last revision of the employee regulations was completed on September 26, 2023 (Ordinance No. 2023-08). The proposed amendments reflect changes and/or updates to village policies and procedures as well as updates to state laws. The revisions also meet the current practices of the Village.

These regulations provide a clear set of guidance for all Village employees by providing policies, procedures, and appropriate conduct as a Village employee.

The Human Resources Director is responsible for the provisions regarding the employee handbook and will bring forward any amendments to the Village Council through the Village Manager.

Key Summary of Changes:

- 2.5 Background Checks – Added clarity on consequences if an employee's Driver's License is deemed suspended, expired or revoked.
- 2.7 Employment of Relatives – Nepotism - Added Language and reference to Palm Beach County Code of Ethics
- 6.3 Social Networking, Social Media, and Blogging - Consolidating the standalone policy and the version in the employee regulations into a single unified policy to eliminate duplication and ensure consistency.
- 7.8 Employee Classification and Compensation Plan Starting Pay/ Administrative Salary Increase – Added HR Director in approval chain
- 7.9 Personal Use of Vehicles in Reference to Village of Palm Springs Take-Home Vehicle Policy – Non-Police
- 8.9 Paid Parental Leave – New policy
- 10.4 Travel Expenses While on Village Business – Updated language and added updated per diem allowance for meals and lodging.
- 10.5 Local Travel and Expenses – Updated Language
- 10. 9 Periodic Record Checks – Added clarity on consequences if an employee's Driver's License is deemed suspended, expired, or revoked.
- Chapter 11: Employee Tuition Reimbursement - Consolidating the standalone policy and the version in the employee regulations into a single unified policy to eliminate duplication and ensure consistency.

- 12.2 Personal Leave Incentive Payment Program – Updated language and removed specific criteria for eligibility.
- Chapter 14: Drug-Free Workplace Policy - Consequences of Positive Confirmed Test Result – Updated language and consequences for violation of policy.
- Chapter 16: Hurricane & Emergency Preparedness – Added new chapter
- 16.2 Local Emergency Pay Conditions - Consolidating the standalone policy and the version in the employee regulations into a single unified policy to eliminate duplication and ensure consistency. Revisions are included to add Florida Recovery Obligation Calculation (F-ROC) standards/changes.
- 20.4 Types of Offenses/Bad Conduct – amended the policy language to establish an amount that constitutes excessive.

The proposed amendments were prepared by the Human Resources Director and reviewed by the Village Attorney.

FISCAL IMPACT:
There is no financial impact.

ATTACHMENTS:
1. Ordinance No. 2025-07 Amendments to Employment Regulations
2. Exhibit A - Employment Regulations

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ORDINANCE NO. 2023-08 EMPLOYMENT REGULATIONS FOR VILLAGE EMPLOYEES; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted Ordinance No. 96-07 on October 10, 1996, establishing uniform, workable, and enforceable employment regulations for persons employed by the Village ("Employment Regulations"); and

WHEREAS, the Village Council adopted Ordinance No. 2008-07 on August 28, 2008, to revise the Employment Regulations; and

WHEREAS, the Village Council adopted Ordinance No. 2023-08 on September 14, 2023, to revise the Employment Regulations; and

WHEREAS, the Village recognizes the need to amend the Employment Regulations to reflect changes in State laws and changes in Village Policies and Procedures with regard to employment as a result of these laws; and,

WHEREAS, the Village Council has determined that this Ordinance serves a valid public purpose and is in the best interests of the Village.

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

Section 1. Employment Regulations: adopted. The Village Council of the Village of Palm Springs, Florida, hereby adopts the amendments to the Employment Regulations, a copy of which is attached hereto as **Exhibit "A",** and which is incorporated herein by reference; and

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 3. 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 4. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared the Ordinance duly passed and adopted this _____ day of _____, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading_____

Second Reading_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

EMPLOYMENT REGULATIONS AND PERSONNEL POLICIES/HANDBOOK

Revised and Approved by Village Council: _____, 2025

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Revisions: 2008, 9/2023, 9/2025

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A Great Place to Work

Our Mission

To provide high quality and efficient municipal services and programs to a culturally and economically diverse community.

Our Vision

To create a Flourishing Community that is a “Great Place to Call Home”.

Effective Date: October 1996
Revisions: 2008, 9/2023, 9/2025

CORE VALUES

RESPECT

WORKING WITH AND VALUING OTHERS
EVEN IF THEY ARE DIFFERENT
AND HAVE DIFFERING OPINIONS.

Everyone has something to contribute towards achieving our common goals.

COMMUNICATION

ENGAGING IN MEANINGFUL DIALOGUE ABOUT THE ORGANIZATION IN ORDER TO KEEP EVERYONE INFORMED, CURRENT, AND FOCUSED.

> *The concise, regular, and consistent flow of information coupled with an equal dose of active listening eliminates confusion, mistakes, and fear.*

Integrity

BEHAVING HONORABLY AND HONESTLY EVEN WHEN NO ONE IS WATCHING.

..... **Do the right thing!**

TEAMWORK

WORKING WITH OTHERS MULTIPLIES THE END RESULTS AND WILL BE GREATER THAN DOING THE SAME JOB INDIVIDUALLY IN SILOS.

> *Together we are stronger and more capable than we are alone.*

ACCOUNTABILITY

BEING RESPONSIBLE FOR OUR WORDS, OUR ACTIONS, AND OUR RESULTS.
Everyone is equally held to the rules and shared values.

SERVICE Excellence

STRIVING EACH DAY
TO EXCEED EXPECTATION.

How we provide service matters to both outward facing and internal interactions.

QUALITY

HOLDING HIGH STANDARDS IN EVERYTHING WE DO.
What we do is important, and it should reflect the best within us.

Effective Date: October 1996
Revisions: 2008, 9/2023, 9/2025

Chapter 1: Overview

1.1 Purpose

These employment regulations are a comprehensive, up-to-date version of the personnel policies of the Village of Palm Springs. It is applicable to all employees, unless specifically exempted as stated herein. Where an employee is also covered by an existing Collective Bargaining Agreement ("CBA"), these policies will apply unless a conflict exists, in which case the CBA shall control with respect to the conflicting provisions. Similarly, in the case of a conflict between an employment agreement and these policies, the employment agreement shall control.

The personnel policies of the Village are based upon the following principles:

- Equal employment opportunity without unlawful discrimination based on race, age, color, religion, sex, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law.
- To provide fair and equitable compensation and benefits as determined at the discretion and judgment of the Village Council and within the limitations of the Village's budget as adopted or amended from time to time.
- To improve and utilize employee skills, to provide high quality work performance, personal growth, and job satisfaction.
- To reward employees for meeting or exceeding performance standards, to improve deficient performance to the extent feasible and appropriate, and to separate those whose deficient performance is not improved or who otherwise perform or conduct themselves in a manner that is incompatible with continued employment, as determined by the Village.
- To provide mechanisms which encourage understanding and communication among employees at all levels of the organization, relating to workplace occurrences.
- To recruit, select, and retain employees based upon their knowledge, skills, and ability to perform the duties of their position.
- To provide a professionally administered personnel system based upon policies and procedures which are uniform, reasonable, and fair.
- To provide safe working conditions conducive to efficient, effective, and high-quality public service to the residents of the Village.
- To provide necessary services to the Village and its residents in an efficient, cordial, ethical, and professional manner.

<u>NOTICE</u>

The Human Resources Director is responsible for:

- The provisions of these policies.

- Periodic review of the Employee Regulations and makes recommendations to the Village Council through the Village Manager for amendments.

The following employment regulations contain certain policies of the Village of Palm Springs relating to your employment. These regulations are intended to help Village employees: (1) understand the personnel programs of the Village; (2) clarify personnel action to further the efficient operation of the Village and decrease the possibility of inappropriate or unlawful workplace behavior; and (3) work together in achieving our common goals.

The contents of these regulations are presented for your information. Nothing in this Handbook is intended to, or shall, create any contractual obligations of any kind and all provisions in these regulations are subject to change by the Village at any time with or without prior notice. No policy, benefit, or procedure set forth in the Handbook implies or may be construed to imply that these regulations contain obligations of the Village or otherwise constitutes any contract of employment. All Village employment in non-bargaining probationary, seasonal, part-time, and temporary positions is at-will, and nothing in these regulations is intended to alter this employment-at-will relationship, nor does it create an express or implied contract between employees and the Village for any specified period of employment. Importantly, no verbal or written communication made to you by any Village employee may alter the at-will nature of Village employment. Only a written contract of employment approved by the Village Council, designated as such, signed by the Village Manager, approved by the Village Attorney, and attested by the Village Clerk may alter the at-will nature of Village employment. Further, all policies, benefits, compensation structures, and programs provided to employees are subject to funding through the budget process and may be amended or terminated at any time, in the discretion of the Village Manager or the authorized designee, with approval of the Village Council.

To the extent a particular statute, rule, or regulation is amended, any such applicable amendment will control in the event it conflicts with a corresponding policy contained in these regulations.

Nothing contained in these policies is intended to waive any legal, equitable, or other defense available to any claim, complaint, or cause of action (collectively, "Claims") asserted by an employee or former employee against the Village. To the extent that a particular law, statute, rule, or regulation does not apply to the Village because of its size, number of employees, or otherwise, nothing in these policies and procedures should be construed as a waiver of any corresponding defense to any Claims asserted under any such law, statute, rule, or regulation.

These regulations have been enacted for the following purposes:

- To provide a uniform system of personnel administration for Village employees in accordance with all rules, regulations, and ordinances of the Village of Palm Springs.

- To ensure that recruitment, selection, placement, promotion, retention, and separation of Village employees are based upon an employee's qualifications and fitness and are in compliance with federal and state law.

- To assist employee supervisors and managers in the development of sound management practices, and to make effective and consistent use of human resources throughout the Village.

- To promote communication between employees at every level.

- To establish, ensure, protect, and clarify the rights and responsibilities of employees, supervisors, appointed, and elected officers.

1.2 Application

These regulations shall apply to all Village employees. These regulations shall constitute the rules and regulations applicable to employees, and they shall be enforceable by law. These regulations may be used as guidelines for those persons not covered by them. Any other rules, ordinances, state, or federal laws shall be supplemental to these regulations. If there is any conflict between these regulations and any other law, the more stringent provisions shall prevail, except where otherwise prohibited by law.

Violations of these regulations may result in the full range of disciplinary action provided herein, or the general penalties established for the violation of ordinances, or both.

1.3 Waiver or Temporary Suspension of Regulations

Upon the declaration of a bona fide "emergency" any of these regulations may be waived or temporarily suspended for a period not exceeding thirty (30) days by the Village Manager, upon a written finding of necessity, reasonable notice of which shall be published to the Village employees in a form and at a time determined most practical by the Village Manager, but prior to implementation of such waiver or suspension. Temporary waivers or suspensions of regulations not affecting more than five employees may be made by the Village Manager, without notice to all employees, as otherwise required herein. It is the intent of the Village Council that this section be self-executing without need to formally amend or repeal any other section, term, or provision of these regulations. Upon affirmative vote of four Village Council Members such waiver or suspension shall be terminated.

1.4 Stewardship

Pursuant to Article II, Section 8, Florida Constitution; Chapter 112, Florida Statutes "Code of Ethics", as amended from time to time, and the "Conduct of Government Employees" statement issued by Government Finance Officers Association, Village employees shall be held to the highest ideals of honor and integrity. It is the policy of the Village that all employees will demonstrate in all public and personal relationships such conduct as to merit respect, trust and confidence of other governing officials, other employees, and Village residents as well as the public at large.

1.5 Disclosure of Certain Information

Employees of the Village should remember they are employed by and work for their neighbors. Any information not generally available to members of the public and gained in the course of Village business is protected from public disclosure or use by Village employees. Information regarding Village business will only be discharged through proper channels so as not to place anyone or any business in a preferred position. A preferred position includes any information that could insure to a person's financial, political, or social gain. See also Section 112.313(8), Florida Statutes, as amended from time to time.

1.6 Village Time

Village employees may engage in minimal personal business which does not adversely affect their job responsibilities so long as such personal business does not consume more than fifteen (15) minutes total per day or necessitate driving more than one (1) mile total outside the Village per day. Personal business conducted on Village time includes all personal phone calls and e-mails, regardless of whether a personal cellular telephone is used to make or receive the call.

1.7 Village Property

Every employee of the Village is responsible for certain Village property. Such property is for the use of the employee in the performance of job duties only and remains the property of the Village regardless of its location. Village property is defined as information, software, electronic media, tools, publications, audio visual equipment, computers, communications equipment, office supplies and equipment, uniforms, keys, furniture, vehicles, plumbing, electrical, building construction and utility supplies.

On occasion the Village will send an employee to a work-related seminar or class. Any materials, books, or other learning aids received during the seminar or class are property of the Village (unless otherwise noted).

Upon termination of Village employment, the employee shall return all Village property the employee has acquired in the course of employment to the Department Director.

Employees are expected to return all Village property with an accompanying inventory list on or before the last day of employment.

1.8 Equal Employment Opportunity

It is the policy and practice of the Village of Palm Springs to treat all employees with dignity and respect and to provide equal opportunity to all persons without regard to race, age, color, religion, sex, pregnancy, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law. In addition, the Village of Palm

Springs prohibits retaliation against any individual who reports discrimination or harassment or who participates in any investigation of such reports, or who engages in any other activity protected by law. This policy covers all personnel actions affecting hiring, job assignments, training, promotions, transfers, compensation, discipline, termination of employees, or any other tangible employment benefit or term or condition of employment.

The Village of Palm Springs will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship or where doing so would cause a direct threat to the health or safety of the individual or others. Similarly, the Village will make reasonable accommodations for physical or mental conditions related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions, absent undue hardship, in accordance with applicable law. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. If, during the course of employment, an employee sustains any type of physical or mental impairment which limits the employee's ability to perform the essential functions of his or her job, the Village may require that the employee provide medical documentation regarding any such impairment and, if appropriate, identify specific accommodations which may assist the employee. The Village will engage in an appropriate interactive process with the employee in determining potential accommodations when requested by the employee. All information provided regarding any impairment will be handled confidentially to the extent required by law. The Village further prohibits retaliation against employees making requests for accommodations.

The Village Manager, Human Resources Director, or their designee shall serve as the Equal Opportunity Officer to carry out the Equal Employment Opportunity Policy and Program. The Equal Opportunity Officer shall be responsible for the Village's equal opportunity efforts and shall advise and assist staff and management personnel in all matters regarding implementation of and compliance with the Equal Employment Opportunity Policy and be responsible for the successful execution of the program, utilizing the assistance of appropriate State and community agencies.

Equal Opportunity Practices

The Village shall undertake the following actions to assure equal employment opportunities:

(a) Periodically review all position qualifications and job descriptions to ensure requirements are relevant to the tasks to be performed. Make recommendations as needed to delete requirements not reasonably related to the tasks to be performed.

(b) Assure that pay and fringe benefits are established using job responsibility and, along with overtime work, are administered on a non-discriminatory basis.

(c) Inform and provide guidance to individuals who make hiring decisions so that all applications for selections, promotion, and termination, including those of minorities and women are considered without discrimination and all applicants be given equal opportunity.

(d) This policy shall be made known to all prospective employees, contractors, and suppliers by notice contained within job advertisements, requests for proposals, bid specifications and by postings.

1.9 Americans with Disabilities Act (ADA) Policy

The Village is committed to creating an environment in which facilities for public meetings and general public use are accessible. Furthermore, the Village may provide auxiliary aids and services if necessary and if such reasonable accommodation can be provided without undue hardship to the Village. Disabled persons may request the auxiliary aids and services of their choice, which will be given consideration. Communication of accessibility will be included in Village public announcements.

The Village has a commitment to ensure equal opportunities for disabled Village applicants and employees. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such manner as to prohibit discrimination of disabled applicants and employees. Provided that the accommodation does not cause undue hardship, every reasonable effort will be made to provide reasonable accommodations when requested from an applicant or employee.

Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. Reasonable accommodation will be provided upon request during an application/interview process, provided the accommodation does not cause an undue hardship.

Access to Facilities

The Village strives to ensure reasonable equal opportunities for qualified disabled Village employees. Reasonable efforts will be made to provide an accessible work environment, and additional accommodations, including auxiliary aids and services. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such manner as to prohibit discrimination against disabled employees. All future construction and renovation of Village-owned buildings and facilities will be carried out in accordance with ADA Accessibility Guidelines (ADAAG). In the event an employee feels the Village may have violated employee rights under the ADA, this policy provides a grievance procedure for handling such complaints. Village staff will be trained to ensure that disabled persons may participate in and benefit from Village programs, services, and activities.

1.10 Anti-Discrimination and Anti-Harassment Policy

Village Statement and Philosophy

It is part of the Village's commitment to equality that it promotes a collegial and professional work environment where harassment and discrimination are not tolerated, regardless of color,

race, religion, sex, nationality, citizenship, age, disability, marital status, pregnancy, sexual orientation, military status, genetic information, gender identity, or any other protected identity.

The Village is committed to maintaining a professional work environment in which all individuals are treated with respect and dignity. The Village endeavors to provide a collegial and professional work environment which promotes equal opportunities and prohibits harassing or discriminatory practices based upon color, race, religion, sex, national origin, citizenship, age, disability, marital status, pregnancy, sexual orientation, military status, genetic information, gender identity or expression, or any other category protected by law. In addition, the Village prohibits retaliation against any individual who reports discrimination or harassment or who participates in any investigation of such reports, or who engages in any other activity protected by law. At the Village, harassment or discrimination based on any category protected by law, whether occurring in the office, at work assignments outside the office, at office sponsored social functions, or elsewhere, is unacceptable and will not be tolerated.

In addition to its prohibition on discrimination or harassment based on a protected category, the Village prohibits any "bullying" behavior. The Village defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior has a negative impact the Village's work environment and is unacceptable.

NOTE: Nondiscrimination Regarding Reasonable Accommodations Relating to Pregnancy. The Village makes reasonable accommodations to the known limitations of an employee relating to pregnancy, childbirth, or related medical conditions unless the accommodation would impose an undue hardship on the operation. Employees will only be offered reasonable accommodations through the interactive process and will not be denied employment opportunities based on the need to make reasonable accommodations under these circumstances. An employee will not be required to take leave, whether paid or unpaid, if another reasonable accommodation is available that does not create an undue hardship. Employees who request or use reasonable accommodations for their known limitations relating to pregnancy, childbirth, or related medical conditions will not be subject to retaliation for using or requesting the accommodation.

Definitions and Examples of Prohibited Behaviors

Sexual harassment constitutes discrimination and is prohibited. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual

jokes and innuendos; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail or any other electronic means); and other physical, verbal or visual conduct of a sexual nature.

Harassment or discrimination on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, age, national origin, disability or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities. Harassing conduct includes, but is not limited to: slurs and any other offensive remarks; jokes other verbal, graphic, or physical conduct; leering, making offensive gestures, display objects or pictures, cartoons, or posters degrading a protected category; sexual advances, propositions, or requests; verbal abuse, graphic verbal commentaries or degrading words used to describe an individual's protected category; suggestive or obscene letters, notes or invitations; physical conduct, such as touching, assault, battery, impeding, or blocking movements.

This behavior is unacceptable both in the workplace and by any employee in any setting outside the workplace, including but not limited to other work-related settings such as business trips and business-related social events.

Note: Consenting romantic and sexual relationships between a supervisor and an employee or between employees may lead to unforeseen complications or claims under this policy and are discouraged. A supervisor or an employee, who enters into a romantic or sexual relationship with another employee, where there exists a difference in authority between the persons involved understands that the Village reserves the right to alter the duties of persons engaged in the relationship to diminish the working hours contact, they may have with each other.

Individuals Covered Under This Policy

This policy covers all employees, appointed and elected officials. The Village will not tolerate sexual harassment whether engaged in by employees or supervisors. In addition, the Village will not tolerate harassment or discrimination engaged in by anyone not a supervisor or an employee (e.g., resident, supplier, etc.) to the extent that it affects any employee of the Village. Any supervisor or employee who has been subjected to harassment or discrimination or other violation of this policy, must immediately (within 24 hours) file a complaint with the immediate supervisor, any Department Director, the Human Resources Department, and/or the Village Manager. The Village will investigate any incident of alleged harassment or discrimination by a person who is not a supervisor or an employee of the Village. Such investigation shall be conducted to the extent practicable, and the Village will take any action it deems appropriate after evaluating all the circumstances. Allegations regarding the inappropriate behavior of Village employees or officials will be investigated. The Village requires reporting of all incidents of harassment or

discrimination, regardless of who the offender might be, in accordance with the method set out below.

1.11 Reporting a Complaint

Notification

An individual who believes they have been subjected to harassment or discrimination, or other violation of this policy, must immediately (within 24 hours) report the incident to the supervisor, Human Resources Department, any Department Director, or the Village Manager. In the event an employee complains of an elected official's conduct, the employee must report the conduct to one of the other elected officials and the Village Manager.

When initially reported to the supervisor, the Human Resources Department or a Department Director, the supervisor, Human Resources Department/Department Director must immediately forward a written report of the complaint to the Village Manager for investigation and action. Where the complaint involves the Village Manager, the supervisor, Human Resources Department/Department Director shall forward the written complaint to the Village Attorney's office to obtain direction and assistance. In the event of a complaint about an elected official's conduct, the Village Attorney will be consulted for assistance.

Description Of Misconduct

An accurate record of objectionable behavior is necessary to investigate and resolve a complaint of alleged harassment or discrimination.

All oral reports of harassment or discrimination must be reduced to writing by either the complainant or the individual(s) designated to receive complaints.

Time For Reporting a Complaint

Employees with questions or concerns about any potential discriminatory or harassing conduct or behavior in the workplace are required to immediately (within 24 hours) bring such concerns to the attention of their supervisor(s), the Department Director, the Human Resources Department, and/or the Village Manager. Complaints should initially be made to the employee's immediate supervisor, unless the supervisor is the subject of the complaint, or if the employee is not comfortable making the complaint to that supervisor.

Supervisors and Department Directors receiving a complaint shall immediately (within 24 hours) forward it to the Human Resources Department or the Village Manager. Inappropriate comments or acts of harassment, whether physical or verbal, regarding race, age, color, religion, sex, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law, that interfere with the working environment, or the terms and conditions of employment are specifically prohibited.

Any individual who is found to have engaged in conduct of a harassing or discriminatory nature in the workplace will be disciplined, up to and including termination. This includes, but is not limited to, harassing conduct in the form of unsolicited or unwelcome sexual overtures or physical contact. Such conduct must be reported immediately (within 24 hours) to an employee's supervisor, the Department Director, the Human Resources Department, or the Village Manager.
Protection Against Retaliation

The Village will not retaliate against an individual who makes a report of harassment or discrimination under this policy and strictly prohibits any supervisor or employee from retaliating against a complainant. Retaliation is a very serious violation of this policy and should be reported immediately. Any person found to have retaliated against an individual for reporting harassment or discrimination will be subject to appropriate disciplinary procedures, including termination.

1.12 Confidentiality

Any reported complaint of harassment or discrimination will be promptly investigated. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances, and the extent consistent with the needs of the investigation. Employees should be aware that the Village is obligated to investigate the complaints it receives under this policy. Additionally, the Village cannot grant requests by the reporting employee, or anyone else, that the information received be ignored, be maintained "off the record", or otherwise fail to act upon the information.

1.13 Resolution of Complaint

Upon completing the investigation of a complaint, the investigator will report to the Village Manager. The Village Manager will review the investigation and determine the appropriate action to be taken. The Village Manager or designee will communicate the findings and the resolution to the complainant and alleged offender.

If the Village Manager concurs that the findings support the conclusion that a violation of this policy occurred, the violator(s) will be subject to appropriate disciplinary procedures, including immediate termination. The complainant will be informed of the disciplinary action.

If the Village Manager concurs that the findings do not support a determination that a violation of this policy occurred, this finding will be communicated to the complainant in an appropriately sensitive manner.

If the Village Manager concurs that the investigative findings are inconclusive with respect to a violation of this policy, the Village may take appropriate action to ensure that all involved individuals fully understand the policy and the behaviors prohibited by the policy. Such appropriate action may include, but is not limited to, education, training, and/or disciplinary action up to, and including, immediate termination.

The elected body shall handle the resolution of complaints regarding any of the elected official's conduct.

The actions taken by the Village Manager as a result of the investigation are final.

1.14 Discipline

Individuals found to have engaged in behavior violating this policy, whether or not such behavior constitutes harassment or discrimination as defined by law, will be disciplined, up to and including immediate termination. The discipline or recommendation for discipline will be determined by Human Resources in consultation with the Department Director. In the rare occasion where the Village Manager is found to be the violator, the Village Attorney will consult with the Village Council in accordance with applicable laws to discuss and determine appropriate action. In addressing incidents of harassment or discrimination, the Village may impose oral or written reprimands; referral to counseling, training, or education; withholding of a promotion; demotion; reassignment; temporary suspension without pay; reduction in compensation; limitation on contact between the alleged offender and the complainant; termination; any other corrective action necessary to stop the behavior complained of; or any combination of the above.

1.15 False Accusations

If an investigation results in a finding that the complainant falsely and maliciously accused another of harassment or discrimination, the complainant will be subject to appropriate discipline, as described above, including termination.

1.16 Open Door Policy

The Village of Palm Springs is committed to open communication. The Village wants to ensure that its employees' ideas, suggestions, and concerns are heard by management. It is also the policy of management to attempt to resolve concerns and disputes that may arise between or among fellow employees or between employees and their supervisors. The Village requires employees who have concerns about the workplace to bring such concerns to the attention of their immediate supervisor or Human Resources; if the concern is not addressed satisfactorily, the employee may then raise the concern with the Village Manager. This expectation applies to all employees, whether full-time or part-time, or temporary; however, bargaining unit employees may consult with their designated representative. Employees should feel free to voice ideas, suggestions, questions, concerns, or complaints without fear of reprisal, retribution, or retaliation.

Although the Village has an Open Door Policy, employees are also encouraged to resolve day-to-day issues relating to employment by initially conferring with their immediate supervisor. To the extent the issue, question, or concern is not resolved at that level, employees should then elevate the matter to the next level of management. In this regard, questions, comments, and concerns can be resolved in the most efficient manner at the lowest level of management.

Chapter 2: Recruitment

The Human Resources Department will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal opportunity requirements. All hiring efforts shall be conducted in the spirit of equal employment opportunity.

2.1 Job Posting

The Village of Palm Springs provides employees with an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. The Village will post as follows or as modified by the applicable collective bargaining agreement.

(a) The application period for regular full-time jobs must be open for a minimum of seven (7) calendar days.

(b) Village departments may choose to advertise internally for seven calendar days while simultaneously advertising externally.

Applications

Applications for employment will include an equal opportunity clause, stating the policy of the Village. Employment applications and interviews are the starting point in gathering information about prospective employees. To be considered for employment, a completed employment application must be submitted through the Villages electronic applicant tracking system. All positions require a physical with some requiring fingerprinting and/or drug screen. Any falsification, omission, or misstatement of information on the application or during an interview will subject the employee to discipline up to, and including, termination upon discovery of the falsification, omission, or misstatement. Fraudulent conduct, false statements, or omission of information by an applicant or by others under his or her direction in any application shall be deemed cause for the exclusion of such applicant from employment or for discharge from the Village's employment.

Processing Requests for Job Postings

(a) When a Village position becomes available in a department, the Department Director shall submit a Position Requisition Request to the Human Resources Department for processing through the Villages applicant tracking system.

(b) The department may be asked to assist Human Resources, as necessary, in formulating the job announcement, ads, and in determining special applicant sources.

(c) A determination will be made by Human Resources, in cooperation with the department, whether to accept in-house candidate applications only or whether outside candidates will be considered for employment.

(d) Human Resources will send and post job vacancies to all Village departments. In those cases where outside candidates will be considered the Village may use, for job referral purposes, only those recruitment services which do not discriminate based on race, age, color, religion, sex, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law, in making referrals.

(e) Ads for local newspapers, trade publications, and professional journals will be developed and placed by Human Resources with assistance provided by the department. Funding of all general advertisements will be accomplished through the appropriate Village funds.

(f) Human Resources will screen active application files for possible candidates through the Village's applicant tracking system. Applications are considered active for three (3) calendar months from the date of submission. Qualified candidates will be contacted to determine current interest in Village employment prior to the closing date listed on the employment notice.

(g) The Village does not, under normal circumstances, use the services of any private employment agency, either employer or employee paid. However, such services may be used at the discretion of the Village Manager.

(h) Applications shall be submitted to Human Resources using the Village's applicant tracking system. When the job posting is for a leadership or management level position, a resume must be submitted in addition to the application. In-house candidates interested in applying for another position within the Village should follow procedures as outlined in the regulations on transfers, or promotions.

The applications of all individuals shall be preserved by the Human Resources Department using the applicant tracking system.

(i) No applications for a position shall be accepted after the published closing and/or receipt date. If there are not sufficient qualified candidates at the closing date the position will be re-opened and re-advertised.

(j) Human Resources will refer all qualified applications to the department for final review and scheduling of candidates for interviews by the Department Director.

(k) Applicants may be disqualified for consideration for employment when any one of the following conditions exist:

(1) They do not possess the qualifications for the job.

(2) They have demonstrated an unsatisfactory employment record or personal record as evidenced by information contained on the application form or by the results of a reference check or other pre-employment screening.

(3) They have made false statements of material facts, made material omissions, or practiced deception in their application.

(4) They are physically, mentally, or otherwise unable to perform the essential duties of the position in accordance with State and Federal Laws.

(5) The applicant is not within the legal age limits prescribed by law to perform certain positions.

2.2 Examination and Testing

(a) In its discretion and judgment, the Human Resources Department, in consultation with the Department Director or appropriate Department supervisor, may conduct appropriate validated testing of applicants for certain positions including, but not limited to, typing tests for clerical positions and the use of Excel or other required programs for certain financial/accounting-related positions. Pre-employment examinations may be developed for certain positions based on the position's responsibilities, the qualifications required, and resources available.

(b) An examination may consist of oral interview/application review, a structured questionnaire, practical tests, written tests, in-basket exercise, or assessment center, etc. In all cases, the testing will be job related and designed to determine the candidate's knowledge, skills, and abilities for the position.

(c) As provided by Florida law, examinations and examination comments are confidential and unauthorized disclosure to any candidate is grounds for discipline. In certain situations, outside consultants may be contracted to assist with test development and validation.

(d) The testing process will be administered by the requesting department. The result of any such testing shall be provided to the Department Director or supervisor for consideration during the interview process if a particular applicant is selected for an interview.

(e) The department shall ensure that reasonable accommodations are made in test procedures to assure that qualified individuals with disabilities can be tested in an appropriate manner. The Human Resources Department shall require testing announcements to provide a way an applicant may request reasonable accommodation.

2.3 Interview Process

The employment interview is a part of the selection process. The primary function of the interview is to obtain data or information regarding candidates' knowledge, skills, and abilities not otherwise available through review of resumes or other testing mechanisms.

All Interview Questions must be approved by the Human Resources Director or designee.

2.4 Offer of Employment

(a) A Personnel Action Request Form (PAR) will be completed for a potential hire through the applicant tracking system.

(b) After references are verified and a final employment decision reached, HR shall notify the candidate of his/her selection, make an employment offer, and request that the offer be accepted or rejected within a set number of days.

(c) Offer of employment is conditional upon the results of a physical, drug screen, background and/or psychological examination.

(d) If the offer of employment is rejected, the Department Director will decide whether to hire another candidate or to re-advertise the position vacancy.

(e) Once a candidate accepts the employment offer, all other candidates shall be notified via the electronic applicant tracking system of their non-selection by the Human Resources Department.

2.5 Background Checks

Applicants offered employment will be subject to a background investigation which may include criminal, academic, employment, reference, and credit checks. Background checks and screenings will be conducted in a manner consistent with federal and state law. Additionally, background checks may vary depending on the essential functions and nature of the position. In addition to initial background checks, certain employees who regularly or periodically operate Village vehicles, will be required, as a condition of employment, to provide authorization for the Village to perform periodic checks regarding driving history. Such checks regarding driving history will be conducted in accordance with federal and state law. Employees operating Village vehicles will be required to provide notification of any suspension, revocation, or restriction of their license to the Village within one (1) week of such suspension, revocation, or restrictions. In no event may an employee with a suspended, revoked, or restricted license operate a Village vehicle or a personal vehicle while on Village business. If an employee's position involves driving and the Driver's License is found to have been suspended, expired or revoked, the first offense will incur a three (3) day suspension. If an employee fails to timely report the suspension, expiration or revocation, the first occasion will incur a three (3) day suspension. Subsequent offenses are subject to

termination. Employees may be required to have certain vehicle licenses (e.g., Commercial Driver's License) for certain positions.

2.6 Work Eligibility Verification

The Village is committed to employing only individuals who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Form I-9 at the time the offer of employment is accepted, but no later than the first day of employment. The employee must also provide the supporting documents within three (3) business days of the first day of employment, or as otherwise provided by law. Before commencing work, newly rehired employees must also complete the Form I-9 if the employee did not previously do so, if the prior Form I-9 is more than three (3) years old or if the previous Form I-9 is no longer valid. Rehired employees must also complete Form I-9 upon acceptance of the position and have three (3) business days to provide supporting documentation. Any employee whose immigration employment eligibility status changes at any time during employment must notify the Human Resources Department immediately (within 24 hours) after learning of the eligibility status change.

The Village utilizes E-Verify, which is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, to determine the eligibility of that employee to work in the United States. The Village utilizes E-Verify for all new hires as well as re-hires. New hires must be E-Verified within three (3) business days of beginning employment. If the employee is required to be E-Verified and presents a List B document, the List B document must contain a photograph. The List B photograph is to be compared to the individual during the Form I-9 process. If the employee who is required to be E-Verified chooses to present an Employment Authorization Document (Form I 766), Permanent Resident Card (Form I-551) or U.S. passport/U.S. passport card during the Form I-9 process, the Village must copy such document and keep it with the employee's completed Form I-9. The photo on such document will be compared to a photo displayed by the E-Verify system during the E-Verify process to see if the two photos are reasonably identical.

2.7 Employment of Relatives – Nepotism

The Village complies with Florida law relating to the restriction of employment of relatives. As such, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the Village in which the official is serving or over which the official exercises jurisdiction or control, any individual who is a relative or domestic partner of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position in the Village if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over the Village, who is a relative or domestic partner of the individual or if such appointment, employment, promotion, or advancement is made by a collegial body of which a relative or domestic partner of the individual is a member.

Examples of prohibited situations include, but are not limited to:

(a) One relative or domestic partner would have the authority to supervise, appoint, remove, discipline, or evaluate the performance of the other.

(b) One relative or domestic partner would be responsible for auditing the work of the other.

(c) Other circumstances exist, which would place the relatives in a situation of actual or reasonably foreseeable conflict between the Village's interest and their own.

For purposes of this policy, “public official” means an employee of the Village in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in the Village, including the authority as a member of a collegial body to vote on the appointment, employment, promotion, or advancement of individuals.

For purposes of this policy, a “relative” with respect to a public official, means an individual who is related to the public official as 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, or half-sister.

Domestic partner is an adult, unrelated by blood, with whom an unmarried or separated official or employee has an exclusive committed relationship and maintains a mutual residence.

This policy shall be interpreted and applied in a manner consistent with Section 112.3135, Florida Statutes.

Other circumstances may arise that create an actual conflict of interest, or the appearance of a conflict of interest. In such circumstances, the Village Manager or designee will have ultimate discretion and authority to determine whether a relative’s appointment to a position is appropriate.

Reference: Palm Beach County Code of Ethics

2.8 Limitation on Spouse's Employment Opportunities

The Village does not prohibit spouses from being employed by the Village at the same time. However, when both spouses perform in the same department (i.e., Public Works, Utilities, Police, Library, Planning, Zoning and Building, Human Resources, Administration, Finance, or any other department established by the Village Manager), when necessary, will require one spouse to transfer jobs, when such job is available, or separate employment within sixty (60) days after marriage. When separation is the only reasonable and available option, the employee spouses will be asked to determine, which spouse shall remain employed. When the spouses cannot resolve the

matter, the Village Manager shall make the decision. Such decision shall not be a grievable event under these regulations.

2.9 Employment of Minors

Minors may be employed by the Village in certain non-hazardous positions, subject to affirmative recommendation from the Principal or Guidance Counselor of the minor's school (if under sixteen (16) years old and during school sessions), and upon written approval of the minor's parents or legal guardian. The hiring of minors shall be in compliance with Florida Statutes Chapter 450, as amended from time to time, and other applicable State and Federal laws.

Human Resources must obtain a completed authorization form and obtain necessary signatures from the minor's parent/legal guardian and/or school, as well as obtain photocopies, and maintain accurate records, of the minor's proof of age document.

2.10 Veterans Preference

In accordance with Florida law, the Village provides a Veteran's preference in appointment and retention to qualified Veterans, spouses of veterans, and certain family members.

The following persons shall be eligible to receive preference in appointment and retention in employment:

- A Veteran who served on active duty in any branch of the U.S. Armed Forces, received an honorable discharge, and has established the present existence of a service-connected disability that is compensable under public laws administered by the Department of Veterans Affairs ("DVA");
- A disabled Veteran who is receiving compensation, disability, retirement benefits, or pension, by reason of public laws administered by the DVA and the U.S. Department of Defense;
- The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disablity and who, because of such disability, cannot qualify for employment;
- The spouse of a person missing in action, captured in the line of duty by a hostile force, or forcibly detained or interned in the line of duty by a foreign government or power;
- Wartime Veterans as defined under Fla. Stat. § 1.01(14) who served at least one (1) day during a wartime period (Please note: active duty training does not qualify under this provision);
- An unremarried widow or widower of a Veteran who died of a service-connected disability;
- The mother, father, legal guardian, or unremarried widow or widower of a member of the U.S. Armed Forces who died in the line of duty under combat-related conditions, as verified by the U.S. Department of Defense;
- Current members of any Reserve compontent of the U.S. Armed Forces or the Florida National Guard.

When Veteran's preference positions are posted, the Village will provide notice in all announcements and advertisements of vacancies in covered positions that preference in initial appointment will be given to eligible individuals and will inform them of the right to an investigation by the Department of Veteran's Affairs if a non-preference eligible applicant is appointed to a position, the time limits for requesting such investigation, and the address to which the request for an investigation should be sent.

The Village's application for positions covered by the Veteran's preference laws will inquire as to whether the applicant is claiming Veterans' preference.

The Village will maintain records which document the manner of the selection and the propriety of the selection process and decision in accordance with federal and state laws.

Certain positions are not covered by Veteran's preference. Veteran's preference is not provided with respect to Village positions which are filled by officers elected by popular vote or persons appointed to fill vacancies in such offices and the personal secretary of each such officer, members of boards and commissions, persons employed on a temporary basis without benefits.

Preference in appointment and employment requires that a preferred applicant be given special consideration at each step of the employment selection process, but does not require the employment of a preferred applicant over a non-preferred applicant who is the most qualified applicant for the position.

Granting of an interview is one example of the type of special consideration which may be given to a preferred applicant. If, at any stage of the hiring process, a preference-eligible Veteran meets minimum qualifications for an open position, then they will advance to the next step in the Village's selection process. If, at any step in the selection process, a determination is made that the Veteran is not qualified to advance to a subsequent step in the selection process, such determination will receive a review at a higher level of management having authority to overturn the initial determination, to ensure whether the determination was correct.

In the event State or local Veterans preference laws and regulations are amended, such applicable amendments will control.

2.11 Appointment

The Village Manager has the authority to appoint, suspend, or remove all Village employees. The Village Manager may authorize a subordinate to exercise such powers with respect to that subordinate's department.

2.12 Application and Relocation Expenses

Unless approved by the Village Manager, the Village does **not** reimburse any applicant for travel costs in conjunction with the hiring process. Relocation costs are paid in full by the employee

unless otherwise budgeted and approved by the Village Manager. The applicant should be advised of this policy by the Department Director before reporting for the interview.

2.13 Employee Onboarding and Orientation

Each new employee of the Village shall report to the Human Resources Department in Village Hall at the beginning of their first day of work for general orientation.

Forms

Human Resources will distribute and explain the various enrollments forms, etc. that must be completed by the employee.

Benefits and Regulations

Each new employee will be provided with information on employee benefits, Village Employment Regulations and operations.

Additional Information

The new hire's department shall provide additional information to each new employee, including:

(1) Review work standards and regulations
(2) Hours of work, time keeping, leave requests through the Villages electronic timekeeping system
(3) Duties of the position
(4) Safety rules and procedures, location of safety or protective equipment
(5) Tour of the work area, including location of equipment, supplies, etc.
(6) Introduction to co-workers
(7) Schedule for lunch and breaks
(8) When and whom to report absence from work
(9) Who is responsible for performance planning and review

2.14 Position Job Descriptions

Maintenance of Descriptions

All position descriptions and job specifications for Village employees shall be maintained by the Human Resources Department. The Human Resources Director develops in consulation with the Department Director job descriptions and classifications.

The position descriptions may include: Class Title, Department Division, Effective Date, Bargaining Unit, General Purpose, Supervision Received, Supervision Exercised, Examples of Duties, Minimum Qualifications, Special Requirements, Selection Guidelines, and Approval Signatures.

No Employment Agreements

The position description does not constitute an employment agreement between the Village and the employee and is subject to change as the needs of the Village and the requirements of the job change.

Duties

Examples of duties listed in the position description are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position, if the work is similarly related or a logical assignment to the position.

Personnel Files

Each employee's current position description is maintained as part of his/her personnel file. Additional copies of position descriptions may be requested through the Department Director.

Updates and Revisions

Updates or revisions to position descriptions will be made in accordance with Administrative Policy, or as otherwise required by the Village Manager, in his or her sole discretion and with or without notice to employees. Human Resources will work with Department Directors when making updates and/or revisions to job descriptions.

Chapter 3: Employment and Performance Reviews

Where it is determined by the Village Manager that a position should be created that was not presented and approved by the Village Council through the budget process, the Village Manager shall obtain approval from the Village Council to add a position to the classification plan. However, the Village Manager has the authority to create temporary positions for a maximum period of six (6) months without prior approval of the Village Council, subject to funding in the budget, where the Village Manager determines it is in the best interest of the Village.

3.1 Types of Employees

Probationary Employee

All Village employees are "at will" employees and shall serve a defined probationary period of six (6) months. Unless otherwise provided for in a collective bargaining agreement, the probation period may be extended after a recommendation from the Department Director through the Human Resources Director and Village Manager for an additional period of up to three (3) months. The employee may receive a review of his job performance at any time but no less frequently than upon the completion of the first three (3) months of employment. The probation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. As during regular employment, the Village reserves the right to terminate the probationary employee's service with or without a stated reason during the established probationary period; however, Village employees remain "at will" employees even after probation, and all throughout their employment with the Village.

If a probationary employee is unable to perform the work required, the person shall be terminated as early as possible. Probationary employees who fail to meet the Village's expectations and are separated from employment shall be notified of the termination in writing by the Department Director at any time during the probationary period and a copy of said notification shall be retained in the personnel files. If an employee is terminated during probation time (6 months), they are not eligible for Personal Leave Time (PLT) payment.

At the end of the probation period, the employee is evaluated and provided with written documentation of progress. Informal evaluations may be conducted during the probationary period to assess performance and to advise employees of expectations regarding performance. Significant job deficiency(ies) shall be documented in the employee's personnel file.

If the employee successfully completes the probationary period, they shall be informed. This will be accomplished by the Village upon the recommendation of the appropriate Department Director.

Regular Full-Time Employee

An employee who has successfully completed the probationary period, is assigned to a position which is expected to continue for an indefinite duration and works a schedule which normally totals 2,080 hours per year or 2,184 hours per year for Police Department sworn police officers. Non-exempt employees in this category shall be eligible for overtime compensation as provided herein.

Part time employe

An employee who has successfully completed the probationary period, is assigned a position that regularly works fewer than thirty (30) hours per week on a continuous basis throughout the year. Except as otherwise stated, employees regularly working less than thirty (30) hours per week are not eligible for benefits. Regular part-time employees are enrolled into the Florida Retirement System (FRS). Part-time employees receive no fringe benefits or paid time off.

Temporary Employees

An employee whose work assignment is limited in duration to six (6) months or less and works an agreed upon schedule. Temporary employees are not permanent, receive no fringe benefits or paid time off, and the hours worked are based on the area of need. Temporary employees receive no fringe benefits or paid time off. Temporary employees can be hired through a staffing agency. The process is completed and approved through the Human Resources Department.

Casual On-Call Employee

An employee who is on call to work at unscheduled dates and time. Casual employees, receive no fringe benefits or paid time off. On call employees are not eligible for FRS.

Seasonal Employees

An employee who works on a temporary basis to meet the needs of the Village during a certain period of time period - for the season but don't have benefits because they are seasonal (i.e., Camp employees). Seasonal employees, receive no fringe benefits or paid time off. Seasonal employees are not eligible for FRS.

Student Intern Employees

An employee who is regularly enrolled as a student in a recognized educational institution and is assigned to a full time, on-call, or casual position which, in the case of post-secondary students, is related to the student's course of study, and which will continue for no longer than the current semester or term at the student's school; provided, however, that subsequent work assignments may be made for the same student for periods which correspond to the student's semester or term. All Student intern funds must be available in the budget.

3.2 Personal Leave and Leave Eligibility

After six (6) months from the date of hire and at the conclusion of the probationary period employees become eligible for personal leave and other appropriate leaves accrued retroactive to the person's beginning date of employment.

If a situation arises during the first six (6) months of an employee's probationary period which requires a leave of absence, such time off, if granted will not be considered as time worked, unless required by law. Time used prior to the end of the probationary period will be unpaid leave unless it is an extenuating circumstance and must be approved by the Human Resources Director after consulting with the Department Director.

3.3 Benefit Eligibility

Employees classified as regular full-time employees shall receive all employee benefits provided by the Village the 1st of the month after 60 days of employment.

All positions other than regular full-time shall not be eligible for any benefits unless required by law.

If an employee is transferred or promoted, they remain eligible for all fringe benefits included with the previous position during the probation period for the transfer or promotion.

3.4 Performance and Evaluations

Demotion and Possibility of Discharge

If a transferred or promoted employee fails to achieve satisfactory performance in the new position, they will be given priority for the first position opening similar to the one previously held if the employee's performance in the previous position was satisfactory. If an employee had not performed satisfactorily in the previous position, the employee may be terminated from Village employment.

3.5 General Purpose for Evaluations

The functions of the employee performance evaluation are: to provide all employees, especially introductory employees, with timely reports of their progress and allow for correction of deficiencies; to provide all employees with positive recognition of strengths and special abilities and an opportunity to improve deficiencies: to provide an ongoing performance record which may become part of documentation used in making personnel actions; to provide employees with an opportunity to discuss ways and means for improvement; and to cause current job descriptions to be formulated and/or maintained.

Annual Evaluation of Personnel

All Village employees shall be evaluated at least once a year. Department Directors may choose to evaluate employees more often.

Pay Increases, Effective Date

Annual evaluations will be completed corresponding with the employee's original hire date. Pay increases will become effective the first full pay period following the evaluation date. To be eligible for an increase employees must have a satisfactory job performance based on evaluation. Employees hired before October 1, 2021, may have a different evaluation date other than their original hire date. If an employee is going from a Part-time to Full Time position the effective date for the full-time position will become the anniversary date.

3.6 Performance Evaluation Process

The Department Director or designated supervisor shall complete an Employee Performance Evaluation Form. When the evaluation is completed, the employee, supervisor, and Department Director shall meet to discuss the evaluation including, but not limited to, the relationship between the employee's performance of the job and the description of the job itself. They shall strive to reach a consensus. If there is a disagreement, or consensus is not achieved, the supervisor's comments shall take priority and the employee may, if they wish, respond in writing, and attach it to the form before it is forwarded for final review and filing. The supervisor signs the completed form and sends it to the Department Director (if other than the supervisor completing the evaluation) for review and comment and signature.

It is then returned to the supervisor who then allows the employee to read the completed form and sign it. The fully executed employee performance evaluation report shall be forwarded to the Village Manager for review and approval. Once approved by the Village Manager, the evaluation report shall be placed in the personnel file and will remain filed for the length of time required by law or policy.

The Village may amend the program for evaluating the work performance of its employees from time to time.

3.7 Unsatisfactory Performance

Employees who fail to perform at a satisfactory level shall be subject to disciplinary action up to, and including, termination. The Village may also place an employee on a Performance Improvement Plan (described below), which may include an additional period of probation.

3.8 Performance Improvement Plans

Employees who fail to meet a satisfactory performance standard in any one or more area(s) may be placed on a Performance Improvement Plan, which may also include an additional period of probation. Generally, Performance Improvement Plans are implemented for a 30–90-day period, depending on the nature of the performance issue(s). Employees placed on Performance Improvement Plans are expected to demonstrate immediate and sustained improvement of performance. All employees placed on a Performance Improvement Plan are subject to termination, transfer, extended probation, or demotion for failing to meet any requirement of the plan. Employees on a Performance Improvement Plan are also subject to termination, transfer, extended probation, or demotion for violating work rules, or engaging in inappropriate or unbecoming conduct during the Plan. Performance Improvement Plans must be reviewed and approved by the Human Resources Director prior to issuing to employee. Importantly, Department Directors, with the approval of the Village Manager and in consultation with the Human Resources Director, reserve the right to terminate an employee, at any time (including during or after the completion of a Performance Improvement Plan).

3.9 Promotions

Position Posting

All openings for Village positions may be posted both internally and externally at each Village facility.

The Village seeks to fill all vacant positions with qualified Village employees following a policy of upward mobility whenever possible. Employees are encouraged to apply for any vacancy for which they may qualify in accordance with these regulations.

Time Before Promotion or Transfer

Employees are expected to pass their probationary period before being considered for a promotion or transfer. This regulation may be waived by the Village Manager for good cause.

Selection Criteria

Selection of an employee for a promotion (or lateral transfer) is based on previous work performance, education, training, knowledge of the job duties, as well as time in service.

Dispensing of Selection Process

In cases where only one (1) employee applies for a position and the person's abilities and qualifications are known to the hiring department, the formal selection process may be waived by the Village Manager.

Promotion Offers and Appointments

No offer of promotion may be made to any employee prior to completion of the recruitment and selection process. Temporary assignments may be made by a Department Director for a specified time or assignment, upon approval of the Village Manager. Such appointments are made on "acting" basis and the employee shall return to his or her regular position upon completion of the assignment. The actual compensation for "acting" appointments shall be set by the Department Director in consultation with the Human Resources Director and with approval of the Village Manager. See Collective Bargaining Agreements for more information.

Compensation Increase

Whenever an employee is promoted to a higher position, or whenever an employee's position is upgraded, said employee will enter the new grade/position at the entry level salary or pay rate of the new position. In the event the minimum salary amount or pay rate of the new or upgraded position does not provide a compensation increase of 4% or more, the employee shall receive the minimum of 4%. The new salary amount or pay rate, upon promotion, shall not exceed the maximum of the new pay range.

Probation Period upon Promotion

Employees promoted will be subject to the standard probation period for the new position which is ninety (90) days. Those who fail the probationary period may re-assume any prior appointment held prior to the promotion unless that position has been filled or for other reason within the discretion of the Village Manager.

Members of collective bargaining units should refer to their collective bargaining agreement for specific promotional policies.

3.10 Transfers

Position Posting

All openings for Village positions will be posted both internally and externally at each Village facility.

Application and Procedure for Transfers

Any current employee interested in applying for a lateral transfer must complete an internal application through the Village's applicant tracking system.

If the employee meets the stated requirements for the position, they will proceed through the regular hiring procedures with all other applicants as described in these regulations. Transfers are made only when the Village's service will benefit. Generally, employees are expected to serve in their current position for at least six (6) months before being considered for promotions or transfers. Current Village employees will be given priority to fill open positions subject to applicable laws.

(a) The personnel file of the transfer applicant will be made available to the Department Director responsible for filling the open position.

(b) If the current employee is selected, his/her Department Director will be advised prior to the offer being made to the employee.

(c) If the employee accepts the position, the employee's current and future Department Director, along with the employee, will reach an agreement on a transfer date. In the event a satisfactory agreement cannot be reached on this matter, the Human Resources Director shall establish a transfer date.

Compensation

Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment, and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held shall be considered promotion or demotion.

Probation Period

Transfer employees will serve a probation period of (6) six months in the new position. Promoted employees will serve a probationary period of 90 days.

Benefits

If the position to which an employee transfers carries benefits different from those of the previous position, the benefits of the new position apply retroactively to the date of transfer upon successful completion of the new probation period. Any exceptions must be stated in writing and be authorized by the Village Manager.

3.11 Demotions

Effects of Demotion

An employee reassigned to a position in a lower classification regardless of the reason (disciplinary, voluntary, in lieu of layoff, for reasons of disability or incapacity, department reorganization, etc.) may receive a reduction in pay commensurate with the nature of the demotion as determined by the Department Director in consultation with Human Resources. No employee

may be demoted to a position for which they do not possess the minimum qualifications. All demoted employees shall be subject to a six (6) month probationary period for the position to which demoted. Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification. Any employee who voluntarily requests a demotion to a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower classification.

Notification

An employee being demoted shall generally be notified two (2) weeks prior to the demotion, except in situations where prompt action is necessary in the Village's sole discretion.

Demotion in Lieu of Layoff

An employee may be demoted rather than laid off. When demoted in lieu of layoff, an employee is eligible for reinstatement to the former position when the former position becomes available.

3.12 Personnel Records

The Village maintains personnel records and files for each employee and tracks employee-related information for internal business purposes, to comply with applicable laws, to administer the Village's employment and benefits programs, and to comply with Florida's Public Records law. In this regard, unless information is exempt or confidential under Florida law, employment records are subject to public disclosure requirements of the Florida Public Records Act. Employees wishing to review their personnel file may do so by requesting an appointment with the Human Resources Department. A representative from the Human Resources Department will be present during such review. Employees may also obtain copies of personnel file materials in accordance with the Village's public records policy.

All employee information must be kept current. Employees must provide notification, in writing, to the Human Resources Department immediately following any change of the information below but no later than seven (7) calendar days after such change.

- Name, address, telephone number, or email address.
- Emergency contact information.
- Marital status (for insurance and COBRA purposes).
- Dependent status (for income tax withholding and insurance purposes).
- Beneficiary information (for life insurance purposes).
- Bank account information (for direct deposit purposes).

Employees should be aware that because most information contained in a personnel file is not exempt or confidential under Florida's public records law, personnel file materials will be made available for review by the public upon receipt of a public records request. Exempt and confidential information will be redacted prior to the release of records. Such requests, whether they are made in verbal or written form, must be directed to the Village Clerk for prompt processing.

Separate personnel files shall not be maintained by individual Department Directors. The only exception to this policy is for the Police Department which may maintain separate internal affairs investigation files, pursuant to law.

3.13 Inspection and Copying of Records

The Village of Palm Springs shall respect the personal nature of employment information to the greatest extent possible and will not arbitrarily or capriciously disclose information without a proper and lawful public records request. It is the policy of the Village to routinely provide only the following information to prospective employers regarding Village employees:

- Job title and department; and
- Dates of employment

On a routine basis, access to information contained in the personnel file will be limited to the employee, the Village Manager, and his or her staff, an employee's supervisors or Department Director, Human Resources, and the Village Attorney. Files pertaining to employees who are transferred from one department to another may be reviewed by the prospective gaining Department Director.

Each employee file will contain an entry log for recording every person's access to the records and purpose.

3.14 Employee Identification Badges

The Village shall issue an employee identification badge to each employee. At a minimum, the badge shall contain the following information: color photo, employee name, position, and department. The employee identification card shall be processed by the Human Resources Department. Each employee is responsible for protecting their identification badge from loss, theft, or misuse.

Should an identification badge suffer loss, damage or destruction, such loss, damage, or destruction must be immediately reported to the employee's supervisor, Department Director, and the Human Resources Department. It shall be each employee's responsibility to ensure accurate and timely updates of information contained on the employee identification badge. All requests for re-issuance of employee identification badges shall be made by the employee to the employee's supervisor, Department Director, and the Human Resources Department. Inaccurate or damaged identification badges shall be returned to the Human Resources Department before issuance of a new badge.

Employees are required to wear the Village issued photo identification badge at all times while in the workplace or off premises when conducting official business on behalf of the Village. The badge shall be worn on a blouse, shirt, jacket, or top of the uniform or apparel, worn with the right side up so that it can easily be read, and displayed within 12 inches of the face. The badge shall be

used as identification, if requested by a member of the public or another Village employee. Unauthorized or inappropriate use of the employee identification badge is prohibited and will result in disciplinary action. Employees who's uniform clearly identifies their name are not required to wear their badge (i.e., Police Officers).

Employee identification badges remain the property of the Village and shall be returned to The Human Resources Department upon termination or suspension of employment, or upon request by the employee's Department Director or the Village Manager.

Chapter 4: Separation from Employment

4.1 Retirement

Retirement is voluntary termination after having satisfied the age and length of employment requirements of the applicable Pension Plan procedures for applying for retirement benefits.

4.2 Resignation

Resignation is voluntary termination for any reason other than retirement. An employee wanting to leave the Village in good standing shall provide a written resignation to his/her immediate supervisor at least fourteen (14) calendar days prior to the effective date of resignation. The resignation letter should include the reason for leaving as well as the proposed effective date. Two weeks' notice is understood to mean that the resigning employee will be available for work during this time to aid in the training of a replacement. Exceptions to the time limit requirement may be granted by the Village Manager, at the Village Manager's sole discretion.

4.3 Discharge

Discharge is involuntary termination of an employee by the Village and shall occur only upon the written approval of the Village Manager.

4.4 Probationary Discharge

Probationary Discharge is involuntary termination of an employee during an established probationary period. A probationary discharge shall occur only upon the recommendation/approval of the Department Director in collaboration with the Human Resources Director.

4.5 Layoff

Layoff is discharge of an employee by the Village for lack of work, lack of funds, reduction in force (RIF), or elimination or consolidation of positions. Reasonable effort will be made for transfers to other departments when a position is open for which the employee qualifies. When the Village is able to recall employees from layoff or fill regular job vacancies during a layoff, the Village shall give equal consideration of the interested employee's ability to satisfactorily perform

the position and the employee's length of continuous service with the Village in the position classification, unless a collective bargaining agreement provides otherwise. In applying this provision, where qualifications, experience and performance are equal, seniority shall govern. The Village shall provide an employee with at least two (2) weeks advance notification prior to layoff, or the length of time required by law in those circumstances, except in case of emergency. An employee on layoff must keep the Human Resources Department informed of his/her address and telephone number where they can be contacted and shall notify the Human Resources Department upon accepting substitute employment.

4.6 Recall obligation

If the Village is unable to contact the employee within seven (7) calendar days, at the employee's last known address or telephone number, the Village's obligation to recall the employee shall cease. The Village shall have no obligation to recall an employee after they has been on continuous layoff for a period which exceeds one (1) year. After recall, should an employee not return to work within ten (10) days, when recalled, the Village shall have no further obligation to recall that employee.

4.7 Discontinued Position

From time to time, it may be necessary to reorganize the workforce by eliminating and/or combining positions. If such reorganization occurs where an employee's position is eliminated and/or combined with another to create a new position, the Village will attempt to provide advanced notice of the reorganization. All efforts will be made to provide two (2) weeks advanced notification.

4.8 Exit Interview

Human Resources will offer to schedule an exit interview for each employee with the Human Resources Department prior to the employee's last day of employment. Temporary employees are not required and usually do not participate in the Exit Interview process, unless same is requested by the employee to further improve or enhance present employment conditions.

Copies of the completed Exit Interview will be furnished to the Village Manager and the appropriate Department Director and immediate supervisor. The Department Director or employee's supervisor may respond to statements made in the Exit Interview in writing. The response, if made, will be reviewed by the Village Manager, and filed together with the Exit Interview report. The Exit Interview shall be maintained in the employee's official personnel file.

4.9 Compensation

Employees shall receive pay for work performed through the last hour worked and for unused benefits as stipulated by policy and laws governing such payments. Plus, compensation time and Personal Leave Time (if they have been working for more than 6 months).

4.10 Pay Deductions

Termination pay shall be reduced by any authorized legal deductions; authorized pension plan; credit union, tax sheltered annuity; union dues; and any other amounts specifically agreed upon orally or in writing by the employee and the Village. The employee shall be responsible for deductions pertaining to health and dental through the end of the month. If the employee does not want insurance coverage for the remainder of the month coverage will cease the last day of employment.

4.11 Return of Village Property

Before the final paycheck is issued to the employee, the employee shall be required to turn in all Village property in his/her possession such as, all records, books, assets, uniforms, keys, tools, access badges, and passwords. The supervisor or Department Director is responsible for completing a termination checklist which ensures all appropriate items have been returned, inventoried, and receipted. The form will be submitted to Humans Resources. Failure of the terminating employee to return property will result in a deduction from final pay of non-exempt employees for the fair market value of such property, in accordance with applicable wage and hour laws. Failure of an exempt employee to return property shall be handled in accordance with applicable law.

4.12 Termination Date

The official date of termination will be the last full day the employee reports for work or is on approved leave.

4.13 Re-employment

Any former employee who resigned from the Village may be eligible for re-employment, so long as they provided the proper fourteen (14) days' notice as required in these policies. Eligibility for re-employment does not guarantee the former employee will be re-hired. It simply allows for the opportunity to apply and be considered for the position. The Village retains the right to hire the most qualified applicants.

Application

Persons interested in re-employment shall complete a new Village application through the Village's applicant tracking system to the Human Resources Department. The individual will then proceed through the regular hiring process.

Pay

An individual re-employed in his/her former position may be paid the same pay rate at the time they left the Village, provided however, that the re-employment is within one (1) year of the previous resignation. The compensation of an employee re-hired to a position other than the former

position will be subject to pay provisions for new hires. The accrual rate for the rehired employee will start over.

Pension Plan

Any individual re-employed shall be enrolled into the Florida Retirement System in accordance with the terms of the plan.

Personnel File

The individual's previous personnel file will be re-activated once re-employed by the Village, provided re-employment is within seven (7) years after the original resignation.

New Probationary Period

All individuals re-employed by the Village must complete a new probationary period of six (6) months.

Chapter 5: Hours of Work, Attendance, and Appearance

5.1 Working Hours

The Village of Palm Springs administrative offices are open Monday through Friday, except for Village observed holidays. Hours of operation vary by department. Working time does not include meal periods. Exceptions to the above schedule may be requested by a Department Director and established by the Village Manager in accordance with the special requirements of the respective Departments. Furthermore, the Village Manager may propose hours of work other than those specified, if necessary.

Subject to workload and the operational needs of the Village and its Departments, employees will generally be provided a meal period of at least thirty (30) minutes. Such meal break will be scheduled at the discretion of the Department Director. Non-exempt employees are prohibited from performing any work during bona fide meal periods. Non-exempt employees directed to perform work during their meal break should report such issue to Human Resources immediately (within 24 hours).

5.2 Breaks

The Village may provide employees a rest period of not more than fifteen (15) minutes, on the Village's time, for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. Employees are generally not required to work more than four (4) hours without a rest period. (Lunch is considered a rest period.) All rest breaks and meal breaks shall be arranged by the employee at the discretion of his/her supervisor.

The Village will provide a reasonable break time for an employee to express breast milk for the employee's nursing child for one (1) year after the child's birth each time the employee has need to express the milk. The Village will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Nursing breaks are not compensable (paid) breaks unless the employee is completely relieved of duty during the entirety of the break. Any employee who does not believe they have been provided reasonable break time or location for expressing breast milk under this provision must notify Human Resources immediately. Human Resources will provide a response and/or correction within 10 calendar days.

5.3 Reporting for Work

Employees shall report promptly to their designated work location and shall devote their entire efforts during working hours to assigned duties. In the event that an employee is unable to report for work as scheduled, the employee should notify the supervisor one (1) hour prior to the designated starting time daily, unless the employee is experiencing a bona fide health or family emergency (in which case the employee should notify the Department Director or supervisor as soon as possible under the circumstances). Such notification should be conducted in accordance with the directions provided by the Department Director or appropriate supervisor.

Failure to notify the Department Director or supervisor as provided herein may result in denial of the use of accrued leave for that day's absence or disciplinary action, in accordance with applicable law. Nothing in this section is intended to infringe upon or eliminate any rights an employee may have under the Family and Medical Leave Act.

Advance notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected, when possible. Notice shall be given to the employee's immediate supervisor. Tardiness, without notice, of more than fifteen (15) minutes shall constitute an unexcused absence for the duration of the tardiness and employees shall not be permitted to use Paid Leave Time to cover the absence. Tardiness must be made up during the pay period in which it occurs, or non-exempt employees shall not receive pay for time missed involved. Notification by another employee, friend, or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.

5.4 Absence without Leave

Unauthorized and unreported absences may be considered absences without leave and may constitute grounds for disciplinary action, up to and including termination of employment. Failure to report to work without notice for three (3) consecutive days will generally be considered job abandonment and the employee will be terminated.

5.5 Attendance

Daily attendance records shall be maintained using the Villages electronic time keeping system by each department, including date and time of employee absence and reason for absence.

Attendance shall be a consideration in determining promotions, transfers, satisfactory completion of probationary periods, and continued employment with the Village. Frequent tardiness or other attendance irregularities shall be cause for disciplinary action. With the exception of PBA employees (until otherwise determine), the rest of the employees must use the electronic time keeping software to record their attendance.

5.6 Personal Appearance

The Village of Palm Springs considers proper dress, personal appearance, personal cleanliness, and safety, a part of each employee's job and shall be consistent with assigned duties and responsibilities. Clothing shall be businesslike and shall be maintained in good repair, clean, and pressed. An effective dress and grooming policy will contribute to creating a positive public image, establishing a consistent identity for customers, and setting a positive and professional tone for the workplace. The Village's policy is set forth below:

While the Village does not require uniforms for office staff in the workplace, it is recommended that a combination of Village issued tops be used in combination with personal clothing. Office personnel shall dress in appropriate, professional attire that is not too tight, too loose, sloppy, or too short and present themselves in a professional manner when on the job. Specific departmental policies related to dress and appearance must be approved by the Human Resources Director in consultation with the Village Manager.

Office Environment - Men	
Acceptable	**Not Acceptable**
Dress Pants, Dockers/Chinos	Jeans, Shorts, Cotton or Nylon Sweatpants, Athletic Attire
Dress Shirt with tie, Collared Shirt, Polo Type Shirt, or Village Issued Shirts,	Sweatshirts, T-Shirts, see-through garments
Loafers, Lace-up Shoes	Flip Flops, Thong Shoes, Hiking Boots or Hiking Sandals, Athletic Shoes Beach sandals, Gym/Tennis shoes

Office Environment - Women	
Acceptable	**Not Acceptable**
*Dress Pants, Dockers/Chinos, Skirts, Dresses, Mid-Calf Capri's/Crops, Leggings with a tunic or shirt covering to at least mid-thigh	Jeans, Shorts, Sweatpants, Athletic Attire, Casual Shorts, Stirrup Pants, Biker shorts

*Blouses, Sweaters, Polo Shirts, Jackets, or Village Issued Shirts, Business appropriate sleeveless blouse	Tank Tops, Sweatshirts, T-Shirts, Halter Tops, Spaghetti-strap Tops, see-through garments
*Dress Shoes with or without Heel, Loafers, Mules, Open Toed Shoes, Boots, Dress Sandals	Flip Flops, Thong Shoes, Hiking Boots or Hiking Sandals, Athletic Shoes Beach sandals, Gym/Tennis shoes

FRIDAYS – Jeans may be worn, except ones that show holes. Athletic shoes are permitted. Please note if professional meetings are held on Friday jeans are not permitted.

*Dresses and Skirts - Dresses and skirts at or below the knee are acceptable. Dresses and Skirts that do not allow the employee to bend, lift, squat, and reach without revealing underwear, under garments or outlines of under-garments are not acceptable.

*Shoes - Business appropriate, such as open and closed-toe shoes, pumps, oxfords, penny-loafers, and flats, are acceptable.

Personal hygiene - An employee's personal grooming and hygiene should reflect a clean and neat appearance without offensive or overwhelming odors.

Piercings - Piercings, other than the ear, will need to be removed (ex. Nose rings, eyebrow rings, lip/tongue rings are not acceptable.)

Any employee who requires an exception to the Dress Code based on a bona fide religious belief, ethnicity, gender identity or expression, or disability, should contact the Human Resources Department to request a reasonable accommodation. The Village will undertake to make reasonable accommodations for individuals with sincerely held religious beliefs, as well as for individuals with disabilities, as appropriate, unless doing so would create an undue hardship.

Employees reporting to work wearing clothing that is deemed to be non-compliant with a smart casual standard or in violation of this policy, will be required to clock-out and go home to change and may face disciplinary action. An employee will be considered “off the clock” when sent home in violation of this policy. Department Directors may modify the dress standard from time to time to accommodate special work projects, outside activities or department internal projects, and temporarily authorize alternate clothing that is task specific. The Department Director and Human Resources Director shall make the final determination in questionable situations.

The Department Director, Human Resources Director, and Village Manager may make exceptions to the dress code policy for special days, such as holidays or special occasions. Exceptions shall be considered regarding specific job duties and responsibilities but shall always follow the rule of business necessity. Employees may be allowed to “dress down” with Director’s approval when working on temporary projects or assignments, *i.e.,* moving of an office.

Effective Date: October 1996
Revisions: 2008, 9/2023, 9/2025

Department Directors and all supervisors and managers shall be responsible for the dress code compliance of their respective departments. Open communication is the key to consistent enforcement of the dress code policy.

Chapter 6: Electronic and Other Communications

6.1 Internet/Intranet/E-Mail/Devices

The Village of Palm Springs Internet, Intranet, Electronic Mail systems, and devices are intended to facilitate Village business objectives and communication among employees, customers, and other governmental and business associates for messages, memoranda, research, or other work-related tasks. The below provides general information. For specifics, please see the IT user policy.

The Internet, Intranet, E-mail systems, and devices are Village property and are intended for Village business. The systems and devices are not to be used for employee personal reasons or personal gain or to access, support, or advocate non-Village related business or purposes. All data and/or electronic messages created, received, or transmitted within the system or device are the property of Village of Palm Springs. E-mail messages may need to be retained as public records depending on their content if so, the Department of State Records retention schedules shall apply. These public records need to be retained by and made available to the public when requested. Failure to retain such information may result in disciplinary action, including dismissal from employment.

In addition, the Village, through its managers and supervisors will review the contents of any employee's Internet/Intranet/E-mail communications when necessary for Village business purposes. However, employees may not intentionally intercept, eavesdrop, record, read, alter, or receive other persons' Internet/Intranet/E-mail messages without proper authorization. Employees who misuse Internet/Intranet/E-mail/Device privileges shall be subject to discipline up to and including termination.

All Department Directors are responsible for the implementation and adherence of this policy within their department. Department Directors (or their designees) are encouraged to work with their entire staff toward that end. In the event that any Department policy contradicts this policy, this policy shall govern.

6.2 Prohibited Uses

The Village's Internet/Intranet/E-Mail systems and devices shall not be used to create, access, or transmit any offensive, inappropriate, or disruptive messages or data. Examples of messages or data which are considered offensive, inappropriate, or disruptive include any message, video, or data which contain sexual implications, pornography, racial slurs, gender specific content, or any other comment that offensively or inappropriately addresses someone's age, sexual orientation, religious or political beliefs, national origin, gender identity or expression, genetic information, or disability, pregnancy, or any other category protected by federal, state, or local law. Employees

are also prohibited from using the Village's Internet/Intranet/E-Mail systems and/or devices to engage in inappropriate workplace behavior, such as online dating or gambling.

Incidental and occasional personal use of Village systems and devices is permitted, but information and messages stored in the Village's systems and devices will be treated as business-related and may be viewed by the Village at any time with or without prior notice.

All users of the Internet/Intranet/E-Mail systems and devices are subject to discipline pursuant to the Village of Palm Springs Employment Personnel Policies, Regulations, and Handbook and all applicable state, federal, and local laws.

6.3 Social Networking, Social Media, and Blogging

The Village is committed to continuously enhancing communications methods to reach Village residents and business owners. We realize a growing number of residents use Social Media to receive and share information. Social Media can be used effectively to keep the public informed of Village events, activities, and services. The Village will utilize Social Media platforms including but not limited to Facebook, Twitter, Instagram, Linked In, Next Door, and YouTube to provide information to the public in a safe and respectful manner. This will provide optimal customer service while providing outreach to the community.

The Village has established a standard policy for communication on Social Media platforms. This policy provides guidance and information related to the Village and employees' use of Social Media and maintain the integrity of the Village's presence on Social Media.

SCOPE AND APPLICABILITY

This policy applies to all Village employees, departments, and contracted entities and anyone acting on behalf of, appearing to act on behalf of, or in the name of the Village that distributes information on behalf of the Village while engaging in any Social Media activities implied or directed. Additionally, the Village recognizes that many Village employees use Social Media in their personal lives, and this policy provides guidelines for communicating on Social Media sites as a private citizen.

Commented [U11]: Policies applicable to the public should not be in the personnel policies. Recommend separating those provisions.

DEFINITIONS

Social Media for the purposes of this policy are various forms of internet-based user-created content tools, such as social networks.

Examples of Social Media applications include, but are not limited to:

❖ Facebook ❖ Twitter ❖ Nextdoor ❖ Instagram ❖ Social networking news media comment sharing/blogging ❖ YouTube ❖ Linked In ❖ Village Website

This policy covers all Social Media tools that provide platforms for sharing information, both current and future, about the Village of Palm Springs.

Village Social Media Account shall mean any registration, login credential, tool, forum, website, or network that is created or maintained by a Village department to establish or perpetuate a Social Media presence.

Social Media Administrator(s) is defined as the Information Technology department responsible for the development, creation, and implementation of all Social Media platforms. Social Media committee members will be assigned as content managers. Changes to any Social Media platform will go before the committee for review and approval prior to implementation.

Authorized User shall mean any employee, or any person acting on the behalf of the Village, who has been authorized with approval from the Village Manager or the Village Manager's designated Social Media Administrator to edit, or maintain any Social Media Account and the posts it may contain, in the transaction of official business of the Village of Palm Springs including anyone acting on behalf of, appearing to act on behalf of, or in the name of the Village.

Post shall mean any email, message, picture, graphic, image, advertisement, notification, feed, stream, transmission, broadcast, podcast, video, instant message, text message, blog, microblog, status update, wall post, comment, and any, and all other forms, means, or attempts at collaboration or communication that is uploaded, posted to, or otherwise displayed on or transmitted by any Social Media Account or Network.

Content shall mean any posts, writings, material, documents, photographs, graphics, or other information that is created, posted, distributed, or transmitted via Social Media.

Photo Release shall mean any post or picture including a minor (under the age of 18 years old) must have a photo release form signed by a parent or guardian if in non-public area.

GENERAL POLICIES

The Village Manager shall be an administrator on all official Village Social Media accounts. The Village Manager may designate one or more additional Social Media administrators

Only Authorized users may post information on Village Social Media accounts. Authorized Users are responsible to ensure Social Media posts provide accurate information, and professional presentation, and are relevant and on topic with the Village's mission. Care must be taken to ensure that grammar and spelling are correct. Mistakes must be corrected quickly.

In no event shall Village Social Media accounts be used to publish information that includes:

- Information designated confidential or exempt under applicable law
- Copyright violations
- Profanity, racist, sexist, or derogatory content or comments
- Partisan political views
- Commercial endorsements or SPAM

Only programs and events that are hosted or sponsored by the Village may be advertised using Village Social Media accounts.

Public Records Law

The Village's Social Media platforms are governed by relevant public records laws. Every piece of Social Media content linked to Village business is public information. Any public records request for Social Media content must receive a comprehensive and accurate response from the Village through the Public Records process overseen by the Village Clerk.

Records Retention

Social networking sites contain messages that the Village and its employees have sent or received. As a result, these communications are public records covered by Florida Statute Ch. 119. No matter the format of the record, the same retention obligations still apply (example: digital text, photos, audio, and video recordings).

The Village shall ensure the preservation of records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible.

Third-Party Content

The primary purpose for the Village's use of Social Media accounts is to disseminate information about Village events, activities, and services to the public. The Village's Social Media sites serve as government communications and are not intended as discussion forums. Therefore, as a general rule, third party comments and other types of information sharing will not be permitted on Village Social Media sites. Members of the public have numerous other avenues for communicating with the Village and expressing opinions and concerns, including, but not limited to, opportunities for public comment at meetings of the Village Council and other official bodies.

In the event that the Village Manager should authorize public commenting or posting on any Village Social Media account (on a case-by-case basis), the Village Social Media site in question will serve as a limited public forum and all content published will be subject to monitoring. User-generated posts will be rejected or removed (if possible) when the content:

- contains obscenity or material that appeals to the prurient interest
- contains personal identifying information or sensitive personal information o contains offensive terms that target protected classes o is threatening, harassing or discriminatory
- incites or promotes violence or illegal activities
- contains information that reasonably could compromise individual or public safety
- advertises or promotes a commercial product or service, or any entity or individual
- promotes or endorses political campaigns or candidates

RESPONSIBILITIES

Departments

Before Establishing a Social Media Account

- Approval from the Social Media committee is required to establish any Social Media Account for a Village department, program, or initiative.
- To obtain approval, contact the Social Media administrator to discuss objectives, Authorized Users, and logistics.

- If approved by the Social Media committee, formal approval from the Village Manager is required before proceeding with any proposed Social Media project and/or campaign.

IT Department & Administration

- Archive content. IT, with assistance from the Village Clerk and Social Media Administrators will be responsible for ensuring content posted to Social Media is archived under the Public Records Law. Any content that is removed may also be considered "public records" and will be archived as required by law to the extent possible using then-current reasonable options.
- The Administrator will be responsible for the review of all content along with any content manager.
- The Village Attorney will review and approve any changes or additions to the Terms of Use Agreement, or the general disclaimer, as requested.
- IT will have access to all Social Media accounts in order to Archive
- Dual Factor - IT will provide dual factor authorization to enhance security protection to all Social Media accounts.
- The IT department creates the account(s), set the accounts up to ensure consistency and security. IT would also need to purchase additional archiving licenses and setup archiving. The account(s) would then be handed off to the content creators.

GENERAL PROCEDURES

The Village's Social Media Account must indicate it is for Village use only and must have a Village seal as the main picture. o Unless expressly authorized by the Village Manager, comments, and other mechanisms for posting by third parties will be disabled on all Village Social Media accounts.

GENERAL GUIDELINES

Authorized Users – Village Accounts

- Review and understand the Ethical Code of Conduct and prohibited activities enforced by Village of Palm Springs policy. Acknowledge that violations of these policies may result in disciplinary actions by completing a User Agreement Form annually.
- The Village of Palm Springs is responsible for all content published by Authorized Users on Village Accounts. When speaking on behalf of the Village, ensure all content posted represents the Village's point of view and not those of individual employees. If you are in doubt, please contact the Social Media Administrator.
- Always protect sensitive information. Do not publish or report on conversations that are meant to be pre-decisional or internal to the Village of Palm Springs unless Village management has authorized the release of such information.
- Political Neutrality relates to any and all political action through any Social Media outlet. Any lobbying, political activities or expressions in a negative manner are prohibited. These rules apply to all types of expression.
- Respect copyright, fair use, and financial disclosure laws.
- All Social Media postings must abide by federal, state, and municipal laws.

- (When comments/public posting are enabled) If you see a post from the public that violates the Terms of Use Agreement or disclaimer, notify the comment maker of violated Terms of Agreement, specifying any Terms of Use that were violated. Document the post (screenshot if possible) for records retention and then delete it from public view.
- (When comments/public posting are enabled) Exercise caution while interacting with any external entity, both known and unknown to the user, and the information that the entity may provide or post. External Information shall not be utilized, commented on, or reposted unless the information has been verified or corroborated as true and accurate by independent and/or reputable resources.
- Links - The Village may from time to time use external links for Village business purposes and is not responsible for content published by the external website. The Village is not liable for any information controlled by such links. External links will be limited and used only in the event information needs to be provided to users (Natural Disaster links, Executive Orders, etc.).

EXTERNAL LINKS

To facilitate public convenience, the Village networking sites, or websites may contain links to other social networking or websites that are not owned, regularly reviewed, or controlled by the Village. The provision of direct links is not an endorsement or sponsorship of these external sites, content, or hosts. The Village is not responsible for what a user may find on another site, whether operated by the Village. The views and opinions of the authors of documents published on or linked to the Village social networking site or websites do not necessarily state or reflect the opinion, policy, or position of the Village.

The Village is not responsible for the content, quality, accuracy, or completeness of any offsite materials referenced by or linked through the Village social networking sites or websites. By using the Village social networking sites, the user acknowledges and accepts that the risk of injury or damage from viewing, hearing, downloading, or storing such materials rests entirely with the user and that the Village is not responsible for any materials stored on other social networking sites or websites, nor is it liable for any inaccurate, defamatory, offensive, or illegal materials found on other social networking sites or websites. The Village invites users to report any inappropriate content on external sites.

The Village does not endorse any content, viewpoint, products, or services linked from its social networking sites and shall not be held liable for any losses caused by reliance on the accuracy, reliability, or timeliness of such information. The Village does not warrant the accuracy or reliability of or endorse any products or service providers listed or linked to its site.

Links to other social networking sites or websites are approved if they meet the following criteria:

- They are state, regional, local, or federal government agencies, special purpose districts, hospitals, scientific or cultural organizations serving the Village of Palm Springs community and public and private not-for-profit educational institutions.
- They are human service organizations that receive direct support from the Village of Palm Springs.

- They are not-for-profit community festivals and events that are open to the genera) public and that are sponsored or co-sponsored by the Village of Palm Springs.
- No links are allowed to site containing inappropriate material or to information irrelevant to the Village mission or services.
- The Village's review team, consisting of the Village attorney, IT department, and Social Media committee has the authority to approve external links.
- The Village's Social Media committee is authorized to order removal of material that is noncompliant with these guidelines from the Village social network sites.
- Links shall not be made to sites that are for-profit or those associated with, sponsored by, or serving a candidate for elected office or any political party or organization supporting or seeking to defeat any candidate for elective office or ballot proposal.

SECURITY GUIDELINES

In general, Approved Users should show caution when interacting with external entities, those both known and unknown to the user. If at all in doubt of the legitimacy of any information sent to you, please avoid said information or contact the Social Media Administrator to report the information. The following guidelines should be adhered to:

- Employ strong passwords which cannot be easily compromised by cyberattacks.
- Periodically change passwords to Social Media accounts
- Use caution when adding, installing, attaching, or linking to any additional external services or applications that may potentially grant or enable access to the content, information, or posts within the Social Media account.
- Use caution when accessing links received from External Entities.
- Exercise caution when utilizing shortened links (links that have been shortened for ease of relaying the original link), as these may lead to a malicious site. Avoid clicking on shortened links. Consider requesting the link re-sent in another form.
- Be watchful for spoofed emails and/or websites (seemingly official-looking communications that lead the user to a malicious website or attempt to solicit the user's personal or financial information). Consult IT or the Administrator regarding any security-related matter.

TERMS OF USE

It shall be the policy of the Village of Palm Springs that the following agreement must be continuously and conspicuously posted on each Social Media Account established and maintained by the Village of Palm Springs if such capability exists. The agreement shall be posted on the Village website as well.

- Inappropriate comments are subject to deletion by the administrator of this account. If you don't comply with the posting guidelines, an administrator will contact you and your message will be removed. If you post inappropriate content a second time, an administrator will contact you and you will be blocked from posting any more information to the site.
- This forum is not monitored at all times. Do NOT use this forum to report emergencies or time-sensitive issues.

(If comments/public posting are enabled) Please follow these guidelines when posting:

- Content containing graphic, obscene, or explicit comments or submissions; or comments that are abusive, threatening, hateful, or intended to defame anyone or any organization; or comments that suggest or encourage illegal activity will not be tolerated.
- Content that promotes, fosters, or perpetuates discrimination based on race, creed, color, age, religion, gender, marital status, status regarding public assistance, national origin, physical or mental disability, gender identity, or sexual orientation will not be tolerated.
- Content posted by persons whose profile picture or avatar, username, or email address contains any of the aforementioned prohibited conduct will not be tolerated.
- Content should be related to the subject matter of the Social Media site where it is posted.
- Solicitations or advertisements are not permitted. This includes promotion or endorsement of any financial, commercial, or non-governmental agency or attempts to defame or defraud anyone.
- Solicitations of businesses or the selling of merchandise will not be permitted o Information intended to compromise the safety or security of the public or public systems will not be tolerated. You participate at your own risk, taking personal responsibility for your comments, your username, and any information provided.
- All comments will be turned off
- The appearance of external links on this site does not constitute an official endorsement on behalf of the Village of Palm Springs.

FAILURE TO COMPLY

Non-compliance with this policy may result in any or all the following:

- Limitation or revocation of an individual or Village Department's right to use or participate in Village related Social Media.
- The Village reserves the right to remove posts/content on Social Media accounts that violate this policy. Before removal, the Village will comply with public records laws by archiving posts.
- Corrective or disciplinary actions or sanctions.

Public Records

All Social Media accounts are subject to public records laws. Anything related to Village content or business whether posted by the Village or citizens is subject to public records request. All requests go through the Village Clerk's office.

GUIDELINES FOR VILLAGE EMPLOYEES' PERSONAL USE OF SOCIAL MEDIA

The Village of Palm Springs recognizes that Villages Employees are free to express their individual opinions on Social Media accounts, pursuant to the rights conferred by the First Amendment to the U. S. Constitution and other applicable laws, provided that they do so in their individual capacity. There are no limitations on the creation and upkeep of personal Social Media accounts by Village employees for sharing private information and personal opinions. However, Village employees should not post or comment on social media in a manner that

states, suggests, or imply they are speaking on behalf of the Village, without official and express authorization to do so.

Village Employees should assume that there is no expectation of privacy regarding posts on Social Media. Accordingly, any Social Media posts that violate this policy or any other rules of employee conduct may result in disciplinary action.

Employees of the Village are not permitted to use their work email or password in connection with a personal social networking site

No employee of the Village may independently create a Social Media platform that either expressly or implicitly claims to be an official Village platform, nor post on any platform in a manner that indicates or imply speaking in an official Village role on behalf of the Village, without the Village Manager's express consent.

Employees of the Village may follow the Village on its Social Media accounts and may "Like" and share content published by the Village. Staff members are permitted to personally comment on posts about Village business, but in doing so should include a disclaimer such as: "The postings on this site are my own and do NOT reflect or represent the opinions of the Village of Palm Springs."

Employees who participate in social media as part of their job on behalf of the Village may also comment on posts about Village business and in doing so should:

- State their names and, if relevant, position at the Village; and
- Confirm the comment and or messaging is consistent with and approved by the Village Manager or Designee.

6.4 Mobile Telephone Policy

The Village discourages the use of mobile telephone devices in certain situations, while prohibiting such use in others, to promote safety, efficiency, and productivity in the workplace. Employees who violate this policy may be subject to disciplinary action, up to and including, immediate termination.

Restrictions While Driving (Non-Commercial)

Employees driving motor vehicles for Village purposes are prohibited from using hand-held mobile telephone devices. If it is necessary to use the device while in transit and hands-free is not available, the driver should find an appropriate and safe place to park the vehicle before using the device. The vehicle should be in "park" for automatic transmission vehicles or "neutral" with the parking brake applied for manual transmission vehicles. However, using a hand-held mobile telephone device is permissible when necessary to communicate with law enforcement officials or other emergency services.

Restrictions While Driving (Drivers Operating Commercial Vehicles Regulated by DOT)

Drivers of Village vehicles qualifying as commercial motor vehicles are prohibited from texting while driving. Texting while driving is only permissible under DOT regulations when necessary to communicate with law enforcement officials or other emergency services.

Drivers of the Village's commercial motor vehicles are prohibited from using a hand-held mobile telephone device while driving a commercial motor vehicle. However, using a hand-held mobile telephone device is permissible when necessary to communicate with law enforcement officials or other emergency services.

Restrictions During Business Hours

All mobile telephone devices, whether personally owned or issued by the Village, should be placed in either vibrate or silent modes during meetings. During the meeting, employees should only utilize the mobile telephone device to obtain urgent information relating to the meeting or operations of the Village, or for emergency use. Emergency use is generally related to a threat to the health or safety of a colleague, family member or citizen.

Village-Issued Devices

Employees who have been provided with a Village-issued mobile telephone device shall operate the device within the terms of the contract to avoid overage charges. Broken or unusable devices shall be returned to the IT Department for reorder or repair. Employees are prohibited from directly contacting the service provider. Employees should be aware that information sent, received, or stored on Village-issued devices relating to Village business is a public record subject to Florida's Public Records law. These public records need to be retained and made available to the public when requested. Failure to retain such information may result in disciplinary action, including dismissal from employment.

Using Personal Devices for Village Business

Employees should be aware that information sent, received, or stored on personal cell phone or other device which relates to Village business is subject to Florida's Public Records law, regardless of the fact that it is sent, received, or stored on such personal device.

Telephones and Voicemail

Employees are not permitted to incur charges on any Village equipment including telephones, cellular phones, or computers that are not directly related to Village business. Any employee who uses such equipment in violation of this policy shall be personally responsible for the full amount of any charges incurred including any interest charged by the company providing the service on the Village's equipment. Any charges incurred by employees in violation of this policy shall be deducted from the employee's next paycheck immediately following discovery of said charges, to the extent permitted by federal and state law.

Moreover, should the charges to the employee exceed the amount that may be deducted from the next paycheck, the Village shall continue to deduct the charges from each successive paycheck

until the Village is completely and fully reimbursed for such charges, to the extent permitted by federal and state law.

Employees have no expectation of privacy with respect to information in voicemail because such information is the sole property of the Village and may be inspected by management or others at any time, with or without prior notice. The contents of electronic mail obtained through legitimate business purposes may be disclosed within the Village without permission of the employee. Any violation of this policy shall be subject to discipline up to, and including, termination.

The use of Village systems may not be used for solicitation of commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Furthermore, these systems may not be used to create any offensive or disruptive messages, including any violation of the Village's anti-discrimination and anti-harassment policy.

Chapter 7: Compensation, Benefits, Overtime, Salary, and Records

Employees shall be compensated on the regular pay date. The Village will not provide pay advances on wages or leave to any employee.

7.1 Overtime - General Policy

Department Directors will make every effort to maintain service level standards while keeping overtime use to a minimum. However, when overtime is worked, the Village will compensate employees for the overtime hours in accordance with applicable law.

7.2 Departmental Responsibilities

Department Directors are the authorized authority for the approval of overtime requests. It shall be the responsibility of the Department Director to determine whether overtime or compensatory time is granted to the employee when compensatory time is requested in lieu of overtime. Department Directors shall ensure that all overtime and compensatory time earned and used is recorded. Department Directors will exercise restraint in the utilization of overtime within their departments. Temporary adjustments in working hours or realignment of duties within the department should be considered as alternatives to the use of overtime. Overtime shall be considered necessary only in emergency situations, or where additional effort is needed to complete a task which is critical in nature.

7.3 Overtime Eligibility

All nonexempt employees shall be compensated for periods worked in excess of forty (40) hours worked per workweek, at a rate of one and one-half (1 and ½) times their regular straight-time rate of pay. The Village's workweek runs from Wednesday at 12:00 a.m. through Tuesday at midnight for the purpose of calculating hours worked for overtime purposes. Only time categorized as productive time will be considered when computing overtime. Productive time only

includes time actually worked, scheduled Paid Leave Time with notice, compensatory leave, jury duty, bereavement, and birthday (PBA members require a 24hour notice).

Members of the Palm Beach County Police Benevolent Association (PBA) shall be compensated for periods worked in excess of eighty-four (84) hours worked in a fourteen (14) day work period, at a rate of one and one-half (1 and ½) times their regular straight-time rate of pay in accordance with the 7(k) exemption of the Fair Labor Standards Act.

Employees exempt from the overtime provisions of applicable law are expected, as part of their responsibilities, to work in excess of forty (40) hours per week from time to time as required by the requirements and needs associated with their position. Exempt employees do not receive overtime or other compensation relating to hours worked in excess of forty (40) hours per week.

All overtime work must be approved by the Department Director or his or her designee. While employees will be paid for all overtime work, employees who work unauthorized overtime may be subject to disciplinary action, up to and including termination.

Non-exempt employees will not be compensated for bona fide meal breaks. Non-exempt employees are prohibited from performing work during uncompensated meal breaks. In the event an employee is asked to work during an uncompensated meal break, the employee must contact the Human Resources Department immediately (within 24 hours), verbally and in writing.

7.4 Compensatory Time

Compensatory Leave (Comp Time) is defined as time off from work granted an eligible employee in compensation for hours worked in excess of to the employee's regularly scheduled work period which is forty (40) hours in one week for general employees and eighty-four (84) hours in fourteen (14) days for police. Union members must refer to their Collective Bargaining Agreements for further guidance.

Upon request by an eligible employee, the Village may grant compensatory time off in lieu of overtime in compliance with FLSA, at the rate of one and one-half hours for each our worked. Members of collective bargaining units should refer to their collective bargaining agreements regarding the specific policy and procedures related to Comp Time. Please note: Comp time is not an option on Holidays as it is considered “Premium” Pay.

Please refer to respective CBA for language pertaining to compensatory time.

7.5 Exempt Employees (Salaried)

Generally, employees considered “exempt” from the minimum wage and overtime provisions of applicable law include those employees’ holding executive, administrative, and learned professional, among others. Employees of the Village who are unsure of their status as an exempt or nonexempt employee should contact the Human Resources Department. Exempt employees are not eligible for overtime.

It is our policy and practice to accurately compensate employees in compliance with all applicable state and federal laws. If an employee is classified as an exempt employee, the salary for the position is intended to compensate the employee for all hours worked. While the salary may be subject to review and modification from time to time, the salary is a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work.

In addition to deductions as a result of enrollment in health, dental, or life insurance programs, certain deductions from the salaries of exempt employees are permissible, such as:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of safety rules of major significance.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

However, exempt employees who believe that their salary may have been improperly reduced, must report their concerns to the Human Resources Department, in writing within fourteen (14) calendar days of receipt of the payroll check reflecting the asserted deduction. To the extent that it is determined that an improper deduction was made, such amounts will be reimbursed to the employees, and the Village will undertake a good faith commitment to comply in the future.

7.6 Maintenance of Time Records

Nonexempt employees are required to record all hours worked on the Village's electronic timekeeping system. Employees must clock in and out at the beginning and end of each workday or shift as well as for bona fide unpaid meal breaks. Department Directors shall review and approve their payrolls and shall report any irregularities to the Human Resources and Finance Departments immediately (within 24 hours). If not otherwise electronically recorded, time sheets shall be completed by all departments.' Falsification of time records is grounds for discipline, up to and including termination.

Exempt employees are not required to clock in and out.

Employees who believe they may not have been paid appropriately must report such concern within fourteen (14) calendar days of discovering the potential issue, both verbally and in writing, to the Human Resources Department. Employees must report both instances in which they believe that they may not have received enough compensation, as well as instances in which they believe they may have received too much compensation.

7.7 Benefits

Full-time employees will be eligible for certain benefits that the Village may offer from time to time, including, for example, health and dental insurance, retirement benefits, short-term disability benefits, and personal leave time. Participation in such benefits plans is subject to applicable plan rules and requirements. Additionally, the Village reserves the right to amend or eliminate benefits in its discretion and judgment based on operating and financial needs, subject to any restrictions imposed by law or contract.

Please see the Human Resources Department for additional information regarding benefits currently available to full-time employees.

Solely to allow the Village to calculate the appropriate insurance premiums and to provide COBRA notices, all employees shall promptly notify the Human Resources Department of any changes to marital status or dependents.

Benefits after termination:

In the event the employee's last day of employment occurs before the end of the month or on the last day of the month, coverage will cease on the last day of the month of the employee's termination. Employee's whose last day of employment does not occur on the last day of the month, will be required to pay for their portion of the insurance premiums through the end of the month. In this case, the Village will deduct the employee's portion of the monthly insurance premiums from the final paycheck. If the employee has unused PLT or comp time, the Village will deduct the cost of the premiums from the employee's final PLT/comp balance to cover the cost of the premiums. If the employee does not have enough PLT or comp time to cover the premium cost, the employee will be responsible for paying the insurance premium out of pocket.

7.8 Employee Classification and Compensation Plan

There is hereby created a plan for compensation of Village employees. It is the goal of the Village to effectively compete for qualified personnel, and to ensure that salaries are equitable and commensurate with the duties performed by each employee. The Compensation Plan shall include a pay grade schedule and a pay grade level assignment list. The Compensation Plan shall be reviewed and adjusted from time to time by the Village Council and shall apply to all employees whose jobs are included on the pay grade level assignment list. Copies of the Compensation Plan shall be available for inspection at each department office. The Human Resources Director in consultation with the Village Manager shall be responsible for the continuous maintenance and administration of the Village's Compensation Plan. A periodic review will include an analysis of prevailing rates of pay for similar positions in comparable labor markets, organizations, cost-of-living factors, budgetary considerations, and other related factors. On the basis of this information, the Village Manager, in the annual proposed budget, shall recommend to the Village Council changes to keep the plan current, uniform and equitable.

Starting Pay

Original appointments to the Village service shall normally be made at the minimum of the pay range designated for the classification. When an applicant possesses exceptional qualifications

warranting employment above the established minimum, the Department Director may request a higher rate than the minimum of appropriate pay range. Increases higher than the minimum must be authorized by the Human Resources Director and the Village Manager.

Across the Board Pay Adjustments

Across the Board Adjustments are discretionary periodic adjustments to the overall pay grade schedule. These adjustments are made by the Village Council, upon recommendation of the Village Manager, and if approved typically are made on the first full pay period of the fiscal year.

Administrative Salary Increase – Outstanding Performance Increase

The Village Manager may upon recommendation of a Department Director, grant a one-time administrative pay increase of 4% to an employee for performance considered by the Department Director, Human Resources Director and the Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of his/her pay range.

Position Classifications

Jobs with similar duties and levels of responsibility are assigned to the same pay grade level. The Human Resources Director is responsible for conducting periodic studies of various jobs when there is an indication that employees are working above or below the established responsibilities for a position. These studies are normally initiated at the request of the Department Director. When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, employees in the class may be placed at that level in the new pay grade which is equivalent to the salary received in the previous pay grade. Employees whose salary is less than the minimum level of the new pay grade shall be raised to the minimum level. Employees whose salary exceeds that maximum of the new pay grade shall not have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for across the board pay adjustments granted by Village Council.

Exceeding the Range

Any employee whose pay rate exceeds the maximum prescribed for the pay grade level as a result of a job reclassification to a lower classification will not be reduced in pay. This does not apply to demotions, which may have lower pay rates. Such an employee will not be eligible for future performance increases until occupying a position for which the maximum pay grade level is higher than the current pay rate, however they remain eligible for across-the-board increases unrelated to merit.

7.9 Personal Use Vehicles

Employees in certain Village positions are furnished with Village vehicles, and all Internal Revenue Service Regulations and Rules apply. The Village Manager may authorize the use of

Village vehicles for personal use, and the employee must sign a document accepting the taxation of this non-cash benefit.

Definitions

For the purposes of these subsections the following are applicable:

Personal Use Miles - Miles the Village vehicle is operated beyond the scope of employment. Commuting to and from work is considered a Personal Use.

Business Use Miles - Miles the Village vehicle is operated while performing tasks in the scope of employment.

Employee Responsibilities: Taxation

In addition to responsibilities assigned to the employee driver of the personal use vehicle under these employment regulations, the employee is responsible for payment of federal income tax on this non-cash benefit. Each employee who drives a Village provided personal use vehicle will have a non-cash benefit reported annually in the employees IRS Form W-2.

Employees using take home vehicles need to keep an odometer log showing travel to and from home and work. The percentage of personal use can be calculated for tax purposes.

Employees who are approved to use Village vehicles for personal usage must purchase additional rider insurance known as "Extended Non-Owned Coverage" to cover the employee involved in an accident and protect the Village.

Refer to Village of Palm Springs Take Home Vehicle Policy – Non-Police for further guidance.

Police Generally Exempted

Police officials are exempt from these provisions where the assigned vehicle is a designated police vehicle that is not likely to be used more than minimally for personal purposes because of its design. Refer to Collective Bargaining Agreement “Law Enforcement take-home vehicles" for more information about the regulations and fees.

Chapter 8: Leave

8.1 Temporary Leave of Absence (Without Pay)

Employees may, upon written request to the Department Director in consultation with Human Resources Director and subsequent approval by the Village Manager, be granted a leave of absence without pay.

Requests for a leave of absence without pay shall be made by completing a letter requesting a leave of absence at least thirty (30) days in advance of the date in which the proposed leave of absence

shall begin and shall be for a period determined on a case-by-case basis. However, a leave of absence without pay shall not exceed ninety (90) days unless approved in writing by the Village Manager. The requesting employee shall state the reasons why, in the employee's opinion, the request should be granted, the date the leave is to begin, and the date of the proposed return to work. The Village Manager, upon the recommendation of the Department Director and Human Resources Director, may approve or disapprove such request. The Village Manager may consider, without limitation, the operational requirements of the Department, budgetary considerations, availability of temporary substitute employees, the performance and attendance record of the employee, and the underlying reason for the request.

Unlike leave qualified under the FMLA or ADA, no assurances of reinstatement will be given to an employee who has been granted a leave of absence without pay. Upon return, if the employee's position is in existence and is vacant, the employee shall be eligible for re-employment, provided that the employee can perform the essential functions of the position in accordance with applicable law. If the position previously held by the employee is no longer vacant or has been eliminated at the time the employee seeks re-employment, at its discretion, the Village may offer employment in another vacant position for which the employee is qualified.

Employees must exhaust all paid leave time during a leave of absence, prior to taking an unpaid leave of absence this includes compensated time. During any leave of absence without pay, at the end of the month in which the leave of absence without pay begins, all benefits shall be suspended/terminated until the employee returns to work, unless the employee elects to pay the full premiums and amounts associated with such benefits. Leave benefits will not continue to accrue during periods of paid or unpaid leaves of absences (unless they receive a paycheck).

Nothing in the foregoing policy is intended to restrict or modify any rights and responsibilities of the Village and eligible employees under the Family and Medical Leave Act and/or the Americans with Disabilities Act.

Failure to return to work from a leave of absence on the expected return date, without an approved extension, may lead to discipline up to and including termination.

8.2 Jury Duty

An employee, regardless of temporary, full-time, or part-time status, may be granted a Leave of Absence with pay when called to jury duty. If an employee is called for jury duty, they shall promptly notify his/her immediate supervisor within five (5) days of receipt of the summons. Employees called to jury duty on their regularly scheduled days, will receive their regular salary/pay and benefits for the day(s) in which they serve on jury duty, for up to five (5) days. Such paid time will be recorded as time worked in the computation of any overtime for the pay period that the leave falls in if the employee would have worked in excess of 40 hours in the pay period. All other jury duty will be unpaid unless the employee elects to use personal leave time.

The employee must provide the Department Director with proof of jury duty service before compensation is approved.

If an employee is released from jury duty more than two (2) hours before the end of their scheduled work shift, the employee must report to work that day.

8.3 Court Appearances

Job Related

Employees required to appear in court or testify for job-related purposes shall be considered on-duty with the Village and shall receive compensation in salary/pay and benefits equal to that associated with the employee's regular duty, as long as they remit the entire amounts paid to them by the Court in connection with such Court appearance to the Village. Transportation expenses will be reimbursable in accordance with the Village's policies. Any monies received for Court appearances or subpoena fees must be forwarded to the Village's Finance Department for deposit into the general fund of the Village. Under no circumstances may an employee keep subpoena or Court appearance fees, while receiving compensation from the Village.

Non-Job Related

Employees subpoenaed to appear in court or testify for any reason unrelated to their employment with the Village, for example, divorce proceedings, custody suits, inheritance suits, bankruptcy, personal lawsuits or claims, traffic violations, *etc.*, or for criminal actions, may use Personal Leave Time.

8.4 Domestic Violence/Sexual Violence Leave

Eligible employees will be granted up to three (3) days of unpaid Domestic Violence/Sexual Violence Leave in any twelve (12) month period, measured forward from the first date domestic/sexual violence leave is used, according to Florida Statute § 741.313, as amended from time to time. The Village shall not discriminate against an employee for exercising his or her rights under this policy.

Domestic Violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. Domestic violence shall also include any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. Sexual violence is defined in Florida Statute 784.046 as amended from time to time.

Family or Household Member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same dwelling unit.

Eligible employees may be permitted to use the leave for:

1. Seeking an injunction for protection against domestic violence or a conjunction for protection in cases of repeat violence, dating violence, or sexual violence.

2. Obtaining medical care or mental health counseling for the employee and/or family/household member to address physical or psychological injuries resulting from the domestic or sexual violence.

3. Obtaining services from a victim-services organization as a result of the act of domestic or sexual violence.

4. Making the employee's home secure from the perpetrator of domestic or sexual violence, or to seek new housing to escape the perpetrator.

5. Seeking legal assistance or to attend and prepare for court-related proceedings arising from the act of domestic or sexual violence.

Except in cases of imminent danger to the health or safety of the employee, or to the health of safety of a family household member, an employee shall provide notice to the Human Resources Department as soon as possible after the employee learns of the need for the leave. If the leave is foreseeable, such as Court dates, the employee must provide thirty (30) days' notice. The request for leave must be accompanied with sufficient documentation.

To be eligible for Domestic Violence/Sexual Violence Leave, an employee must have been employed by the Village for three (3) or more months. Domestic Violence/Sexual Violence Leave shall be granted if the employee or a family or household member of the employee is the victim of domestic/sexual violence and provides sufficient notice and documentation regarding same.

An employee seeking leave under this section must, before receiving the leave, exhaust all Personal Leave Time available.

8.5 Military Leave

The Village will comply with the requirements of and grant leave in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA), Chapter 115 of the Florida Statutes, as amended from time to time, and Florida Statute § 250.48, as amended from time to time.

Training

All commissioned reserve officers or reserve enlisted personnel in the United States military or naval service, or members of the National Guard shall receive a leave of absence without loss of vacation leave, pay, time or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations when assigned to active or inactive duty. In any one annual period, leaves of absence shall not exceed 240 working hours provided that leaves of absence for additional or longer periods of time for

assignment to duty functions of a military character shall be granted without pay and without loss of time or efficiency rating.

Active-Duty Assignments

All officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States who are granted leave to perform active military service will receive their full pay for the first 30 days of any such leave.

All members of the Florida National Guard who are granted leave to engage in active State duty for a named event, declared disaster, or operation pursuant to Florida Statute §§ 250.28 or 252.36, shall receive their full pay for the first 30 days. The leave of absence with full pay shall not exceed 30 days for each emergency or disaster. Additionally, under Florida law, National Guard Members called to active State duty may not be terminated from employment for a period of one (1) year after the date the employee returns to work, except for cause.

Employees and their dependents will continue to be eligible to participate in the Village's health and dental insurance in accordance with the requirements of USERRA.

Notice of Leave

Employees seeking to invoke military leave shall provide advance notice to the Village unless such notice is precluded by military necessity or otherwise impossible or unreasonable as interpreted under applicable law.

Documentation of Leave

Employees on military leave for periods of more than 30 days shall provide the Village with such documentation that can be used to establish the employee's basic eligibility for protection under USERRA. If the employee is unable to provide satisfactory documentation of military service in excess of 30 days, the Village reserves the right to contact the military unit with assistance from the employee to obtain such documentation.

Reinstatement after Leave

Employees on military leave will be reinstated with the Village in accordance with applicable State law and USERRA. Employees who take a military leave of absence are entitled to any seniority-based rights and benefits that they would have attained had the employee remained continuously employed. The period of military leave is not considered a break in employment unless the employee indicates that they will not return from military leave.

Upon the return of any employee from military leave, as described above, the temporary services of any employee filling his or her position shall be terminated or any such temporary employee will be moved elsewhere in the Village's service, at the Village's sole discretion. If an employee called to active duty is a probationary employee, the remaining number of days left on the probationary status will be added following the employee's return to work.

Failure to Return after Military Leave

Should the employee not return to employment with the Village following said military leave, any Personal Leave Time accrued while on military leave will be subtracted before any allowable payment of any benefits is made in accordance with other provisions of these policies regarding payment of leave balances upon separation from employment.

8.6 Bereavement Leave

Regular, full-time employees of the Village are eligible for bereavement leave in connection with the passing of an immediate family member. Employees will receive three (3) working days of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. Non-PBA employees will receive up to 24 hours (8 hrs./day x 3 days). PBA will receive 36 hours (12hr/day x 3). The Department Director may approve or deny such request in his or her sole discretion and may request appropriate documentation of the need for bereavement leave. Employees who need additional time off may apply for such leave under other applicable Village policies, such as the use of Personal Leave Time.

For purposes of this policy, an "immediate family member" means an employee's spouse, domestic partner, parent, grandparent, grandchild, sibling, child, domestic partner's parents, domestic partner's children, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, or legal guardian. Employee must provide proof of bereavement to the Human Resources Department (i.e., memorial, or funeral program).

8.7 Conference and Training Leave

The Village may grant conference and training leave with pay, together with the necessary travel expenses to allow employees to attend conferences, schools, and similar events designed to improve their efficiency, if considered to be in the best interest of the Village. Employees seeking such leave and expenses must submit a request in advance to the Department Director for approval. Department Directors must submit requests to the Village Manager for approval. All requests must be budgeted.

Out of State Travel:

Travel time for non-exempt employees is considered hours worked on regular working days during normal working hours and during the corresponding hours on nonworking days. As such, if an employee regularly works from 9 a.m. to 5 p.m. from Monday through Friday the travel time during these hours is worktime on Saturday and Sunday as well as on the other days. Regular meal period time is not counted.

Please note, however, that the Department of Labor has implemented an enforcement policy where they will not consider time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile as compensable work time.

For example, if an hourly employee normally works Monday through Friday, 8:30 a.m. to 5 p.m., and they are required to travel by plane on a Sunday for business in another state, her travel time on Sunday between 8:30 a.m. and 5 p.m. is compensable. So, if the employee arrives at the airport on Sunday at 3 p.m. and at her destination at 8 p.m., the employer is required to pay her only from 3 p.m. to 5 p.m., the hours that correspond with her normally scheduled work hours.

Alternatively, if the employee drives herself or others at the direction of the employer rather than traveling as a passenger, all the time spent driving is compensable work time, regardless of the employee's normal work hours (8 hours a day).

Please also keep in mind that if a non-exempt employee were to perform work at the time spent away from the Village, that time would also be compensable.

8.8 Administrative Leave

Employees may be placed on administrative leave with or without pay pending an investigation that, in the Village Manager's sole discretion, requires the employee to remain off premises. Where the Village Manager is unavailable to make a determination as to the necessity of such leave, a Department Director in consultation with the Human Resources Director, may temporarily assign an employee to administrative leave with pay until such time the Village Manager can make a determination on the employee's leave status.

8.9 Paid Parental Leave

PURPOSE

To offer Village employees paid parental leave. The Village of Palm Springs will provide up to four (4) consecutive weeks of paid parental leave to employees following the birth of a child(ren) or placement of a child(ren) with an employee through adoption or foster care.

> Paid parental leave provides up to four (4) **consecutive** weeks of paid leave to employees for the birth of a child(ren), or placement of a child(ren) with an employee through adoption or foster care. Paid Parental Leave shall not be taken intermittently.

ELIGIBILITY

To be eligible for paid parental leave, an employee must follow FMLA guidelines:

1. Have worked for the Village of Palm Springs at least twelve (12) consecutive months; and
2. Have worked at least 1,250 hours for the Village of Palm Springs over the preceding twelve (12) consecutive months.
3. If an employee does not meet the above criteria paid parental leave will be

denied and a leave of absence must be requested.

QUALIFYING REASONS

Paid parental leave is available to eligible employees for one or more of the following qualifying reasons and must conclude within twelve (12) weeks following:

- The birth of a child(ren) or to care for a newborn child(ren);
- The placement of a child(ren) with the employee through adoption or foster care.

Guidelines

1. Paid Parental Leave shall commence concurrently with Family Medical Leave, shall last up to four (4) weeks, and must conclude within twelve (12) weeks after birth, or within twelve (12) weeks after placement with the employee through adoption or foster care. Employees are not eligible for more than one (1) paid parental leave event in any rolling 24-month rolling period, regardless of whether more than one birth, adoption, or foster care event occurred within that rolling 24-month time frame.
2. Short Term Disability (STD) must be used (if applicable) concurrently with paid parental leave; PPL will offset any pay not covered by STD, including the fourteen (14) calendar-day elimination period. Documentation supporting births, adoptions and/or foster care is required.
3. Paid parental leave must begin when FMLA leave begins and must be taken within the first twelve (12) weeks following the birth, adoption, or foster care placement of the child(ren).
4. Any unused paid parental leave will be forfeited twelve (12) weeks following the birth, adoption, or foster care placement of the child(ren).
5. If both parents work for the Village, each is entitled to a paid four (4)-week leave period which may be taken concurrently or separately, but must conclude within the first twelve (12) weeks following the birth, adoption, or foster care placement of the child(ren). In either case, the leave may not be taken intermittently.
6. The number of paid parental leave periods each employee may take is limited to 2 leave periods over the duration of his or her Village employment (whether

employment is consecutive or not), and an employee is only eligible for one (1) 4-week paid leave per birth, adoption, or foster care placement event within a 24-month rolling period.

7. During the leave period, employees will be paid 100% of base wages, which may be offset by Short Term Disability payments, where applicable.
8. Paid parental leave shall run concurrently with Family Medical Leave and the time period where the leaves run concurrently shall be counted toward the 480 hours of job protected leave allowed within a rolling 12- month period under the Family Medical Leave Act. Paid parental leave will also be counted toward any Temporary Leave of Absence (Without Pay) when applicable within the same rolling 12- month period.
9. Upon separation of employment, employees will not be paid for any unused paid parental leave.

NOTIFICATION REQUIREMENTS

10. Employees must provide thirty (30) written days' notice of the need to take paid parental leave, if the need is foreseeable. If thirty (30) days' notice is not feasible, notice must be provided as soon as practicable. Notice must be submitted to the Human Resources Department.
11. Written notice is not required in the event of a medical emergency.
12. All requirements for FMLA (while running concurrently with paid parental leave) must be followed in accordance with federal law, in accordance with the Village of Palm Spring Employee Handbook, and in accordance with any other associated Village of Palm Spring policies.

Employees must comply with all Village policies while on Paid Parental Leave including but not limited to policies related to outside employment. Employees may not engage in outside employment while on paid parental leave, while on sick leave, while receiving any form of disability payments, or while receiving worker's compensation payments.

Chapter 9: Workers' Compensation

Note: Notwithstanding any provision of this policy, the Village and the employee/claimant shall retain all statutory rights under Florida's Workers' Compensation Statute.

9.1 Safe Work Habits

Each Village employee is required, as a condition of employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees, and to conserve Village property and equipment.

9.2 Reporting

Employees who are injured while performing their duties for the Village shall make an immediate report of the injury to their immediate supervisor. Every injury, including those not requiring medical attention, shall be reported in writing to the Department Director by the injured employee's supervisor within twenty-four (24) hours of the injury. Department Directors shall be responsible for notifying the Human Resources Department of all injuries reported by employees under their supervision and shall ensure that proper written reports are prepared and forwarded to appropriate parties.

9.3 Immediate Medical Attention/Care

If an employee is injured to such an extent that the employee requires immediate medical care, employees, supervisors, co-workers, or other witnesses to the accident should call 911 immediately for emergency assistance. If the need is not immediate, the employee should consult the Human Resources Department for additional information regarding the procedure for obtaining medical treatment.

9.4 Workers' Compensation Procedure

An employee who sustains a compensable workplace injury may be eligible to receive certain benefits depending on the nature of the injury. The first forty (40) hours following injury are charged to the employees PLT. In certain circumstances, employees may also be released and eligible for "light duty" work (if available). Additional information and guidance regarding the procedure associated with workers' compensation should be obtained from the Human Resources Department.

9.5 Retaliation Prohibited

The Village will not terminate, discipline, or take any other adverse personnel action against any employee for filing a claim for workers' compensation benefits in good faith.

9.6 Temporary Light Duty

Work Related Injuries and Illnesses

If an employee suffers a work-related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the Village will consider temporary alternate or transitional duty work for the employee, if there is such work available and if such work is

consistent with the employee's medical limitations. The Village is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the Village. Temporary alternate or transitional duty generally shall not exceed six (6) months at the sole discretion of the Village Manager.

Non-Job-Related Injuries or Illnesses

If an employee suffers a non-job-related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the Village will consider temporary alternate or transitional duty work for the employee, if there is such work available in the employee's department and if such work is consistent with the employee's medical limitations. The Village is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the Village.

Chapter 10:Travel, Training, and Licenses

10.1 Training Programs, Including Seminars or Conventions

Training is any work-related program, seminar, conference, convention, course, or workshop attended by an employee whose tuition and expenses are funded in whole or in part by the Village or while the employee is in a paid status with the Village.

10.2 Reimbursement

Reimbursement for training expenses incurred by such participation shall be granted for job related courses with prior approval of the Department Director, provided funds have been appropriated for such reimbursement.

If previously approved in writing, a request for reimbursement, must be made within thirty (30) days following the completion of the course of study. Training reimbursement is generally available to only those employees who have successfully completed the employee's designated probation period.

10.3 Training Programs

(a) Request for attendance at in-state training programs must be submitted and approved by the Department Director prior to attend. Attendance at any program or course work in excess of one (1) shift requires approval by the Department Director prior to registration. In addition, registration, travel costs, meals, and lodging costs, require approval by the Department Director prior to registration. Attendance at a training program involving out-of-state travel by an employee requires approval by the Village Manager prior to registration.

(b) A travel request form is needed if the destination is inside or outside the County if there are any expenses paid by the Village (directly or by reimbursement)

(c) Village-sponsored and required training shall generally be arranged during regularly scheduled work hours. A Department Director may change the standard work hours to accommodate or require attendance at such training activities. Such required training shall be recorded as time worked.

(d) Employees who acquire training on their own time and expense are encouraged to notify Human Resources so the additional training can be noted in the employee's personnel file.

(e) Approval for State Training Academy coursework for police officers shall be at the discretion of the Police Chief. Records of such training shall be maintained in the employee's personnel file.

(f) The Human Resources Department shall maintain an employee training history and shall periodically audit training attendance and policy compliance.

10.4 Travel Expenses While on Village Business

It is the policy of the Village to reimburse employees for reasonable and necessary expenditures made by employees while on official Village business in accordance with the law. All expenses will be reimbursed in accordance with the applicable governing law. Extraordinary expenses must be itemized if applicable. If an employee reimbursement is necessary, the reimbursement will be handled by the Finance Department after the Travel Request Form is turned in. Travel expenses may be paid in advance (not more than one week before travel) upon approval of the Department Director. Any travel reimbursement must have a travel request form.

Overnight Trips

(a) Lodging. Hotel and Motel expenses may be prepaid or paid by using a Village credit card, upon submittal of proper documents. A reasonable class of accommodation shall be selected where choice is available. The single rate should be clearly indicated on all receipts, and a governmental rate should be obtained where it is less expensive than any other rate quoted.

(b) Meals. Meal reimbursements for all overnight trips are as follows (governed by statute as amended from time to time): Please note Amounts will follow current rates at the time of budget completion.

Per diem allowance for meals and lodging in the following amounts determined by gsa.gov (https://www.gsa.gov/travel-resources) using the per diem allowances for a trip calculator by city with an itemized receipt and the Village Manager's approval:

Breakfast $ 14.00

Lunch $ 16.00

Dinner $ 26.00

Breakfast - When travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch - When travel begins before 12 noon and extends beyond 2 p.m.

Dinner - When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

(c) Mileage Allowance. Employees who utilize their personal vehicles on travel assignments will be given the Internal Revenue Service allowable rate per mile in accordance with governing laws. Each employee who drives a private vehicle on Village business must have liability insurance on said vehicle to cover business use of a personal vehicle (e.g., business use endorsement), as provided in these Regulations.

No reimbursement for mileage shall exceed the dollar amount of round-trip air fare at the coach rate of a licensed common carrier, plus auto rental, tolls, and parking, or taxi fare to the point of destination.

When two or more employees are attending the same seminar, convention, or meeting, carpooling shall be practiced whenever possible. MapQuest or Google Maps must be used to calculate the trip's mileage.

(d) No traveler shall be allowed either mileage or transportation expense when such traveler is gratuitously transported by another person or when transported by another traveler who is entitled to mileage or transportation expense.

(e) Out-of-State Travel. Requires prior approval from the Village Manager, in writing, and a completed Travel Request Form. Out of state travel must be budgeted.

10.5 Local Travel and Expenses

(a) Local Mileage. No mileage will be paid for commuting from an employee's personal residence to Village Hall or work location.

(b) Local Meals. Reimbursement for meals will be allowed only where the employee is attending a seminar or conference as a representative of the Village for a specific purpose, or where the employee's attendance will directly benefit the Village. No reimbursement will be allowed for meetings which are of a social nature except as may be provided by the Village Council. The request for reimbursement of local meals shall be submitted on a Travel Request Form with proper back-up attached. Any travel reimbursement should have a travel request attached.

(c) If the traveler departs from a personal residence to the destination, only the mileage in excess of the commuting mileage from the traveler's home to the official headquarters is allowed.

Parking Fees

Parking Fees will be reimbursed by actual cost and receipts shall be presented. Employees must record the reason/meeting and location with the receipt.

Non-Allowable Expenses

(a) Laundry, cleaning, or valet services (except for trips of over one week duration).

(b) Tobacco.

(c) Alcoholic beverages.

(d) Entertainment.

(e) More than one (1) personal telephone call to home per day.

(f) First class travel accommodations when economy or coach class is available.

(g) Meals and lodging in lieu of other meals and/or lodging the expense of which is included in the Registration fee.

(h) Fines, forfeitures, or penalties. (Traffic tickets with Village or Personal Vehicle)

(i) Rental vehicles except as pre-approved by the Village Manager. Rental vehicles have only been approved when employee flies to a conference and needs a vehicle to get between hotel & conference center.

(j) Expenses of a spouse or other non-employee.

(k) Loss or damage to personal property.

(1) Barber, beauty parlor, shoeshine, or toiletries.

(m) Personal postage.

10.6 Special Licenses and Membership Fees

The Village will pay directly to the agency providing the license or membership current annual dues or fees for each employee who is required by the Village Manager, or by ordinance, state, or federal law to be a member of a professional organization or who must maintain a particular certification or license as a condition of employment. Payment will be made upon approval by the employee's Department Director.

Employees who belong to professional organizations that promote individual professional growth, competence, and effectiveness in functioning as Village employees will be allowed time off with pay to attend local, state, and national meetings subject to approval by the Village Manager and budgetary appropriations.

10.7 Driver's Licenses

All employees whose duties require the operation of a Village-owned, leased, or rented motor vehicle or who operate a privately-owned vehicle while conducting official business as a part of

their employment with the Village must possess a valid State Drivers' License or Commercial Driver's License and maintain a safe driving record.

Commercial License; Required

All employees of the Police, Utilities, and Public Works Departments whose job may subject them to driving commercial motor vehicles must have a valid Commercial Driver's License (CDL), in accordance with State and Federal law. Employees may be required to hold a CDL because of their position with the Village, even where the position does not operate a commercial motor vehicle in the course and scope of employment.

Drivers' Record Checks; Conditional Employment

All new employees who will be assigned work that involves operating of a Village vehicle will be required to submit to a Division of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be caused to deny or terminate employment.

Periodic Record Checks

Periodic checks of employee's driver's licenses and records through the Division of Motor Vehicles shall be made by the Human Resources Department. Any employee whose position requires driving and does not hold a valid driver's license shall not be allowed to operate a vehicle for Village purposes until such time as the employee obtains a valid license. If an employee's position involves driving and the Driver's License is found to have been suspended, expired or revoked, the first offense will incur a three (3) day suspension. On the first occasion an employee fails to timely report the suspension, expiration or revocation, the employee will incur a three (3) day suspension. Subsequent offenses are subject to termination.

Supervisor Notification

Any employee performing work which requires the operation of a Village vehicle must notify his/her immediate supervisor and Human Resources in those cases where his/her license is expired, suspended, or revoked and/or who is unable to obtain a hardship license for work purposes after suspension or revocation from the Division of Motor Vehicles. If an employee fails to report such an instance within three (3) calendar days, and is later discovered to have an expired, suspended, or revoked drivers' license in the category required (driver's or commercial) for their position with the Village shall be subject to disciplinary action, including demotion or termination.

Minimum Qualifications for the Operation of Village-Owned, Leased, or Rented Vehicles and Privately-Owned Vehicles While Conducting Official Business

No Village employee shall be required to provide their own vehicle to conduct Village business, and employees are encouraged to use Village vehicles instead of their own for official Village business whenever possible. Personal vehicles may be used for official Village business with the prior approval of the employee's Department Director. Employees using their personal vehicles will be reimbursed for mileage at the prevailing rate established by the Village Council after submittal of the appropriate form and that such expenditure is in their appropriate budget. The

employee must keep a log of usage, including starting and ending odometer readings and purpose of travel. Then the Village would reimburse at same rate as is on current FY Travel Request form.

Any employee who operates a privately-owned vehicle while conducting official business for the Village must maintain automobile liability insurance of $15,000/$30,000/$5,000 in accordance with the State Financial Responsibility Law and a business use endorsement. Employees who do not maintain minimum liability coverage shall not operate privately-owned vehicles in an official capacity.

All non-law enforcement employees who drive take home vehicles can purchase an additional rider from their personal insurance agent commonly referred to as "Extended Non-Owned Coverage". This policy will cover the employee in the event the employee is involved in an accident while driving to and from work or are otherwise using the Village's vehicle for anything other than official Village business. Pursuant to Florida law, the Village provides coverage for law enforcement officers using take home vehicles during their travel to and from work, as well as to or from any other employing agency assignment in such vehicle. However, such motor vehicle insurance does not provide for coverage if: (a) the law enforcement officer makes a distinct deviation for a nonessential personal errand unless the collective bargaining agreement permits such deviation; or (b) the law enforcement officer acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

10.8 Use of Village-Owned, Leased, or Rented Motor Vehicles

Village-owned, leased, or rented motor vehicles shall be used for official Village business only and must be available for Village business at all times. Village vehicles shall not be taken home overnight except as follows:

1. Employees may take a Village-owned, leased, or rented vehicle home for one night when attendance to an out-of-city meeting takes place late at night after normal working hours or early in the morning prior to normal working hours upon receiving approval by the appropriate Department Director.

2. Those employees designated by the Department Director to be "on call" for department/division emergencies. Department Directors must be able to show that taking the vehicle home is needed for response efficiency.

3. For more than one night when specifically authorized by the Village Manager, in writing.

4. Keeping the vehicles clean and in good condition is the employee's responsibility.

5. Refer to page 53 regarding taxable fringe benefits if the vehicle is not used for business purposes.

Village vehicles may be used for travel to lunch when an employee is otherwise on Village business. Village vehicles shall be legally and appropriately operated and/or parked at all times.

Traffic violations issued to the driver of the vehicle will be the responsibility of the driver, not the Village.

Seat belts must be used by the driver and all passengers at all times when the vehicle is in use. It shall be the driver's responsibility to ensure the use of seat belts by all passengers.

10.9 Collision Investigation Involving Village Employees and/or Vehicles

If an employee is involved in an accident resulting in personal injury or property damage while operating a Village owned vehicle or a privately owned vehicle in the performance of official duties, and they shall:

(a) Request that all parties and properties concerned remain at the scene of the accident if possible until a law enforcement officer has released them.

(b) All collisions involving Village vehicles or persons on duty and actively engaged in Village business will be investigated by a police agency, other than the Village Police Department, except if occurring within the Village and involving property damage, the collision may be investigated only by the Village Police Department.

(c) Employees shall refrain from making statements regarding the accident to anyone other than the investigating law enforcement officer, appropriate Village officials, and representatives of his or her own insurance company. Statements made to investigating authorities should be confined to factual observations. However, in cases where the underlying facts may lead to discipline of the employee, the employee may consult with the union representative.

(d) A copy of all police reports and any statements attached thereto will be forwarded to the Village Clerk, Risk Specialist and/or designee and Village Manager within one (1) day.

(e) If the employee caused or contributed to the accident, the employee must immediately go for a drug screen and will be subject to discipline.

Chapter 11: Employee Tuition Reimbursement

The Village of Palm Springs supports its employees in pursuing educational opportunities. We strive to make the Village a great place to work which means it is important for our employees to have the opportunity to grow within our organization. The purpose of the program is to broaden the knowledge of employees in their fields and/or to provide avenues for career growth within the Village. All reimbursements are subject to the availability of funds in the Village budget.

Purpose

The purpose of this program is to provide Village employees assistance with their educational endeavors. This program is available to employees who wish to voluntarily pursue educational advancement or training outside the course of their employment with the Village. Employees who participate in this program will attend classes and complete course work outside of their normal work hours, on their own personal time (no overtime will be approved). When there is a conflict between classes and the employee's job responsibilities, the job responsibility must have priority.

Please note: This program does not apply to courses or training required by the Village. It also does not cover professional licensing and professional development seminars, as any course, training, licensing, or certification that is required by the Village as those approved expenses are covered by professional development funds within each department. Leave of Absence for Higher Education: The Village will not provide for educational leave when education is initiated by the employee. The employee pursuing higher education goals, whether or not approved for tuition reimbursement, may use their accumulated personal leave, request a leave of absence without pay, or make arrangements to make up the normal hours of work missed. All such arrangements must be approved by the Department Director.

Eligibility

An employee must be employed in a regular full-time position and becomes eligible to participate after completion of the one year [12] month probationary period. The Village Manager may waive the employment tenure requirement for recruitment purposes. The employee must also have satisfactory job performance and not have received any disciplinary action above a verbal reprimand or have been under disciplinary investigation during the entire semester period the employee is requesting reimbursement from this program. If disciplinary investigation is resolved without corrective action, employee is eligible to seek reimbursement under the program.

Employees requesting tuition reimbursement must be enrolled in a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education. Employees must complete course work that is related to their current Village employment or to a position that the employee could reasonably progress to within the Village. Prior to participating in the program, employees must submit an application, as well as a summary statement that indicates how the degree will assist the employee in the current position and/or how the degree could help prepare the employee for a different position within the Village.

The Department Director must review and approve prior to submitting to Human Resource. HR will then review the application to determine whether the degree and coursework is eligible. Once an application is reviewed and approved, HR will determine acceptable coursework under that degree plan. Elective courses must be based on a discipline that applies to municipal government service delivery. The Village Manager will review the requests if the Human Resource Director feels the course warrants additional consideration. Reimbursement happens after the course ends and proof of tuition cost and grade is verified.

Application

Employees must submit a completed Employee Tuition Reimbursement Application Form (and attachments as required) to Human Resources, which will include the signature of the employee's Department Director and all related registration paperwork, no later than April 1st for the following fiscal year. It is the responsibility of the Department Director to review and

approve the application. If the Department Director disagrees with the application, he/she still must forward the application to Human Resources for their review and include an explanation for their position.

Employees should allow adequate time for review by the Department Director prior to the deadline of submission to Human Resources. A new application form must be submitted for each academic class within the degree program. Entire program of study must be attached to the application form. Approved classes will be discussed with the employee and department director.

Within forty-five [45] calendar days after the completion of the course, employees must submit a Tuition Reimbursement Request Form to the Department Director with a copy of the course grade[s] or certificate[s] of completion, validated by the school, along with a copy of the itemized statement of tuition [i.e., bill], showing payment and all financial aid applied. Internet printouts are acceptable, but grades must be validated by the school [i.e., official seal or stamp]. After department director approval the same packet must be sent to Human Resources for final approval. If for some reason grades have not been posted in this time frame employee must get a letter from the school stating such. The employee is responsible for completing the Request for Check which will then be approved by the Department Director and Human Resources.

TUITION REIMBURSEMENT GUIDELINES

1. Tuition Reimbursement Request Forms received more than forty-five [45] days after the last day of class, and those without a complete Employee Tuition Reimbursement Application on file will not be honored or reimbursed.
2. Eligible Expenses and Reimbursement – Full time employees are eligible for reimbursement up to $2500 annually, each fiscal year (subject to the availability of funds in the Village budget). Request for reimbursement must be submitted to the department director prior to April 1st of each year for budget purposes. Department Director must approve before sending to HR for approval.
3. For courses taken from an accredited college or university, employees will be reimbursed only for tuition and mandatory fees. Reimbursement will be capped monetarily at the amounts previously stated. If an employee is eligible for grants, scholarships or any additional funds, the reimbursement will only be for the amount the employee actually paid/was incurred.
4. The Village will reimburse tuition and mandatory fees requested such as but not limited to lab fees, library fees, student center fees, automated services and records processing fees, registration fees, student services fees and identification card fees. Employees will not be reimbursed for the cost of books, course supplies, parking, late fees, penalties, orientation fees, applications for graduation, installment fees, transportation fees, decal fees, costs related to acquiring official transcripts or certificates, housing, or any other costs other than those described above.
5. Student loans do not affect the reimbursable amount because the student must repay the loan.
6. The tuition/fee reimbursement for completed courses to approved employees is as follows:

Grade A = 100% Reimbursement

Effective Date: October 1996
Revisions: 2008, 9/2023, 9/2025

Grade B = 75% Reimbursement
Grade C = 50% Reimbursement
Grade D = 0% Reimbursement

7. If the employee leaves the Village voluntarily or involuntarily within one (1) year after completion of such educational class, the employee will reimburse the Village for all Village funds invested in such educational class. If the employee leaves the Village within one (1) to two (2) years after the completion of such educational class, the employee will reimburse the Village for one-half (1/2) of the Village funds invested for such educational class." Funds will be subtracted from PLT/Comp balance upon leaving the Village. If balance owed is not covered by remaining leave banks employee will be responsible to pay the difference.
8. There will be no reimbursement if an employee repeats a course for which they have already been reimbursed.
9. The employee is required to submit documentation of any other financial assistance received [GI or VA benefits, federal or state grants, scholarships, etc.]. Reimbursement will be coordinated in conjunction with any other financial assistance and will not exceed 100% of the cost of tuition and fees as defined above. The amount requested for reimbursement [total eligible tuition and fees, minus other financial assistance received] will be subject to the level of academic success [i.e., 100% for A, 75% for B, etc.], not the full total eligible tuition and fees. All reimbursements are subject to the availability of funds in the Village's budget.

Chapter 12: Personal Leave Time

12.1 Regular Employees

Personal Leave Time (PLT) are those days where a full-time employee may be absent from the job and still receive his/her regular wage. The Department Director or his/her designee shall determine the time at which personal leave time may be taken and will not be unreasonably denied. Personal Leave Days are considered as a combined program of current personal leave and sick time. Personal Leave Time are earned at a rate based upon the employee's length of service in accordance with the following Accrual Table and used at a yearly rate based on the employee's length of service in accordance with the following Usage Table.

Accrual
Each probationary, provisional, and permanent full-time employee shall earn and accrue personal leave for each month of full-time service according to the following table.

Personal Leave Accrual Table:

Completed Years of Service	PLT Days	Hours
0-5	20	160
6-10	25	200
11-20	30	240
21+	35	280

12.2 Conditions for use of Personal Leave Time

1. Part-time, temporary, and casual employees are not eligible for Personal Leave Time (PLT).
2. Employees on probation for 6 months or less are not eligible
3. When used, PLT shall be rounded off to the nearest one quarter hour (1/4 hour).
4. Employees must only use PLT that is available to be used. PLT that is unearned or has not yet accrued cannot be used in advance. Employees' available PLT is displayed in hours on the employees' last direct deposit advice.
5. Earned PLT must be exhausted prior to taking an unpaid medical leave of absence.
6. PLT must be used concurrently with FMLA as provided in the FMLA policy.
7. Employees on a Leave of Absence or FMLA will be transferred to Human Resources Timesheet in the electronic timekeeping system.
8. In computing overtime, scheduled PLT will be considered productive time used to calculate overtime.
9. Department Directors will ensure that any PLT used will be reflected with the submission of time sheets and electronic timekeeping system.

10. It is the responsibility of the Finance Department to ensure that proper accountability of PLT is kept on all eligible employees. This shall include keeping a record of accruals and utilization.
11. Department Directors in consultation with the Human Resources Director with the written approval of the Village Manager, may establish more restrictive procedures in cases of suspected patterns of abuse of PLT, as long as they are not in conflict with these regulations, or applicable labor laws, and are necessary for the effective operation of the department.
12. It is the responsibility of each Department Director or designated supervisor to ensure the provisions of this policy are observed. Corrective action should be taken in instances of suspected abuses or misinterpretations of the utilization of PLT.

Usage

a. All full-time employees who are permitted to use PLT according to the following schedule provided may make a written request to the Department Director or his/her designee. Employees may request to use PLT in excess of the maximum use amount for good cause shown. For good cause shown, the Department Director may authorize employees to use an additional amount of their earned accrued personal leave. Good cause shall mean a physically certified disabling physical or mental condition, which prevents an employee from working or other good and sufficient reasons as determined by the appointing authority considered to be in the best interest of the Village of Palm Springs.

b. Non-PBA employees are done through an electronic time keeping system, paper forms are longer used

c. The Department Director or his/her designee shall approve or deny requests for PLT. In cases of unforeseen sickness or emergency, employees are required to notify their supervisors prior to the start of any scheduled work period or prior to leaving their work assignment.

d. Employees entitled to personal leave time may remain away from work with pay, where such absence is the result of a personal illness or physical incapacity (not job connected) or enforced quarantine or immediate family illness.

e. Employees shall use accrued personal leave for time taken under the Family Medical Leave Act (FMLA) in accordance with the FMLA policy. All available accrued personal leave must be used before requesting unpaid leave of absence. Leave taken under FMLA will be used in increments appropriate for the reason for leave and will be coordinated with Human Resources.

f. It shall be the duty of the Village Manager working through the Department Directors to arrange personal leave schedules so that no employee shall carry over, from one fiscal year to another, personal leave hours that exceed the maximum on the carry-over/payout table.

g. Employees absent on account of injury incurred in the line of duty, for which worker's compensation is authorized, shall upon written request to the Human Resources Department, be allowed to take personal leave in an amount requested in addition to worker's compensation leave; except however, that in no case shall the total amount paid for both workers compensation leave and personal leave exceed the amount of wages to which the employee would ordinarily have been entitled had they not been injured. Personal leave used to supplement workers compensation will be charged against the employee's total unused personal leave until exhausted.

h. Personal Leave is intended to be used for periodic vacation or incapacitating illness; however, earned personal leave may be used for other reasons when approved by the Department Director or his/her designee.

i. Employees' birthday time off (8 hours) will not be charged as personal leave used. The birthday time off must be taken in the pay period in which the birthday occurs or as approved by the employee's supervisor, but not as pay in lieu of time off.

j. Personal leave shall be used only with the approval of the Department Director or his/her designee and shall not be authorized prior to the time it is earned and credited to the employee.

k. Personal leave usage shall be calculated to the nearest one-quarter (1/4) of one hour (e.g., .25, .50, .75) reflecting the actual time the employee was not at work during his/her normal work period and documented on the employee's timesheet in the electronic timekeeping system.

l. Employees using accrued personal leave (scheduled) shall be considered to be working for the purpose of accumulating additional personal leave and length of service. Productive time is all time during which an employee is required to be on duty, on the employer's premises, or at a prescribed workplace and in active productive labor in addition to scheduled Paid Leave Time and compensatory time.

m. In computing overtime, scheduled personal leave may be used to satisfy any part of the work period when an employee is required to work hours in addition to those hours normally worked within an established work period.

n. Scheduled personal leave shall be defined as leave, which has been approved with not less than three (3) days advance written notice. PBA is 24 hours' notice. Requests are submitted through the Villages electronic keeping system (exempt for PBA members).

In the event of a death in the immediate family, an employee shall be allowed to utilize accrued personal leave and such leave be charged as scheduled leave up to a maximum of forty (40) hours per occurrence.

For purposes of this policy, an "immediate family member" means an employee's spouse, domestic partner, parent, grandparent, grandchild, sibling, child, domestic partner's parents, domestic partner's children, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, or legal guardian

o. Unscheduled personal leave shall be defined as leave, which has been approved with less than three (3) days advanced written notice and is not considered productive time for Overtime calculations

Personal Leave Incentive Payment Program

a. Each permanent employee shall be authorized to participate in the personal leave incentive program, provided that:

1. The employee meets or exceeds the minimum requirements for the incentive program.
2. The employee must have the equivalent of two (2) consecutive work weeks remaining in their PLT balance.
3. All permanent full-time employees may be paid a maximum of eighty (80) hours of unused personal leave time per fiscal year under the Personal Leave Incentive Pay Program.

Examples:

If an employee has 170 hours in their PLT balance. They may select to receive 80hrs. Their remaining balance would be 90 hours.

If an employee has 80 hours or less of PLT, they will not be allowed to participate in the incentive program.

b. Effective for PLT payout for fiscal year 2025. eligibility for incentive payments will be determined around September 1st of each year, with payments issued during the last pay period of September, prior to the start of a new fiscal year. Implementation of this schedule does not violate the one payment per fiscal year limitation.

c. Finance will distribute PLT election forms to all full-time employees, and completed forms must be submitted to Finance by September 1st. Failure to submit the required form by the deadline will result in the employee being ineligible to participate in the personal leave incentive program for that fiscal year.

d. Personal leave payments shall be calculated using the employee's current straight time base hourly rate.

e. Accruals
f. shall not exceed the maximum allowable accrual of Personal Leave Time (PLT) hours based on each employee's years of service. This policy ensures equitable leave management and compliance with Village personnel regulations.

Example:

An employee with 7 years of service may accrue up to 200 hours of PLT. Once the employee reaches a balance of 200 hours, the employee will stop accruing PLT until the employee uses leave or participates in the Personal Leave Incentive Payment Program to draw down the balance.

g. Please refer to the termination table for guidance on the **maximum PLT hours** permitted. Max accrual for PLT will be set in the system of record for Personal Leave Time.

Holidays

Holidays occurring while an employee is on personal leave time shall not be charged against the employee's personal leave time balance.

Termination Pay

In the event any person having accrued personal leave ceases to be employed by the Village, they will be compensated for their accrued balance based on the following table:

Please note: You cannot earn above the maximum balance referenced in the below table.

Please note: You must complete 6 months of employment with the Village in order to receive PLT payout.

Years	Maximum Balance	Payout
0-5	320	240
6-10	480	360
11-20	640	480
21+	680	600

Commented [AS2]: What is the logic of the diminishing payout until 21 years is worked? A person could retire with a pension before 21 years yet they are penalized?

Commented [U3R2]: Per discussion on 1/10, HR will let us know if this should be modified to allow for full payout.

12.3 Employee Absence

Any employee who is on personal leave and away from work due to personal illness for a period of three (3) days or longer shall, prior to being returned to work or being entitled to any further compensation, furnish without delay to the Human Resources Department, a report from a duly licensed physician which shall provide sufficient information to support the employee's absence due to personal illness.

12.4 Donations of Personal Leave Time or Comp Time

It shall be the policy of the Village to permit an employee who has a minimum of 120 hours of personal leave time the opportunity of donating accrued personal leave time or comp time to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time, and when the employee has exhausted all accrued leave. Extraordinary circumstances shall be defined as lengthy hospitalization, critical illness, or injury of the employee.

Donation requests must be submitted in writing to the Human Resources Department who will then review approve/deny and send to the Finance department for processing. Transfers of PLT or Comp Time hours from the donating employee's PLT or Comp bank to the designated employee's PLT bank will be done as soon as practical after receipt of the written request. PLT and Comp Time donations are transferred hour for hour regardless of pay rate of donor or designated recipient.

Commented [U4]: When done in this manner rather than as an emergency illness leave pool (not specified donation to anyone at time of donation), the cash value of the donated leave is includable in the donor's gross income and will be treated as wages for tax purposes. We can create a program that does not allow employees to specify a donor that won't have tax consequences. But, if employees are used to this, no problem keeping it.

1/10--AS/JP will find out if Finance is properly taxing.

Donated hours do not count as "Used" hours to meet their annual minimum usage for the "Donor" employee.

12.5 Leaves of Absence without Pay

Personal leave shall not accrue during leaves of absence without pay. Any regular employee may be eligible for an unpaid leave of absence as provided by the Family Medical Leave Act. When the leave does not qualify as FMLA, the employee is responsible for the full cost of their benefits, including the portion normally paid by the Village if they were actively working or on paid leave. Refer to the FMLA policy regarding continuation of benefits while on unpaid FMLA leave.

12.6 Notification

When an employee requests personal leave time, they must notify his/her Department Director or designated supervisor prior to his/her duty start time. Failure to do so may result in denial of PLT use and pay. The Department Director or designee must ensure adequate personnel are available to carry the mission and responsibility of the Village when granting personal leave time.

12.7 Observed Holidays

The following shall be official Village holidays:

• New Year's Day	January 1
• Dr. Martin Luther King, Jr. Day	3rd Monday in January
• President's Day	3rd Monday in February
• Good Friday	
• Memorial Day	Last Monday in May
• Juneteenth	June 19th
• Independence Day	July 4
• Labor Day	1st Monday in September
• Veteran's Day	November 11
• Thanksgiving Day	4th Thursday in November
• Friday following Thanksgiving	4th Friday in November
• Christmas Eve	December 24
• Christmas Day	December 25
• New Year's Eve	December 31

If a recognized holiday falls on a Saturday, the designated holiday shall be observed on the previous Friday. If a recognized holiday falls on a Sunday, the designated holiday shall be observed on the Monday following the holiday. In cases where Christmas Eve and Christmas day/New Year's Eve and New Year's Day fall on Friday/Saturday, Saturday/Sunday, or on Sunday/Monday, the holidays shall be observed by the Village as follows:

Christmas/New Year's Eve (actual)	Christmas/New Year's Day (actual)	Observed as:
Friday	Saturday	Thursday and Friday
Saturday	Sunday	Friday and Monday
Sunday	Monday	Monday and Tuesday

The Village Manager, in conjunction with the Department Director, retains ultimate discretion as to whether employees will be required to work on a particular holiday based on the operational needs of the Village.

Holiday Pay

Regular, full-time employees are eligible for the receipt of paid holidays as set forth below.

Generally, regular, full-time employees will not be required to work on a recognized holiday and will receive their regular rate of pay for the recognized holiday. In some cases, due to departmental requirements, employees may be scheduled and required to work on a holiday. Non-exempt employees working on a holiday shall receive eight (8) hours of holiday pay. Additionally, they shall also be paid time and a half for a full eight (8) hour day. This does not apply to PBA members who receive ten (10) hours straight for every holiday in addition to hours worked.

Employees who call out the day before or the day after a holiday (Unscheduled PLT) will not be compensated for the holiday. At the Department Director's discretion, with Human Resources approval, employees may be compensated for the holiday if it is deemed that the employee was legitimately ill. The Human Resources Department may require documentation from the employee's health care provider to confirm the personal illness.

Eligible employees on paid leave shall be granted holiday pay in lieu of a paid leave day. Eligible employees on unpaid leave, temporary employees, and part-time employees are not eligible for holiday pay.

Regular, full-time employees who do not work on a designated holiday by virtue of a modified work schedule necessitated by the requirements of their position will get eight (8) hours straight time for the designated holiday. This does not include PBA.

Chapter 13:Family and Medical Leave Act Leave

13.1 General Policy Statement

Eligible employees will be granted up to 12 weeks of unpaid family, medical, or exigency leave during a 12-month period in accordance with the Family and Medical Leave Act (FMLA). Eligible employees will be granted up to 26 workweeks of unpaid leave to care for a covered member or veteran of the Armed Forces, including a member or veteran of the National Guard or Reserves, who is a family member or next of kin, during a single 12-month period in accordance with the FMLA as amended from time to time. The 12-month period is measured backward from the first date an employee uses FMLA leave. However, in the case of an employee caring for a service member, where up to 26 weeks of leave may be taken, the 12-month period is measured forward from the first date of leave.

During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work, however the employee will not accrue Personal Leave Time during unpaid FMLA leave. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position.

13.2 Notice

Employees must provide Human Resources with no less than thirty (30) day's notice of their intent to take FMLA leave when the leave is foreseeable. If such leave is unforeseeable, the employee

shall provide notice as soon as possible after the employee learns of the need for the leave. Employees on approved family leave, medical leave, exigency leave, or service member leave under this policy, with or without pay, must make at least monthly contact with the Human Resources Department during their absence. Family Medical Leave under this policy runs concurrently with all other paid or unpaid leaves of absence.

13.3 Eligibility

To be eligible for FMLA leave, exigency leave, or service member leave, an employee must have been employed by the Village for at least twelve (12) months and must have worked for at least 1,250 hours during the previous twelve-month period. Employees must also work at a site with 50 or more Village employees or where 50 or more Village employees are located within 75 miles of the worksite.

In addition to the foregoing eligibility requirements, the employee must also show that the reason for the leave falls into one of the following categories:

1. For the birth of a son or daughter, and to care for the newborn child.

2. For the placement of a child with the employee for adoption or foster care, and to care for the newly placed child.

3. To care for an immediate family member (spouse, child, or parent) with a serious health condition.

4. When the employee is unable to work because of a serious health condition.

5. To care for an injured or ill covered service member or covered veteran. The employee must be the family member or the next of kin (nearest blood relative) of the covered service member or covered veteran; and

6. To address any qualifying exigency arising out of the fact that a spouse, child, or parent who is also a military member in the National Guard or Reserves or a regular component of the Armed Forces when the military member is on covered active duty or called to covered active-duty status and deployed to a foreign country.

13.4 Medical Certifications

The employee shall provide Human Resources with complete and sufficient certification of the need for leave from the health care provider of the employee, family member, or covered service or military member within fifteen (15) days of notification of the need for leave.

The employee will be required to submit a recertification in certain circumstances. Employees bear the entire cost of obtaining all certifications required by the Village.

The Village may require, at its own expense that the employee obtain the opinion of a second health care provider designated or approved by the Village.

Employees failing to provide complete and sufficient certifications as required, and after any opportunity to correct, may be denied the taking of FMLA leave. Failure to provide any certification may result in denial of leave under the FMLA policy. Employees who fail to provide requested documentation of the reason for an absence from work may be subject to disciplinary action up to, and including, termination.

13.5 Intermittent or Reduced Work Week Leave

Leave can be taken intermittently or on a reduced work schedule when medically necessary for a serious health condition or as a result of a qualifying exigency. However, the employee must provide a certification from the health care provider stating that the employee's reduced work schedule is medically necessary and the expected duration and schedule of the intermittent leave or reduced work schedule when intermittent leave is medically necessary.

If an employee requests intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment, the employee:

1. May be required to transfer temporarily to an available alternative position (for which they are qualified) which has an equivalent pay and benefits, and which better accommodates recurring periods of leave than the regular position of the employee.

2. Must make reasonable efforts to schedule the treatment so as not to unduly disrupt operations.

13.6 Health Insurance during FMLA Leave

During approved FMLA leave, the Village is required to maintain group health insurance benefits. Maintenance of such group health insurance requires that the employee continue to contribute any co-payment of his or her normal portion of the insurance premiums to the Village at the same time payroll deductions would normally be made in order to maintain insurance coverage. If the employee's payment is more than thirty (30) days late, the Village may discontinue health insurance coverage upon notice to the employee. To the extent an employee's FMLA leave is paid through available accrued leave balances, the employee's portion of premiums will be collected through payroll deductions. For details on continuation of health insurance benefits for dependents, please contact the Human Resources Department.

13.7 Return from FMLA

Employees returning from an FMLA leave are required to submit a fitness for duty certification from their healthcare provider prior to returning to work demonstrating the employee can perform the essential functions of the job. Failure to provide that certification may delay the employee's reinstatement.

After the beginning of the leave, an employee may discover that circumstances have changed, and the amount of leave time originally anticipated is either reduced or needs to be extended. In foreseeable circumstances where it is necessary to change leave time, the employee is required to give the Village notice within two (2) business days.

An employee who accepts other employment during FMLA leave, or who fails to return to work on the next regularly scheduled workday following the expiration of the leave, or who does not accept a position offered by the Village when returning from leave, will be separated from their employment. Employees are prohibited from performing any work during FMLA leave, for the Village or any other entity or individual, and may be terminated immediately upon discovery of same.

Employees who give notice to the Village that they do not intend to return to work upon conclusion of FMLA leave will be considered to have voluntarily resigned.

13.8 Concurrent Use of Paid and Other Leave

The Village requires that employees use their accrued paid leave, such as Paid Leave Time or comp, concurrently with their FMLA leave. Similarly, other leave occasioned by, for example, workers' compensation injury or disability will run concurrently with an employee's FMLA leave.

Questions on Family and Medical Leave can be directed to the Human Resources Director/Department.

In the event the requirements under the Family and Medical Leave Act are amended, such requirements shall control.

Chapter 14: Drug-Free Workplace Policy

The Village of Palm Springs recognizes that substance abuse is a serious problem; the Village strives to provide a safe working environment; the Village considers the abuse of drugs or alcohol in the workplace unsafe and counterproductive. To ensure that the Village maintains a drug free workplace, the Village has adopted this Drug Free Workplace Program in accordance with and pursuant to Section 440.102, Florida Statutes.

While the Village of Palm Springs understands that employees and applicants who are under a physician's care may be required to use prescription drugs, the abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

The Village is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on the job; reports to work under the influence of drugs or alcohol; possesses, distributes, or sells drugs in the workplace; or abuses alcohol on the job. Therefore, the Village has established the following policy:

14.1 Policy

1. It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job or on Village property, including parking lots.

2. It is a violation of this policy for anyone to report to work under the influence of illegal drugs or alcohol.

3. It is a violation of this policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications).

4. It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace.

5. It is a condition of employment to abide by the Drug-Free Workplace Policy.

6. Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individual privacy with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the Village.

A visibly impaired employee is unable to properly perform required duties and shall not be allowed to work. The employee's supervisor should consult privately with the employee if the supervisor makes any such observation.

If the supervisor determines that the employee is impaired, the employee shall be sent to a testing facility by a means of safe transportation. The employee may be accompanied by the supervisor or another employee, if necessary. An impaired employee shall not be allowed to drive.

14.2 Authority for Drug & Alcohol Testing

The Village has implemented this policy in accordance with the program requirements outlined in Florida Statute § 440.102.

14.3 Definitions

1. Drug: alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or

a metabolite of any of the substances listed in this paragraph. Please note that marijuana, even if prescribed for a medical purpose and even if deemed lawful by some states for other purposes, remains an illegal controlled substance under federal law. As such, the Village strictly prohibits the use of marijuana for any purpose.

2. Drug Test or Test: any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

3. Initial Drug Test: a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective forum.

4. Job Applicant: a person who has applied for a special-risk or mandatory testing position with the Village and has been offered employment conditioned upon successfully passing a drug test and may have begun work pending the results of the drug test.

5. Mandatory Testing Position: a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances; or a job assignment that requires an employee security background check pursuant to Florida Statute § 110.1127; or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

6. Medical Review Officer or MRO: a licensed physician, employed with or contracted with the Village, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

7. Prescription or Nonprescription Medication: a drug or medication obtained pursuant to a prescription as defined by Florida Statute § 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

8. Special-Risk Position: a position that is required to be filled by a person who is certified under Chapter 633 or 943 of the Florida Statutes.

14.4 Types of Testing Required

1. Job Applicant Drug Testing: Job applicants for mandatory testing and special risk positions must submit to a drug test. Refusal to submit to a drug test, or a positive confirmed drug test result, shall be used as a basis for declining to offer employment to the applicant.

2. Reasonable Suspicion Drug & Alcohol Testing: Employees will be tested following any observed behavior creating "reasonable suspicion." These behaviors may include the following:

a. Direct observation of drug/alcohol use, or the symptoms of being under the influence of a drug or alcohol (e.g., bloodshot, glassy, or watery eyes, alcoholic odor, stumbling or staggering, unable to walk, fumbling, reduced reaction).
b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
c. A report of drug use, provided by a reliable and credible source.
d. Evidence that an individual has tampered with a drug test while working for the Village.
e. Information that an employee has caused, contributed to, or been involved in, an accident while at work, which includes post-accident in a Village owned, leased, or rented vehicle.
f. Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the Village's premises or while operating the Village's vehicles, machinery, or equipment; and

3. Follow-Up Testing: If the Village requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug test, the employee is required to submit to a random drug test, at least once per year for a two (2) year period after completion of the program. Advance notice of the testing date will not be given to the employee being tested. If the employee voluntarily enters the program, the Village is not required by law to conduct follow-up testing but may do so in its discretion.

4. Routine Fitness-For-Duty Testing: Employees who ordinarily must submit to annual physical fitness for duty examination must also submit to drug testing at that time.

5. Random Testing of Mandatory Testing and Special Risk Positions: employees with job assignments designated as mandatory testing and employees in special risk positions are subject to testing through the use of an unbiased selection procedure.

14.5 Confidentiality

All information, interviews, reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and may not

be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Florida's Drug-Free Workplace Act or in determining compensability under the workers' compensation or unemployment benefits laws.

The Village, the laboratories, medical review officers, employee assistance programs, drug rehabilitation programs and their agents shall not release any information concerning drug test results obtained under this policy without first obtaining a release from the individual in accordance with Florida's Drug-Free Workplace Act and other applicable laws or regulations.
All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the drug testing program are confidential and exempt from disclosure under Florida's public records laws.

Drugs to Be Tested

The Village will test for the following drugs: ALCOHOL, AMPHETAMINES, CANNABINOIDS (MARIJUANA), COCAINE, OPIATES, PHENCYCLIDINE (PCP), METHAQUALONE, BARBITURATES, BENZODIAZEPINES, METHADONE AND PROPOXYPHENE.

Testing Location

The Village only uses laboratories for drug testing that are licensed by the Florida Agency for Health Care Administration or that are certified by the U.S. Department of Health and Human Services. You may be tested at the following laboratory:

Please see the Human Resources Department for testing location(s).

Testing Procedures

The Village and its MRO will comply with all testing procedures as outlined in Florida Statute Section 440.102(5). Employees or job applicants may confidentially report the legitimate use of prescription or non-prescription medications both before and after being tested to the testing laboratory and the Medical Review Officer.

Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

NOTE: All employees are subject to this policy, including commercial drivers who are also separately subject to the Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers. In all cases, commercial drivers will be advised as to which policy under which a test is being conducted.

Challenging Results

Within five (5) working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Village explaining or contesting the test result, and explaining why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the Village, the employee will be notified by the Village in writing within 15 days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and address of the laboratory.

The foregoing documentation shall be kept confidential and retained by the Village for at least one (1) year.

Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.

All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant to Florida's Drug-Free Workplace Act.

Employees are solely responsible for all costs associated with any challenge.

Consequences of Positive Confirmed Test Result

Job applicants receiving a positive confirmed test result shall not be hired. Any employee, regardless of probationary status or regular status, receiving a positive confirmed test result for the first time will be suspended for 3 days, up to and including termination. A second offense is automatic termination.

Follow-Up Testing: If the Village requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug test, the employee is required to submit to a random drug test, at least once per year for a two (2) year period after completion of the program.

The employee may reapply for employment after three (3) months and upon demonstrating successful completion of an appropriate treatment program.

Additionally, an employee receiving a positive confirmed test result may lose his or her right to workers' compensation, unemployment compensation benefits, medical and indemnity benefits.

The Village may also discipline the employee for the consequences of their alcohol/substance abuse (e.g., absenteeism) even on a first offense even where this policy was not violated.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at his or her own expense at another licensed or certified laboratory chosen by the employee or job applicant.

Effective Date: October 1996
Revisions: 2008, 9/2023, 9/2025

Consequences of Conviction for Violation of Criminal Drug Statute Occurring in the Workplace

All employees shall report any conviction for a violation of a criminal drug statute occurring in the workplace to the immediate supervisor in writing, no later than 5 (five) calendar days after such conviction.

Within 30 calendar days of receiving such notice from a convicted employee, the Village shall take one of the following actions:

- Take appropriate disciplinary action against the employee, up to and including termination;
- Require the employee to participate satisfactorily in a drug abuse or assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Commented [U5]: Left discretion for level of discipline here because it conviction may be result of solely off-duty activity.

Consequences of Refusing to Submit to Drug/Alcohol Testing

An employee who refuses to submit to drug testing shall be immediately terminated. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation, medical and indemnity benefits. A job applicant who refuses to submit to drug testing will not be hired.

Refuse to submit (to an alcohol or controlled substances test) means that an employee:

- Failed to appear for any test within 2 (two) hours of being directed to report by the Village. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator.
- Failed to remain at the testing site until the testing process was complete.
- Failed to provide a urine specimen for any drug test, or failure to provide a blood specimen for alcohol testing.
- In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of the employee's provision of a specimen.
- Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failed or declined to take a second test that the Village or collector has directed the employee to take.

- Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Village.

- Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an accident or to allow the Village access to medical records containing the results of such tests or attempted to block the release of such specimens or medical records.

- Failed to cooperate with any part of the testing process (*e.g.*, refused to empty pockets when so directed by the collector, behaved in a confrontational way that disrupts the collection process); or

- Was reported by the MRO as having submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

Medications That May Alter or Affect the Drug Test

Some common medications may alter or affect a test result. They are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot, and is not intended to, be all-inclusive.

ALCOHOL All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.

CANNABINOIDS Marinol (Dronabinol, THC).

COCAINE Cocaine HCI topical solution (Roxanne).

PHENCYCLIDINE Not legal by prescription.

METHAQUALONE Not legal by prescription.

OPIATES Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin.

BARBITURATES Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad.

BENZODIAZEPINES Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE Dolophine, Metadose.

PROPOXYPHENE Darvocet, Darvon N, Dolene.

Employee Assistance Programs (EAP)

Employees are encouraged to contact the EAP if they need help in dealing with substance or alcohol abuse prior to the use becoming a problem at work.

Generally:

(1) An Employee Assistance Program (EAP) will be maintained by the Village to provide assistance to employees who suffer from alcohol and/or drug abuse. However, it is the responsibility of the employee to seek assistance from the EAP before substance abuse problems lead to disciplinary action. Once a violation of this policy occurs, the subsequent utilization of EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

(2) If an employee decides to seek prior assistance from the Employee Assistance Program, the decision will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding.

(3) The use of EAP shall not be a defense to imposition of disciplinary action where facts providing violation of this policy are obtained outside of the EAP. Accordingly, the purposes and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

(4) Using the EAP, the Village shall provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse, subject to the provisions of the Village's health insurance plan. Such employees who seek voluntary treatment prior to violating this policy may be granted leave with a conditional return to work depending on successful completion of the agreed upon appropriate treatment regimen which shall include follow-up testing.

EAP Referral.

(1) Self-Referral. In a self-referral, the employee contacts the EAP counselor directly. The employee is assured that no one in the Village will be notified.

(2) Supervisory Referral. It is the responsibility of the Village's supervisors to appropriately confront an employee whenever they see changes in performance that suggest an employee problem. The supervisor may suggest that the employee voluntarily seek help (informal referral) from the Village's Employee Assistance Program (EAP) or decide that the severity of the problem is such that an involuntary referral to the EAP should be made (formal referral). This must be in consultation with Human Resources.

(3) Informal Referral. Informal referrals can take place at any time during the disciplinary process or if an employee confides in the supervisor that they are having problems of a personal nature.

In an informal referral:

(a) The supervisor should inform the employee of the benefits provided by the EAP and give the employee the name of the counselor and the telephone number.

(b) The supervisor should contact the EAP counselor and inform him/her of the informal referral and the circumstance leading to it, but this is not necessary.

(c) In an informal referral, the EAP counselor will not tell the supervisor whether the employee used the EAP and will not divulge any information to the supervisor about the visit.

(4) Formal Referral. A formal referral can take place at any time during the disciplinary action up to and including termination.

In formal referral:

(a) The supervisor (or another manager designated by the Village) should contact the EAP counselor to discuss the employee's problem.

(b) The EAP counselor will ask the employee to sign a waiver allowing the counselor to call the supervisor and tell his/her whether the employee saw the counselor and followed recommendation. No other detailed information is revealed to the supervisor.

Organizations with Substance Abuse Programs:

Narcotics Anonymous Helpline: 561-393-0303

Drug Abuse Foundation of Palm Beach County: 561-278-0000

Palm Beach Al-Anon/Al-a-Teen Information Service: 561-278-3481

Alcoholics Anonymous (Palm Beach County): 561-655-5700

Comprehensive Alcoholism Rehabilitation Program: 561-844-6400

Village's Employee Assistance Program: Please see Human Resources.

The Village does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

14.6 Effective Date of Drug-Free Workplace Policy

This Drug-Free Workplace is effective immediately upon adoption and supersedes any prior policies.

Chapter 14 Part 2: Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers

BACKGROUND AND PURPOSE

The illegal use of drugs and the abuse of alcohol are problems that invade the workplace, endangering the health and safety of the abusers and those who work around them. Every employee and applicant should understand those dangers and be aware of the federal requirements and state guidelines concerning substance abuse and alcohol in the workplace.

The Village's Drug/Alcohol Testing Policy For DOT-Covered CDL Drivers ("the Policy") was developed in conformity with the Department of Transportation Regulations located in 49 C.F.R. Part 40 and 49 CFR Part 382, which are on file with the Village's Designated Employer Representative (DER) [the Village's Human Resources Director and Village Manager] for review at any time during normal working hours.

Our policy formally and clearly states that the illegal use of drugs and abuse of alcohol or prescription drugs will not be tolerated. As a means of maintaining this policy, the Village has implemented pre-employment and active employee drug testing as outlined in this Policy.

This Policy is designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This policy is designed to detect users and remove abusers of drugs and alcohol.

Commercial drivers are subject to Department of Transportation ("DOT") testing regulations, which includes placement in a *separate random testing pool* containing only DOT-covered employees for the purposes of DOT compliance. With regard to those employees covered by the DOT regulations, the federal regulations, as amended from time to time, shall govern any conflicts with this Policy. As employees of the Village, DOT-covered commercial drivers are also separately subject to the Village's Drug-Free Workplace Policy which covers all employees.

The Village determines the level of discipline following violations of this policy, and the level of discipline is not dictated by federal requirements. The Village has determined that it will terminate any employee who violates this, Policy.

APPLICABILITY AND PARTICIPATION REQUIRED

This Policy applies to every employee who is required to maintain a commercial drivers' license whose position requires operation of a commercial motor vehicle owned or leased by the Village. These employees are referred to as "commercial drivers" and include full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner-operator contractors.

The positions that are subject to this policy at the Village due to the requirement the employee hold a valid CDL and drive a commercial motor vehicle are:
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Position Title	Basis for Testing	Applicable Policy
Bus Drivers	Mandatory Testing, Commercial Driver w/ CDL	Drug Free & DOT
Recreation Supervisor I	Mandatory Testing, Commercial Driver w/ CDL	Drug Free
Utilities Field Service II	Mandatory Testing (all)	Drug Free
	Commercial Driver w/ CDL	DOT
PW Field Service II	Mandatory Testing (all)	Drug Free
	Commercial Driver w/ CDL	DOT

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Participation in the DOT Drug/Alcohol Testing program as set forth in this Policy is a requirement for all commercial drivers and is a condition of employment. Failure to participate and comply with the requirements set forth in this Policy may result in disciplinary action up to and including termination of employment, which is determined by the Village and not federal law or regulations.

While the Village may require other positions to maintain a CDL license, the employees filling those positions are not subject to the DOT Drug/Alcohol Testing Policy for Commercial Drivers because it has been determined those positions never operate commercial motor vehicles.

DEFINITIONS

Commercial motor vehicle (CMV) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle is a—

> (1) Combination Vehicle (Group A)—having a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or

(2) Heavy Straight Vehicle (Group B)—having a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or

(3) Small Vehicle (Group C) that does not meet Group A or B requirements but that either—

(i) Is designed to transport 16 or more passengers, including the driver; or
(ii) Is of any size and is used in the transportation of hazardous materials as defined in this section.

Safety-sensitive function means all time from the time a commercial driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

(1) All time at the Village's plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the commercial driver has been relieved from duty by the Village.

(2) All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.

(3) All time spent at the driving controls of a commercial motor vehicle in operation.

(4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the federal requirements).

(5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

(6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

DUAL TESTING REQUIREMENTS

As noted above, commercial drivers subject to the testing requirements of this Policy are separately subject to the Village's Drug-Free Workplace Policy covering all employees. The Village Drug-Free Workplace Policy reflects requirements of the Village and are not required by the DOT. Any personnel actions under the general Drug- Free Workplace Policy will be clearly indicated as being based on Village authority under the Drug-Free Workplace Policy and not based upon the DOT Drug/Alcohol Testing Policy. Any personnel actions under this Policy will be clearly indicated as such. Further, this policy will identify where the Village has utilized its discretion where federal regulations do not specify a particular course of action.

REQUIRED HOURS OF COMPLIANCE

Alcohol prohibited:

- while on duty.
- 4 hours prior to on-duty time; and,
- 8 hours following an accident or until a post-accident test is complete, whichever occurs first.

Controlled Substances:

Commercial Drivers are prohibited from reporting to, or remaining on, duty when using any controlled substance, unless the use is at the direction of a physician who advised that the substance does not adversely affect the commercial driver's ability to safely operate a commercial motor vehicle.

While not required by the federal regulations, the Village requires all employees to report the use of controlled substances at the direction of a physician to Human Resources along with documentation from the physician advising that the substance does not affect the driver's ability to safely operate a commercial motor vehicle *prior to reporting for duty*.

DRUG/ALCOHOL TESTING POLICY DISSEMINATION

(1) The Village will give a general one-time notice to its commercial drivers that it is a condition of employment for employees to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body and that a drug testing program is in place. To this end, each commercial driver shall be provided a copy of this Policy, and each employee is required to sign a statement certifying that the employee has received a copy of the Policy. The Village will maintain the original of the signed certificate and will provide a copy of the certificate to the employee upon request.

(2) Prior to each alcohol or controlled substance test performed under this Policy, each employee or job applicant for employment to be tested will be advised that the testing is being conducted pursuant to this Policy, rather than the Village's general Drug-Free Workplace Policy.

(3) A notice of drug testing will be included with all vacancy announcements for those positions where drug testing under this Policy is required (want ads, job postings, etc.). A notice of the DOT Drug/Alcohol Testing Policy will also be posted in an appropriate and conspicuous location on the Village's premises and copies of the policies will be made available for inspection during regular business hours by the employee or job applicant in the Village's Human Resources Department.

DESIGNATED EMPLOYER REPRESENTATIVE

The Village has designated certain individuals as Designated Employer Representatives (DER). These individuals are responsible for the administration of the DOT Drug/Alcohol Testing Policy and are authorized by the Village to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER is also authorized to receive test results and other communications for the Village, consistent with the requirements of this Policy and with the applicable regulations. The DER is available to answer any questions by employees concerning this policy. The DER for the Village is the Director of Human Resources and the Village Manager.

DRUG AND ALCOHOL TESTING RECORD (CLEARINGHOUSE QUERIES)

The Village is required under the DOT regulations to obtain information regarding the drug and alcohol testing record of commercial drivers from their previous DOT-regulated employers where the Village intends to use such drivers to perform safety-sensitive (commercial driving) duties. As a result of this requirement and in accordance with federal regulations (49 C.F.R. § 382.701), the Village or its providers will query the FMCSA Drug and Alcohol Clearinghouse for any drug or alcohol information pertaining to DOT-covered CDL drivers and applicants, as follows:

1. *Full pre-employment queries* will be conducted on applicants for any position which requires a DOT-covered CDL license or on current employees who have not held a position requiring a DOT-covered CDL license with the Village. As a condition of consideration for employment, applicants will be required to provide the Clearinghouse with consent to allow the Village to conduct a full query.

2. *For current employees* who are employed in a position requiring a DOT-covered CDL, *a limited query* of the Clearinghouse will be conducted annually. As a condition of continued employment, employees are required to execute the required consent form permitting the limited query. If the limited query reveals that information about the CDL driver exists in the Clearinghouse, the Village will conduct a full query within 24 hours. As a condition of continued employment, the DOT-covered CDL driver will be required to provide the Clearinghouse with consent allowing the Village to conduct a full query.

In accordance with federal regulations (49 C.F.R. § 382.703), the Village (or its Service Agent if the Village uses a Third-Party Administrator to administer its DOT drug testing policy) will report the following drug/alcohol information regarding DOT-covered CDL drivers/applicants to the FMCSA:

Reporting entity	**When information will be reported to Clearinghouse**
Village	• A verified positive, adulterated or substituted drug test result. • An alcohol confirmation test with a concentration of 0.04 or higher. • Refusal to test (alcohol) as specified in 49 CFR 40.261.
	• Refusal to test (drug) not requiring a determination by the MRO as

	specified in 49 CFR 40.191.
	• Actual knowledge that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance. "Actual knowledge" means the employer's direct observation of the employee, a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use. Direct observation means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing. "Traffic citation" means a ticket, complaint, or other document charging driving a CMV while under the influence of alcohol or controlled substances.
	• Negative return-to-duty test results (drug and alcohol testing, as applicable) • SAP's report of successful completion of return-to-duty process
	• Completion of follow-up testing.
Service Agent acting on behalf of Village (if the Village uses a TPA)	• A verified positive, adulterated or substituted drug test result. • An alcohol confirmation test with a concentration of 0.04 or higher. • Refusal to test (alcohol) as specified in 49 CFR 40.261.
	• Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
	• Actual knowledge that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance. "Actual knowledge" means the employer's direct observation of the employee, a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use. Direct observation means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing. "Traffic citation" means a ticket, complaint, or other document charging driving a CMV while under the influence of alcohol or controlled substances.
	• Negative return-to-duty test results (drug and alcohol testing, as applicable) • SAP's report of successful completion of return-to-duty process

	• Completion of follow-up testing.

If an employee or applicant refuses to provide the necessary consent, the Village will not permit the employee to perform safety-sensitive functions and the Village will terminate the employee. The level of discipline is within the Village's discretion and is not set forth by the federal regulations.

If the Village obtains information that an employee or applicant violated a DOT agency drug and alcohol regulation, the employee will be terminated, and an applicant will not be hired. Termination is not required by the federal regulations and is within the Village's discretion to do so. Terminated employees are permitted to reapply for employment after three (3) months and may be permitted to perform safety-sensitive functions at that time if the Village is provided documented proof that the employee has subsequently complied with the return-to-duty requirements of 49 CFR Part 40.

REQUIRED TESTING

Pre-employment testing

All job applicants for commercial driver positions, including internal transfers, are required to undergo testing for controlled substances as a condition of employment. Additionally, prior to the first time an employee performs safety-sensitive functions for the Village as a commercial driver, either as a new hire or as a result of a transfer, the employee shall undergo testing for controlled substances. The Village will not allow an employee to perform safety-sensitive functions unless the Village has received a controlled substances test result from the MRO or C/TPA indicating a verified negative test result for that commercial driver.

The Village reserves the right to invoke any and all exceptions to the pre-employment testing requirement as set forth in the DOT regulations (49 CFR § 382.301(b)).

Post-accident testing

Commercial drivers will be tested as soon as practicable following an occurrence involving a commercial motor vehicle on a public road in commerce as follows:

Type of Accident	**Citation Issued* to CMV Driver**	**Test Must Be Performed**
Human Fatality	Yes	Yes
Human Fatality	No	Yes
Bodily injury with immediate medical treatment away from scene	Yes	Yes

Bodily injury with immediate medical treatment away from scene	No	No
Disabling damage to any motor vehicle requiring tow away	Yes	Yes
Disabling damage to any motor vehicle requiring tow away	No	No

*In the above chart, "citation issued" refers to a citation received by the commercial vehicle driver under State or local law for a moving traffic violation arising from the accident. With respect to alcohol testing, the citation must be received within eight (8) hours of the occurrence. With respect to controlled substance testing, the citation must be received within thirty-two (32) hours of the occurrence.

If an alcohol test is required but not administered within two (2) hours following the accident, the Village will prepare and maintain a record stating the reasons it was not promptly administered. The Village will not attempt to administer an alcohol test after eight (8) hours, or a controlled substance test after thirty-two (32) hours, following the accident.

Commercial drivers subject to post-accident testing shall remain readily available for testing or the Village may designate such unavailability as a refusal to submit to testing and the commercial driver will be terminated. The level of discipline is within the Village's discretion and not set forth by federal regulations. However, nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care. The results of a breath or blood test for the use of alcohol, or the results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, meet the requirements of testing under this policy, provided the tests conform to the applicable Federal, State or local alcohol or controlled substance testing requirements, and that the results of the tests are obtained by the employer.

Post-accident testing under this Policy does not apply to:

(a) An occurrence involving only boarding or alighting from a stationary motor vehicle.
(b) An occurrence involving only the loading or unloading of cargo; or
(c) An occurrence in the course of the operation of a passenger car by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials that require DOT-mandated markings or placards.

Random testing

Every DOT covered commercial driver shall submit to unannounced random alcohol and controlled substance testing to be spread reasonably throughout the calendar year. However, a

DOT covered employee will only be tested for alcohol while performing safety-sensitive functions, just prior to performing safety-sensitive functions, or just after performing such functions. The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, and each employee selected for random alcohol and controlled substances testing under the selection process used, shall have an equal chance of being tested each time selections are made. Each employee selected for testing shall be tested during the selection period. Random testing for commercial drivers will be conducted according to the applicable rates mandated by the DOT and its applicable agencies (2023 DOT Rates: 50% Random Drug; 10% Random Alcohol) but may exceed those rates at the Village's discretion.

After notification, it is the responsibility of the employee to provide a specimen immediately. At the time of the notification, the donor will be instructed to go directly to the designated collection site. The employee will notify the collection site personnel that the employee has been selected for a random test and that the employee is ready to provide a specimen for the requested test.

Reasonable suspicion testing

Commercial drivers who, based on specific, contemporaneous, articulable observations of a qualified supervisor concerning the appearance, behavior, speech, or body odor, may be reasonably suspected of using or being under the influence of alcohol or controlled substances or tampering with a drug screen test, shall undergo alcohol and controlled substance testing. In the case of controlled substances, the observations may include indications of the chronic and withdrawal effect of controlled substances.

A "qualified supervisor" is a supervisor or Village supervisor, manager or department director who has received at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training will be used by the supervisors to determine whether reasonable suspicion exists to require a commercial driver to undergo testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. Recurrent training for supervisory personnel is not required.

Alcohol testing is only authorized for reasonable suspicion testing if the observations are made during, just preceding, or just after the period of the workday that the commercial driver is required to be in compliance. A commercial driver may only be directed to submit to this testing while the driver is performing safety-sensitive duties, just before or just after the driver performed such duties. An alcohol test pursuant to reasonable suspicion testing shall occur within eight (8) hours. If the alcohol testing is done after two (2) hours from the time the observations occurred, the Village must document the reasons the test was not promptly administered.

Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no commercial driver shall report for duty or remain on duty under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the Village permit the employee to perform or continue to perform his/her work duties, including any safety-sensitive functions, until:

(i) An alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or

(ii) (ii) Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions in this part concerning the use of alcohol.

A copy of documentation supporting a reasonable suspicion test will be completed and signed by the qualified supervisor within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier, and will be retained confidentially by the Village.

On the basis of circumstances requiring a reasonable suspicion test, a commercial driver will immediately be removed from safety-sensitive functions, placed in a non-duty status, and required to use Personal Leave Time (the non-duty status shall be unpaid if the employee does not have such leave hours available) pending the outcome of the required drug/alcohol test.

Return to Duty and Follow-up testing

The Village is not required to provide commercial drivers who violate this Policy with an evaluation by a Substance Abuse Professional (SAP) or any subsequent recommended education or treatment. As such, commercial drivers who test positive in violation of this policy shall be terminated for the first offense. The level of discipline is determined by the Village and not set forth in the federal regulations.

If the Village, in its sole discretion, allows a driver to reapply and selects the driver for a position that would return the employee to a DOT safety-sensitive function following a violation, the Village will require that the commercial driver has already undergone an evaluation by an SAP and complied with the SAP's recommendations at the commercial driver's sole cost and expense. In addition, following removal from a safety sensitive position after a positive, adulterated or substituted test and referral to an SAP, and successful compliance with the prescribed education and/or treatment, a commercial driver is required to undergo a return to duty test for controlled substances and/or alcohol before returning to safety-sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee return to duty as provided by the SAP's follow-up testing plan. Follow-up testing may extend for up to 60 months following return to duty.

Additional testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations, in accordance with the Village's Drug-Free Workplace Policy for all employees or as otherwise deemed necessary by the Village.

SUBSTANCES TO BE TESTED AND DETECTION THRESHOLDS

The Village tests for the following substances pursuant to the federal regulations:

	Drug Screen Cut-off GC/MS
Marijuana metabolites/THC	50 ng/mL - 15ng/mL

Cocaine metabolites	150 ng/mL - 100 ng/mL
Codeine/Morphine	2,000 ng/mL – 2,000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL – 100 ng/mL
Oxycodone/Oxymorphone	100 ng/mL – 100 ng/mL
6-Acetylmorphine	10 ng/mL – 10 ng/mL
Phencyclidine (PCP)	25 ng/mL - 25 ng/mL
Amphetamines, Methamphetamine	500 ng/mL - 250 ng/mL

And Methylenedioxymethamphetamine (MDMA)

Alcohol - removal from safety-sensitive position at .02% Blood/Alcohol Content (B.A.C) or greater, violation of Policy at .04% BAC or greater.

PRESCRIBED OR OVER-THE-COUNTER MEDICATIONS

The Village recognizes that eventually most employees will need to take medications to combat various illnesses. Commercial drivers must realize, however, that the use of certain medications may constitute a violation of this Policy if not properly reported and may potentially alter or affect the results of a drug or alcohol test. A commercial driver could potentially test positive for a drug when taking medications prescribed by a doctor or purchased over the counter. Some medications known to alter or affect a drug test are listed in the next section of this Policy.

Employees who want more comprehensive or technical information about the use of medications, and their potential effects on the drug test results, should consult the Village's DER or a local testing laboratory. To avoid the potential problems created by a false test result, the Village has implemented procedures to enable employees to confidentially report the use of medications. An employee may report the use of medications on the back of his/her copy of the chain of custody form after the specimen is collected and discuss the use only with the Medical Review Officer.

However, employees are required to report the use of prescribed drugs for which the Village tests and provide written certification from their physician advising that the substance does not adversely affect driver's ability to safely operate a commercial motor vehicle **prior to engaging in any safety sensitive functions**. Failure to do so will result in termination, which is in the Village's discretion and not set forth by the federal regulations.

Note about Medical Marijuana and CBD Products: The DOT's Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – **does not authorize "medical marijuana" under a state law** to be a valid medical explanation for a commercial driver's positive drug test result. Therefore, a positive test result for marijuana or THC will result in the consequences set forth for a positive drug test. Furthermore, CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. Therefore, the MRO will verify a drug test confirmed at the appropriate cutoffs as positive, even if the commercial driver claims only a CBD product was used.

Substances which could alter or affect the outcome of a drug test

The following substances, listed by brand name and common name, are among those that could affect the results of a drug test. This list is not comprehensive. All questions concerning substances which could result in a positive test should be directed to the Village's DER or the MRO.

(1) AMPHETAMINES: Abetrol, Biphetamine, Desoxyn, Dexadrine, Didrex
(2) CANNABINOIDS: Marinol (Dronabinol, THC), Marijuana, Hash, Pot
(3) COCAINE: Cocaine HCI Topical Solution (Roxanne), Crack, Coke
(4) PHENCYCLIDINE: PCP, Angel Dust
(5) OPIATES: Paregoric, Parepectolin, Donnegal PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Opium, Heroin
(6) ALCOHOL: Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. For example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof); and Listerene is 26.9% (54 proof); Booze, Drink, wine, distilled spirits, malt beverages, beer, etc.
(7) BARBITUATES: Phenobarbitol, Tuinal, Amytal
(8) BENZODIAZOPHINES: Ativan, Azene, Klonopin, Dalmone, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Transene, Valium, Vertron, Xanax
(9) METHADONE: Dolophine, Methadose
(10) PROPOXYPHENE: Darvocet, Darvon N, Dolene

TESTING PROCEDURES

All alcohol or controlled substances testing under this Policy shall be conducted in conformity with the provisions and procedures set forth in the DOT Workplace Drug and Alcohol Testing Programs (49 C.F.R. Part 40 and 49 C.F.R. Part 382), which are on file with the Village's DER for review at any time during normal working hours. In summary, the testing procedures adopted by this Policy are as follows:

Alcohol Testing

All alcohol testing will be conducted using one of two possible methods. Alcohol testing may be performed using evidential breath testing (EBT) devices or saliva alcohol screening devices (ASD) approved by the NHTSA. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. The employee and the individual conducting the test (called a breath alcohol technician (BAT)) complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results. The confirmation test results determine any actions taken. Under certain circumstances, post-accident tests conducted by law enforcement

personnel will be acceptable.

Controlled Substance Testing

Controlled substance testing is conducted by analyzing an employee's urine specimen. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS). The employee provides a urine specimen in a location that affords privacy, and the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification, and integrity are not compromised. The testing for DOT requirements will be performed using "split specimen procedures" that require each urine specimen to be subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. The testing is a two-stage process. First, a screening test is performed. If it is positive for one or more of the controlled substances, then a confirmation test is performed for each identified controlled substance using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis.

GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the commercial driver has 72 hours to request the split specimen be sent to another DHHS certified laboratory for analysis. This split specimen procedure essentially provides the driver with an opportunity for a "second opinion."

All drug test results are reviewed and interpreted by a physician (Medical Review Officer (MRO)) before they are reported to the Village. If the laboratory reports a positive result to the MRO, the MRO contacts the employee (in person or by telephone) and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that the positive result was due to legitimate medical use of the prohibited drug, the drug test result is reported as negative to the Village.

Note about Medical Marijuana and CBD Products: The MRO may not verify a drug test as negative based upon information that a physician recommended that the employee use “medical marijuana.” Furthermore, CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. Therefore, the MRO will verify a drug test confirmed at the appropriate cutoffs as positive, even if an employee claims they only used “medical marijuana” or a CBD product.

PROHIBITED CONDUCT UNDER DOT REGULATIONS AS ADOPTED BY THIS POLICY

The following is an overview of the terms and conditions of this Policy, and for violation of which a commercial driver is subject to discipline as outlined below.

1. It is a violation of the DOT regulations, as adopted by this Policy, for any employee

to report for duty or remain on duty requiring the performance of safety-sensitive (commercial driving) functions while having an alcohol concentration of 0.04 or greater. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

2. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to use alcohol while performing safety-sensitive functions. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

3. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to perform safety-sensitive functions within four (4) hours after using alcohol. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

4. It is a violation of the DOT regulations, as adopted by this Policy, for any employee required to take a post-accident alcohol test to use alcohol for eight (8) hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

5. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

6. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty or remain on duty requiring the performance of safety-sensitive functions after or during use of any controlled substance, except when the use is pursuant to the instructions of a

licensed medical practitioner, who has advised the covered employee that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

7. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

8. It is a violation of the DOT regulations, as adopted by this Policy, for any employee tested under the provisions of this Policy and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle. The Village will not permit such an employee to perform or continue to perform safety-sensitive functions, until the start of the next regularly scheduled duty period, but not less than 24 hours following administration of the test. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

9. Employees must also fully comply with all prohibitions set forth in the Village's general Drug-Free Workplace Policy, which is applicable to both DOT-covered commercial drivers and non-DOT covered drivers who may or may not hold a CDL. When safety-sensitive commercial drivers are being tested pursuant to this Policy (i.e., the DOT-mandated policy), the testing procedures set forth herein shall apply. When safety-sensitive commercial drivers are being tested pursuant to the general Drug-Free Workplace Policy, the procedures set forth in that policy shall apply.

CONSEQUENCES OF VIOLATIONS

Prohibited conduct by an employee will result in the following Village sanctions that have been determined by the Village:

(1) Job Applicants will not be hired.

(2) Any employee violating this Policy will be terminated, regardless of length of service. The employee may reapply after three (3) months and after the individual completes the Substance Abuse Professional Process at their sole expense.

(3) An employee found to have an alcohol concentration of .02 or greater, but less than .04, shall not perform or continue to perform safety-sensitive functions until the start of the

commercial driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test. This time away from work shall be unpaid and the employee shall not be permitted to use Paid Leave Time. No action will be taken under this Policy based solely on test results showing alcohol concentrations of less than .04, but the Village may take action independent of this Policy in accordance with other applicable policies or laws.

(4) In addition to the other consequences provided in this Policy, all employees who refuse to submit to an alcohol or drug test to be conducted under this Policy will be presumed to be positive for the presence of alcohol or a controlled substance for the purpose of all workers' compensation medical and indemnity benefits claims arising from the incidents or accidents leading to said testing. Refusals to test shall subject the commercial driver to immediate termination.

(5) An employee who fails to report the use of prescribed drugs for which the Village tests and/or fails to provide written certification from their physician advising that the substance does not adversely affect driver's ability to safely operate a commercial motor vehicle prior to engaging in any safety sensitive functions shall be subject to immediate termination.

REFUSAL TO SUBMIT (to an alcohol or controlled substances test) means that an employee:

(1) Failed to appear for any test (except a pre-employment test) within two hours of being directed to report by the Village's DER or designee. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator.

(2) Failed to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

(3) Failed to provide a urine specimen for any drug test or failed to attempt to provide a saliva or breath specimen for alcohol testing, required by this Policy or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because they have left the testing site before the testing process commences (see 49 CFR Sec. 40.63(c) of the DOT regulations) for a pre-employment test is not deemed to have refused to test.

(4) In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the employee's provision of a specimen.

(5) Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

(6) Failed or declined to take a second test the Village, the Village's DER, or collector has directed the employee to take.

(7) Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the shy bladder or shy lung procedures set forth in 49 CFR Sec. 40.193(d) of the DOT regulations. In the case of a pre-

employment drug test, a covered employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.

(8) Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an "accident" requiring post-accident testing or refused to allow the Village access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records.

(9) Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or

(10) Is reported by the MRO as having a submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

SUBSTANCE ABUSE PROFESSIONAL REQUIREMENT

Any driver who has a verified positive controlled substances result, an alcohol concentration of .04 or greater, or refuses to submit to a test must also be evaluated by a Substance Abuse Professional at the employee's own expense, even if the employee is terminated by the Village, before obtaining a DOT-covered commercial driver position at any entity including the Village.

DRUG/ALCOHOL INTERVENTION

There are many good reasons why you should be concerned if any of your coworkers are using drugs or alcohol on the job including, but not limited to:

- Your health and safety may be at risk.
- Alcohol misuse and drug use costs you money.
- Alcohol misuse and drug use creates a negative work environment.

If drinking or using drugs affects your work life, it could lead to job loss and all the financial problems that could follow. Please contact Human Resources, or encourage a coworker to do so, if you suspect a problem.

Signs and Symptoms of Alcohol and/or Drug Abuse

Any one or more of the following signs may indicate a drinking or drug problem:

- Family or social problems caused by drinking or drug use.
- Job or financial difficulties related to drinking or drug use.
- Loss of consistent ability to control drinking or drug use.
- "Blackouts" or the inability to remember what happened while drinking or taking drugs.
- Distressing physical and/or psychological reactions if you try to stop drinking or taking drugs.

- A need to drink increasing amounts of alcohol to get the desired effect.
- Marked changes in behavior or personality when drinking or taking drugs.
- Getting drunk or high frequently.
- Injuring yourself - or someone else - while intoxicated or high.
- Breaking the law while intoxicated or high.
- Starting the day with a drink or drugs.

Available Resources for Resolving Problems Associated with Alcohol or Drug Abuse

Outpatient programs exist in a variety of settings:

1. Community mental health centers.
2. Family service agencies.
3. Private physicians and therapists' offices.
4. Occupational settings.
5. Specialized alcoholism/drug addiction treatment facilities.

Inpatient services, designed for those with more serious alcohol or drug addiction problems, can be found in hospitals, residential care facilities, community halfway houses, and some clinics.

An internet-based search will list helpful referral organizations such as (none of which are specifically recommended by the Village; treatment decisions are highly personal and made by the employee and their family):

U.S. Dept. of Health & Human Services Substance Abuse and Mental Health Services Administration:	1-800-HELP (4357)
Alcoholics Anonymous	1-800-344-2666
M.A.D.D.	1-800-438-6233
AL-ANON Family Group Headquarters	1-800-356-9996

Additionally, an Internet search will identify the names and locations of treatment centers. Also, the United Way, offers many confidential services at no charge. Any costs of outside services are, however, the employee's responsibility.

Employee Assistance Program

The Village maintains an Employee Assistance Program (EAP) that may offer services or referrals for employees and their family members who suffer from alcohol or drug abuse problems. Any questions concerning the EAP program can be directed to the Village's DER.

Seeking Voluntary Assistance

Any employee who has not previously tested positive for drug and alcohol use and has not yet entered a drug and/or alcohol abuse rehabilitation program, may seek assistance for drug and/or

alcohol problems before they lead to disciplinary actions, provided that:

(1) The employee does not self-identify in order to avoid testing under the requirements of this Policy.

(2) The employee makes the admission of alcohol misuse or controlled substances use prior to performing a safety sensitive function (i.e., prior to reporting for duty); and

(3) The employee does not perform a safety sensitive function until the Village is satisfied that the employee has been evaluated and has successfully completed education or treatment requirements in accordance with the requirements set forth below.

No employee will be discharged, disciplined, or discriminated against solely upon that employee's voluntarily seeking treatment for a drug and/or alcohol problem if the employee has not previously tested positive for drug use, entered an employee assistance program for alcohol- or drug-related problems, or entered an alcohol and drug rehabilitation program.

Employees may not continue to work in commercial driver positions while seeking voluntary treatment but may be granted leave without pay with a conditional return to work upon successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor. An employee returning to work from voluntary treatment shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02; and/or a verified negative test result for controlled substances use. For up to two (2) years, a series of periodic non-DOT follow-up drug and/or alcohol tests will be administered after the employee returns to work under the Village's general drug free workplace policy.

CONFIDENTIALITY

All written reports and related information received by the Village, laboratories, employee leasing programs, drug and/or alcohol rehabilitation programs and their agents will be held in strict confidence and will not be disclosed except in accordance with the applicable federal, state, and/or local laws and regulations. Any other release of this information will be allowed only with the tested individual's consent. If an employee initiates a grievance, hearing, lawsuit, or other action as a result of a violation of these rules, the Village may release relevant information to its legal counsel and the decision maker in said action.

The Village or its Service Agent shall maintain the records for a period of up to five (5) years in accordance with the requirements of the DOT regulations in 49 CFR §382.401(b), as well as the applicable retention period under Florida's public records laws, and these records will be provided to the following agencies and/or individuals under the following circumstances:

(1) An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests. The Village will also release information regarding an employee's records as directed by the specific written consent of the employee authorizing release of the information to an identified person. Release of such

information by the person receiving the information is permitted only in accordance with the terms of the employee's specific written consent as outlined in the DOT regulations in 49 CFR § 40.321(b);

(2) To the decision maker in a lawsuit, grievance, or administrative proceeding initiated by or on behalf of the employee, and arising from a positive drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results) or this Policy (including, but not limited to, a workers' compensation, unemployment compensation, or other proceeding relating to a benefit sought by the commercial driver). Additionally, an employer may disclose information in criminal or civil actions in accordance with the DOT regulations in 49 CFR § 40.323(a) (2).

(3) The National Transportation Safety Board as part of an accident investigation.

(4) Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the Village or its commercial drivers; or

(5) A subsequent employer upon receipt of a written request from a covered employee.

FEDERAL AND STATE LAWS AND REGULATIONS

Nothing in this Policy shall be presumed to override, amend, or change any requirements of state and/or Federal law. In the event any of the provisions of this Policy conflict with applicable laws and regulations, such laws and regulations will be deemed to control.

All employees will notify the Village of any conviction of plea of guilty or nolo contendere to, any violation of any controlled substance law of United States or any other state for a violation occurring in the workplace no later than five (5) days after such conviction. The Village has determined that failure to report any such conviction within five (5) days shall result in termination of employment.

IMPORTANT INFORMATION FOR DOT-COVERED COMMERCIAL DRIVERS
(It is required that this information be posted for all employees)

Notice to Applicants and Employees PRE-EMPLOYMENT AND OTHER REQUIRED DRUG TESTING IS FOR THE FOLLOWING DRUGS: • Marijuana • Cocaine • Opioids • Amphetamines • Phencyclidine (PCP) REASONABLE SUSPICION AND POST-ACCIDENT TESTING: • Above Drugs • Breath Alcohol Testing (when suspected for reasonable suspicion) RANDOM TESTING — above Drugs and Alcohol	VILLAGE DESIGNATED EMPLOYER REPRESENTATIVE (DER) - ALL QUESTIONS REGARDING THE DRUG & ALCOHOL TESTING PROGRAM DER: Director of Human Resources and Village Manager
DRUG OR ALCOHOL HOTLINE #'S National Council on Alcoholism and Drug Dependence Hotline Phone: (800) 622-2255 www.ncadd.org Alcohol & Drug Referral Hot Line 1-800-252-6465 SUBSTANCE ABUSE PROFESSIONAL (EMPLOYEE MUST BE REFERRED AFTER VIOLATION OF DOT DRUG/ALCOHOL POLICY EVEN IF TERMINATED)	IT IS THE POLICY OF THE VILLAGE THAT THERE IS NO PLACE FOR THOSE WHO USE ILLEGAL DRUGS OR WHO ABUSE LEGITIMATE DRUGS OR WHO HAVE BECOME DEPENDENT UPON ANY CHEMICAL SUBSTANCE INCLUDING ALCOHOL. THIS VILLAGE INTENDS TO BE IN COMPLIANCE WITH THE DOT REGULATIONS CONCERNING DRUG ABUSE AND ALCOHOL MISUSE, WHICH INCLUDES A PROGRAM OF URINALYSIS TESTING FOR ILLICIT DRUG USE.

	EMPLOYEES WHO HAVE A CONFIRMED POSITIVE TEST FOR DRUGS OR ALCOHOL ARE SUBJECT TO TERMINATION.

Chapter 15: Health and Safety

15.1 Safety

The Village Manager, in cooperation with Department Directors, shall be responsible for the development and administration of programs providing for the general health and safety of Village employees.

The Village shall make appropriate efforts to promote among employees and in the department's appropriate standards of safety and good health. All employees shall be responsible for performing work assignments in a safe manner. Prime consideration shall always be given to safety in all work situations.

An Employee Safety Manual shall be provided, and it is the employees' responsibility to know the requirements of the manual.

Supervisors and Department Directors shall:

1. Be responsible for the establishment and implementation of appropriate safety standards within their respective activity areas, for periodically reviewing accident frequencies to determine and correct causes, and for identifying and correcting safety hazards.
2. Ensure that all new employees, including seasonal, temporary, and/or part-time employees are thoroughly advised, instructed, and supervised in necessary safety policies, practices, and procedures.
3. Implement and actively support the Village's safety program.
4. Arrange and conduct safety meetings, inspections, and training sessions.
5. Provide and/or require equipment necessary to adequately protect the health and safety of employees.
6. Immediately investigate accidents and prepare all necessary forms for documentation and future prevention of on-the-job injuries and hazardous conditions.

All employees shall:

1. Be thoroughly familiar with and comply with safety requirements and practices applicable to their respective work assignments.
2. Wear appropriate safety and/or protective gear as applicable to the work assignment.
3. Actively report unsafe or potentially dangerous conditions and accidents or injuries to their supervisor immediately.

4. Not remove guards or other protective devices from machinery and equipment.
5. Not engage in "horseplay", or other unsafe acts.
6. Attend any required training or orientation to increase safety awareness.
7. Not report to work under the influence of alcohol or drugs that alter normal behavior or ability to function safely.
8. Report all job-related injuries or illnesses to their supervisors immediately.
9. Assist supervisors in their investigation of any accident of which they have knowledge; accident investigation is fact finding, not fault finding.
10. Refrain from operating, modifying, adjusting, or using equipment in an unauthorized manner.

Employees may be subject to disciplinary action for failure to comply with health and safety workplace requirements.

15.2 Review Board

The Employee's Safety Committee shall meet periodically to review accidents that have occurred, discuss recommendations for improved safety and formulate safety rules and procedures.

First Aid Training Kits and Poster

All supervisors, or persons in charge of crews will be first aid trained; other persons may also be designated to be the recognized first aider. Valid first aid certificates are recognized as ones which are less than three years old. Cardiopulmonary Resuscitation Certification (CPR) is required in addition to the regular first aid training, if a first aid course does not combine the two subjects.

First aid kits will be available at work locations in accordance with the requirements of applicable law and safety practice.

(a) First aid kit locations at Village facilities include:

1. Shop Offices and Vehicles
2. Police Department and Police Vehicles
3. Village Hall
4. Community Center Front Office and Leisure Services Vans

(b) Department Directors are responsible to ensure that first aid kit(s) and AEDs are properly maintained and stocked.

15.3 Safety Orientation, Accident Investigation, and Reporting

All Village employees shall receive a safety orientation at the beginning of employment. The Employee Safety Manual is to be distributed to the employee by each supervisor and explained as needed.

ALL ACCIDENTS, no matter how minor, shall be reported IMMEDIATELY to the employee's immediate supervisor for evaluation/investigation. Since every accident includes a sequence of contributing causes, it is possible to avoid a repeat of the first event by recognizing and eliminating these causes. The removal of just a single cause can prevent a recurrence. During the supervisor's evaluation they must determine the possible consequences that could take place if the situation is not corrected and take appropriate action based upon those findings (i.e., investigate, report, correct, etc.).

Accidents Involving Defective Equipment

When an accident happens where defective equipment is suspected to be a contributing factor, the following action should be taken:

(a) Attend to any injuries of employees or others.

(b) Turn-in all suspected equipment involved in the incident to the employee's supervisor, who shall consult with the Department Director and Village Manager.

(c) Write a detailed report, within one (1) day, to include all circumstances surrounding the incident and all manufacturing information available concerning the equipment in question. This report should be submitted to the Department Director who will report it to the Employee Safety Committee.

Hazard Communication Program

The following Hazard Communication Program is hereby established for the Village. All work sites of the Village are included within this program.

(a) Definitions:

1. HAZARDOUS CHEMICAL - Any chemical which is a physical hazard or a health hazard.

2. HEALTH HAZARD - Includes any chemical for which significant evidence has been established, based on at least one study conducted by established procedures and principles, proving that acute or chronic health effects may occur in exposed employees. These health hazard chemicals include carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins, agents which act on the hematopoietic system, and agents which damage the lungs, skin, eyes, or mucous membranes.

3. PHYSICAL HAZARD - A chemical for which there is scientifically valid evidence that it is a combustible liquid, a compressed gas, explosive, flammable, or organic peroxide, an oxidizer, pyrophoric, unstable (reactive) or water reactive.

(b) Container Labeling: Each Department Director will verify that all containers received for use will:

1. Be clearly labeled as to the contents.

2. Note the appropriate hazard warnings.

3. List the name and address of the manufacturer.

The supervisors of each department will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with generic labels which have a block for identity and blocks for the hazard warning.

The Employee Health and Safety Committee shall review the labeling system every 12 months and recommend any updates to this policy as required.

(c) Material Safety Data Sheets (MSDSs): Documents containing safety information about a hazardous chemical, which is required to be maintained for each hazardous chemical in the workplace. Each Department Director is responsible for obtaining and maintaining the MSDS's for their department.

The Police Chief or designee will review incoming data sheets for new and significant health/safety information. They will see that any new information is passed on to the employees.

Copies of MSDS's for all hazardous chemicals to which employees of the Village may be exposed will be kept in each department. MSDS's will be available to all employees in their work area for review during each work shift. If MSDS's are not available or a new chemical is in use and does not have an MSDS, immediately contact the Department Director.

(d) Employee Training and Information: The Department Director and/or designee shall be responsible for employee training. They will ensure that all elements specified below are carried out.

Prior to starting work, each new employee will receive a health and safety orientation and will be given information and training on the following when applicable to their position:

1. An overview of the requirements contained in the Hazard Communication Standard.
2. Chemicals present in their workplace operations.
3. Location and availability of our written hazard program
4. Physical and health effects of the hazardous material.

5. Methods and observation techniques used to determine the presence or release of hazardous chemicals in the workplace.
6. How to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment.
7. Emergency procedures to follow if they are exposed to these chemicals.
8. How to read labels and review MSDS's to obtain appropriate hazard information.
9. Location of the MSDS file and location of hazardous chemical lists.

After attending the training orientation session, the Department Director will keep a record of same, and the employee will acknowledge, in writing, that they received the written materials, and understood the Village's regulations on Hazard Communication.

Prior to any new hazardous materials being introduced into any department, employees of that department will be given information about the material and an opportunity to review the MSDS. The Department Director or designee is responsible for ensuring that an MSDS on the new chemical(s) is secured from the manufacturer.

15.4 Clean Indoor Air Policy / Smoke -Free and Tobacco-Free Workplace

All individuals are prohibited from smoking or using tobacco products in any enclosed indoor workplace at the Village in accordance with Florida law. Enclosed indoor workplaces include any place that is predominantly or totally bounded on all sides and above by physical barriers. "Predominately" generally refers to coverage of more than 50%. Employees unsure of an acceptable location for smoking should consult their supervisor.

Employees who witness individuals smoking or using tobacco products in an enclosed indoor workplace must request the individual immediately extinguish the smoking device. If the employee is not comfortable confronting another employee or a citizen about the violation, they should immediately seek assistance from his or her supervisor or any member of management if the supervisor is unavailable.

To ensure a professional appearance, employees are also prohibited from smoking, using tobacco products, or using simulated smoking devices on Village property during working hours or while on paid time, as well as while using Village vehicles.

Employees who violate this policy may be subject to disciplinary action up to, and including, immediate termination.

The Village will not retaliate against any employee who makes good faith reports of suspected violations of this policy.

For purposes of this policy, "tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, and pipe smoking. Vapor-generating electronic device means any product that

employs an electronic, a chemical, or a mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of a solution or other substance intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product. "Vape" or "vaping" means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance.

The Village will not hire applicants who regularly use tobacco products. The Village will not consider applicants who have used tobacco products for a period of at least three months prior to application for employment. The definition of "tobacco products" shall include, but is not limited to, cigarettes, cigars, electronic cigarettes, chewing tobacco, pipes, snuff, and vaping. Employees of the Village who were hired before approval of the date of the updated regulations are exempt from this policy.

All applicants for employment hired on or after [INSERT EFFECTIVE DATE FOR NEW HIRES] must sign a Non-Tobacco Use Affidavit and must sign the affidavit each year on their work anniversary. Any employee who signs the Non-Tobacco Use Affidavit and violates the Non-Tobacco Use Policy may be subject to disciplinary action, up to and including termination.

Commented [AS6]: might need to run it by the unions? Are any employees hired after a certain date restricted on their use of tobacco products or only 3 months prior? Also, add it to NeoGov.

Commented [U7R6]: IF it is decided to regulate off-duty conduct AND the prohibition only applies to employees hired after a certain prospective date, then we would not need union input for the applicants. However, the union will receive the entire policy manual before implementation and they may raise this issue if we try to have employees hired prior to the effective date to sign something annual that should not apply to them.

Chapter 16: Hurricane & Emergency Preparedness

The Village Manager or designee shall be authorized to close Village offices and work locations to protect the safety and welfare of Village employees. In this event employees will receive full pay, and no personal leave allowances shall be affected.

In the case of an approaching hurricane or similar emergency, certain employees may be required to continue to perform work for the Village ("Essential Personnel"), while other employees may be excused from work ("Non-essential Personnel").

In the case of an approaching storm, it may be necessary for the Village to revoke previously approved Personal Leave Time in order for employees to assist with Village storm-related preparations. The following sets forth an overview of compensation in the event of a hurricane or similar emergency.

If employees are unable to report to work due to emergency weather or other conditions, the following criteria shall apply:

(a) Each employee is responsible for contacting a supervisor or Department Director by telephone or other appropriate means to indicate anticipated absence from work or late arrival to work and the reason.

(b) If an employee is unable to report to work, the absence may be charged to personal leave time, unless an emergency is declared or unless approved by the Village Manager in writing for good cause shown.

16.1 Local Emergency Pay Conditions

PURPOSE:

The purpose of this policy is to describe how employees are to be paid in the event of a Village declared Local Emergency Condition, (i.e., hurricanes, tornados, gas leaks, terrorist events, etc.) The implementation of the Local Emergency Pay Condition policy will occur when an authorized Village official(s) declares a state of local emergency in the Village and such a declaration becomes effective in accordance with the Village Code. The state of local emergency shall continue in effect in accordance with Florida Statute Section 252.38, unless extended or rescinded in accordance with applicable law.

This policy is applied uniformly, regardless of presidential declaration status.

OBJECTIVES:

During a disaster or declared emergency, Village operations may be suspended, altered, or changed requiring an employee to be reassigned according to their emergency classification and the needs of the Village based upon the size, scope, and magnitude of the emergency or disaster. The objective of this directive is to outline pay procedures in the event of an emergency.

RESPONSIBILITIES:

Employees may be considered essential during a disaster or declared emergency and must be prepared to support the community as assigned. Therefore, all employees may have a duty assignment and be required to work during a declared emergency.

Refer to Village of Palm Springs Emergency Management Plan and Departmental Emergency Plan

The Village shall designate Essential Employees and Non-Essential Employees to the local emergency declaration period.

- **Essential Employees** are required to report to work and/or remain at work during all or a portion of the local emergency declaration period as determined by the Village Manager and/or their designee.

- **Non-essential Employees** are not required to work during the emergency declaration period; but are required to stay updated on the status of the emergency condition and when they are required to return to work.

PROCEDURES:

Emergency Declaration/Suspension of Government Operations

- Upon declaration of a local emergency the Village Manager may suspend normal government operations when conditions are such that the normal work cannot be performed. Such suspension shall be announced through a declaration suspending routine government operations.

- Despite suspension of government operations, employees may be required to be available to work either before, during, or immediately after an emergency occurs. Employees may be required to work flexible hours as required by the Village. Employees shall not assume they are not required to work based solely on any media or news reports regarding Village closings.

- Employees must maintain contact accessibility with their supervisors.

EMERGENCY COMPENSATION:

Employee Status:

Essential (Exempt - Salaried) Employees including but not limited to Division Managers, Assistant Directors, Department Directors, Assistant Village Manager and Village Manager will be compensated according to the following during a declared emergency:

- Employees will be paid at a premium rate of time and one half for all hours worked during the local emergency declaration. Time and one half for exempt employees shall be calculated at 1.5 times the regular rate. The regular rate shall be determined by dividing the annual salary by 2080 hours.

- Exempt employees will be compensated upon activation for all hours worked while located on assigned premises while performing disaster-related duties.

- Leave requests approved prior to a local declared emergency will be honored, if in the Department Director's or Village Manager's opinion, the absence will not adversely affect the Village operations. Employees with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time

policy and shall not receive additional Local Emergency Condition Pay.

- Employees working from home during the local declared emergency shall not receive Local Emergency Pay unless approved by the Village Manager.

Pay Examples for Essential (Exempt - Salaried):

Scenario 1: The Village has declared a state of emergency during the pay week. Employee A has worked 32hrs. The employee would normally work on the Tuesday, but the Village is under a state of emergency. The employee is still required to work on Tuesday.

Name: Employee A
Status: Exempt Essential
Pay Period: Wednesday – Tuesday
Regular Salary: $52,000/yr
Regular Hourly Rate: $25.00/hr
Total Hours Worked: 40 hours
Emergency Hours Included: 8 hours
Non-Emergency Hours: 32 hours
Emergency Premium Pay: $25 x 1.5 = $37.50/hour

Breakdown:

Regular non-emergency: 32hrs x $25.00 = $800.00
Emergency Hours: $37.50 x 8hrs = $300.00
Total Pay - $1,100

Scenario 2: The Village has declared a state of emergency during the pay week. Employee B worked 32hrs. The employee would normally work on the Tuesday, but the Village is under a state of emergency. The employee is still required to work on Tuesday and worked an additional 4 hours on Tuesday.

Name: Employee B
Status: Exempt Essential
Pay Period: Wednesday – Tuesday
Regular Salary: $52,000/yr
Regular Hourly Rate: $25.00/hr
Total Hours Worked: 44 hours
Emergency Hours Included: 12 hours

Non-Emergency Hours: 32
Emergency Premium Pay: $25 x 1.5 = $37.50/hour

Breakdown:

Regular non-emergency: 32hrs x $25.00 = $800.00
Emergency Hours: $37.50 x 12hrs = $450.00

Total Pay - $1,250

*Please Note: Emergency hours are paid at 1.5x – if there is also emergency work that exceeds 40 hours, exempt employees do not receive double pay (you don't pay 2x); exempt employees only receive premium pay, not overtime pay, for disaster related work during the declared emergency.

*Premium and "Overtime" Pay is not stacked

Non-Essential (Exempt - Salaried) including but not limited to Employees, Division Managers, Assistant Directors, Department Directors, and Village Manager.

- Employees will be paid their regular compensation for all hours they would normally have been scheduled to work during the local emergency declaration period but are released from work and not required to report; but are required to stay updated on the status of the emergency conditions and when they are required to report back to work.

- Employees with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive any additional Local Emergency Condition Pay.

- Employees working from home during the local declared emergency shall not receive Local Emergency Pay unless approved by the Village Manager.

Essential (Non-Exempt – Hourly): Non-exempt employees will be compensated

during a declared emergency as follows:

- All hours worked shall be recorded as regular hours and the employee shall clearly record the nature of the work performed for each hour worked during the local emergency declaration.

- Employees shall be paid at a premium rate of 1.5 times the regular hourly rate for all hours actually worked during the local emergency declaration

while located on assigned premises while performing disaster-related duties. The regular rate of pay is the normal base rate, not the rate of pay for the duties being performed.

- Employees on a scheduled day off and called to work shall be paid at a premium rate of 1.5 times the regular hourly rate for all hours actually worked during the local emergency declaration.

- Leave requests approved prior to a local declared emergency will be honored if, in the Department Director' s or Village Manager's opinion, the absence will not adversely affect the Village operations. Employees with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive additional Local Emergency Condition Pay.

Pay Examples for Essential (Non-Exempt - Hourly):

Scenario 1: The Village has declared a state of emergency during the pay week. Employee A has worked 32hrs. The employee would normally work on the Tuesday, but the Village is under a state of emergency. The employee is still required to work on Tuesday.

Name: Employee A
Status: Non-Exempt Essential
Pay Period: Wednesday – Tuesday
Regular Rate: $25.00/hr
Total Hours Worked: 40 hours
Emergency Hours Included: 8 hours
Non-Emergency Hours: 32 hours
Emergency Premium Pay: $25 x 1.5 = $37.50/hour

Breakdown:

Regular non-emergency: 32hrs x $25.00 = $800.00
Emergency Hours: $37.50 x 8hrs = $300.00
Total Pay - $1,100

Scenario 2: The Village has declared a state of emergency during the pay week. Employee B has worked 32hrs. The employee would normally work on the Tuesday, but the Village is under a state of emergency. The employee is still required to work on Tuesday and has worked an additional 4 hours on Tuesday.

Name: Employee B

Status: Non-Exempt Essential
Pay Period: Wednesday – Tuesday
Regular Rate: $25.00/hr
Total Hours Worked: 44 hours
Emergency Hours Included: 8 hours
Non-Emergency Hours: 32
Overtime: 4 hours
Emergency Premium Pay: $25 x 1.5 = $37.50/hour

Breakdown:

Regular non-emergency: 32hrs x $25.00 = $800.00
Emergency Hours: $37.50 x 8hrs = $300.00
Overtime (emergency or non-emergency): $37.50 x 4hrs = $150.00

Total Pay - $1,250

*Please Note: Emergency hours are paid at 1.5x – if there is also overtime, you do not receive double pay (you don't pay 2x)

*Premium and Overtime Pay is not stacked

- Employees working from home during the local declared emergency shall not receive Local Emergency Pay unless approved by the Village Manager.

- Hours worked in excess of 40 hours in a workweek will be eligible for overtime in accordance with the Fair Labor Standards Act, but shall not also receive premium pay.

- Employees will be paid straight time during non-work (sleep, rest) hours.

Non-Essential (Non-Exempt – Hourly) includes all employees paid on an hourly basis.

- Non-essential hourly personnel will be paid their regular compensation for all hours they would normally have been scheduled to work during the local emergency declaration period but are released from work and not required to report.

- Non-essential hourly personnel with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive any additional Local Emergency Condition Pay.

- Non- essential hourly personnel working from home during the local declared emergency shall receive their regular rate for hours actually worked but shall not receive Local Emergency Pay, unless approved by the Village Manager.

Holiday Pay During an Emergency:

On occasion, a holiday may occur during a declared emergency. For those situations, please note the following:

- Non-bargaining non-exempt employees who worked: pay holiday worked as usual (shall receive eight (8) hours of holiday pay plus time and a half for a full eight (8) hour day.
- Non-bargaining exempt employees who worked: pay emergency pay.
- Non-bargaining (exempt or non-exempt) employees observing holiday: pay holiday as if no emergency existed
- SEIU employees who worked: pay holiday worked as usual (shall receive eight (8) hours of holiday pay plus time and a half for a full eight (8) hour day.
- SEIU employees who observed holiday: pay holiday as if no emergency existed.
- PBA employees who worked: provide 10 hours holiday leave per CBA Section 29.2, unless notification for pay is made in writing before the end of the pay period.
- PBA employees who observed the holiday: provide 10 hours holiday leave per CBA Section 29.2, unless notification for pay is made in writing before the end of the pay period.

Documentation

- Employees, both exempt and non-exempt, are required to document and report to management all hours worked during an emergency utilizing the Village's Disaster Daily Log as the approved form designated for disasters.

- It is each Department/Office's responsibility to verify all hours worked. Since departments are responsible for all wages paid to Village employees during a disaster/disaster recovery period, departments shall carefully review hours submitted, including those for alternate work assignments. All hours reported shall be verified by the employee's supervisor and approved through the timecard approval process.

- All Departments must maintain accurate timekeeping records during disaster/disaster recovery periods.

- It is the responsibility of the Director to ensure that all grant-funded employees work in accordance with grant requirements.

Meals

Initial 72 Hours:

Employees are expected to arrive prepared to be self-sufficient for the first 72 hours of activation. This includes bringing their own water and non-perishable food supplies to last at least 72 hours, and any necessary personal items. This policy ensures operational continuity during the critical initial response phase. The Village may provide meals and beverages during this period if possible. However, employees should still be prepared for the initial 72-hour period.

Beyond 72 Hours:

In the event that an emergency activation extends beyond 72 consecutive hours, the Village will make reasonable efforts to coordinate and provide meals and beverages for essential staff actively supporting emergency operations at the approval of the Village Manager or his/her designee.

Meal provisions will be based on the availability of resources, vendor accessibility, and logistical capabilities at the time of the extended activation. The priority will be ensuring the health, safety, and sustained effectiveness of the emergency response team.

Meals provided under this section are brought to the work location and purchased in a cost-effective and reasonable manner, such as bulk meals (not individual meals).

Important Information

- Administrative Leave may be provided for full-time employees released from duty by management and not deemed necessary to stay or return to work and who

are unable to work remotely. Any Administrative Leave authorized will not exceed the amount of time needed to make the employee's pay reach the regular number of hours scheduled (e.g. 40 for full-time).

- Off-Duty/Scheduled Leave: Exempt and Non-exempt employees who are not regularly scheduled, (i.e ., off-duty, or are on scheduled leave) may be called into work if deemed necessary.
- On-Call: Only those non-exempt employees whose positions are identified in advance through a department/division approved emergency on-call plan will be eligible for emergency on-call pay. The identified employees will be directed to remain available to work in accordance with the approved on-call plan. The waiting period will be in anticipation of, and/or immediately after, a declared emergency. Those employees (only) will receive on-call pay in accordance with the established emergency on-call plan and pay policy.
- Departments are required to submit their Emergency On-Call plans to Human Resources prior to June 1.
- Failure to Report for Duty: Failure to report to work when directed negatively impacts the mission of the Village and shall be considered conduct unbecoming a Village employee as well as insubordination. Employees shall be subject to serious discipline for such a violation, including termination of employment.
- **Part-time (less than 30 hours per week) and Temporary.** Employees in this category may also be expected to fulfill a role in anticipation of, during, and immediately after a declared emergency as requested by supervisory or management staff. Such employees will be paid for actual hours worked in accordance with applicable law.
- **Seasonal Employee:** Employees in this category may also be expected to fulfill a role in anticipation of, during, and immediately after a declared emergency as requested by supervisory or management staff. Such employees will be paid for actual hours worked in accordance with applicable law.
- **Contracted individuals** are not Village employees. Utilizing contracted employees during a declared emergency must be coordinated with Human Resources and the contracting agency.
- In cases where a local emergency is not declared by the Village, but employees are unable to report to work (for their regular scheduled shift/hours or called into work) due to emergency conditions in and around their regular residence, employees will not be paid for the time off under this policy. However, employees may request available paid leave time in accordance with applicable polices for time away from work.
- Employees are required to stay in contact with the Village during Administrative Leave and notify immediate supervisor and/or identified member of Village staff if they are unable to report to work due to emergency circumstances.
- The Village will use (if available) social media and/or electronic mail/internet-based tools to stay in contact will employees. The utilization of these tools requires professionalism and good judgment on the part of employees because all correspondences are public record. If found to be unprofessional or not in good taste, discipline may be issued.

- Employees must understand that some employees could be assigned to other departments/tasks/responsibilities not normally associated with their permanent position. This is necessary for the general welfare and ensure the operation of the Village during a designated emergency.

Emergencies Declared Resulting from Public Health Crisis

During a declared local emergency resulting from a Public Health Crisis the Local Emergency Pay Conditions policy above does not apply. The Village Manager is authorized to temporarily modify, waive, or suspend applicable policies within, including those related to wages or paid/unpaid leave, in the interest of employees and public health, safety and welfare, in coordination with collective bargaining agreements and legal review.

DEFINITIONS

Emergency Condition: Any unforeseen event or unanticipated condition, either internal or external, to the Village requiring prompt action as officially declared by appropriately authorized staff and/or representative. An emergency condition may include, but is not limited to, emergencies involving natural or man-made disasters of any kind, power failures, or other situations beyond the control of the Village.

Emergency Management System: The system which the Emergency Management Division uses to process emergency role requests/changes and display current employee assignments.

Emergency Role Assignments: Employees will be designated an emergency response role in order to assist the Village's response and recovery efforts.

Exempt (Salaried) Employee: An employee who is paid a salary (non-hourly wage) to perform the duties and responsibilities of a job regardless of hours worked in a workweek. In accordance with the Fair Labor Standards Act, this category of employees is exempt from the overtime pay provisions of the act.

Non-Exempt (Hourly) Employee: An employee who is paid an hourly wage and is eligible under the Fair Labor Standards Act to receive overtime pay for hours worked in excess of 40 hours in a workweek.

On Duty: When an employee is on Village premises or assigned work sites at management's request and is available for work.

Chapter 17: Workplace Violence

17.1 Prohibited Conduct

Threats, threatening language, or any other acts of aggression or violence made toward or by any Village employee or visitor **WILL NOT BE TOLERATED**. Examples of threatening language or behavior include any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, unlawful possession and display of weapons, stalking, or any other hostile, aggressive, injurious, or destructive action undertaken for the purpose of intimidation. To the fullest extent permitted by law, employees, with the exception of sworn law enforcement officers carrying Village-issued or approved equipment, and visitors are prohibited from possessing or carrying weapons on Village premises.

17.2 Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to the Human Resources Department and, if appropriate, to law enforcement. Reports of threats may be maintained confidentially to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Village determines, after an appropriate, good faith investigation, that someone has violated this policy, it will take prompt and appropriate corrective action, up to and including termination of the transgressor and notification of the appropriate authorities.

An employee who is the recipient of a threat made by an outside party, should follow the steps detailed in this policy. It is important for the Village to be aware of any potential danger in the work area. The Village is committed to taking effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Employees are expected and encouraged to exercise reasonable judgment in identifying potentially dangerous situations.

The Village also prohibits the possession of a weapon, as defined herein, on your person while engaged in Village business or activities or in a Village vehicle, or when wearing a Village uniform or other clothing with a Village logo. Law enforcement officers, however, are permitted to possess Village-issued or approved equipment. Weapons are prohibited in any Village facility; Village vehicle or Village equipment and employees are prohibited from displaying properly licensed firearms while on duty at any location except for lawful defensive purposes as provided by Florida law. In accordance with Florida law, employees may lawfully possess a weapon that is locked and secured inside or locked to a private motor vehicle in a parking lot and when the employee is lawfully in such an area. This policy shall be construed in accordance with Florida law. Weapons are defined as follows: includes all firearms, ammunition, fixed blade knives, folding knives with a blade longer than three (3) inches, clubs, brass knuckles, explosives or destructive devices, chemical weapons and devices, stun guns, or other objects that may be considered weapons, as defined in section 790.001, Florida Statutes, as amended.

CHAPTER 18: Insurance, Litigation, and Other Claims

Matters involving tort claims against the Village or its elected and appointed officials shall be considered "privileged", and employees shall not discuss or otherwise publish information regarding those matters without first obtaining the express written permission of the Village Attorney. Unauthorized communications may result in additional risk or liability for the Village. In the unlikely event information relating to a tort claim is used for the sole purpose of collective bargaining or other mutual aid or protection, this policy is not intended to interfere with such rights. Similarly, nothing in this policy shall be construed to limit an employee's ability to comment on matters of public concern while off duty and expressly stating the opinion is their own and not that of the Village.

All questions pertaining to claims shall be referred to the Village Attorney.

Claims for property damage shall be referred to the Village Clerk for filing with the Village's insurance carrier.

All Village employees must immediately notify their supervisor in the case of incidents involving potential claims. The supervisor must forthwith prepare and submit a report, in writing, to the Village Manager. Items reported should include any injury or property damage occurring during work for the Village, no matter how small. The Village Clerk is responsible for receiving all property damage claims against the Village and referring them to the Village Manager.

The Village Manager, in consultation with the Village Attorney, shall:

1. Ensure that any applicable provisions of State law are met and see that all claims for damages accurately locate and describe the defect or act that caused the injury or damage, reasonably describe the injury or damage and state the time when the injury or damage occurred, contain the amount of damages claimed as verified by the claimant or a relative of the claimant, attorney or agent of the claimant.

2. Refer the claim to the insurance carrier within five (5) working days and provide an informational report to the Village Council on the claim status.

3. Recommend action to Village Council within thirty (30) days of receipt regarding claims which fall below deductible limits of existing policies, or which are not covered under existing insurance policies.

Effective Date: October 1996
Revisions: 2008, 9/2023, 9/2025

Chapter 19: Outside Employment

The Village of Palm Springs strongly discourages, but does not prohibit, outside employment with the following prohibitions:

19.1 General Prohibitions

Outside employment is prohibited when the work of the outside employment:

1. Is conducted on Village time.
2. Is conducted while on paid or unpaid leave including Paid Leave Time, workers' compensation leave, or disability leave.
3. Interferes with working hours or overtime requirements of the employee's position.
4. Involves the use of Village uniforms, facilities, equipment or supplies of any kind.
5. May reasonably be construed by the public to be an official act of the Village, or that a conflict of interest exists.
6. Reflects adversely upon the employee or the Village.
7. Is in conflict with the employee's position with the Village. This shall include work which an employee would be expected to do as part of his/her normal duties; work requiring approval or review of the Village, or work which would tend to influence the exercise of improper judgment on any matter coming before the employee in the course of his/her Village employment.
8. Inhibits the employee's ability to perform their job with the Village.

19.2 Conflicts Prohibited by State or Local Law

Employees may hold outside employment as long as they meet the performance standards of their position and they receive advance, written approval by the immediate supervisor, the Department Director, and HR Director and the Village Manager. Employees who have outside employment are required to complete an "Outside Employment Authorization" Form in addition to the "Commission on Ethics Employee Conflict of Interest Waiver." Certain restrictions apply including:

1. Neither the employee nor any relative may work in a Village department which enforces, oversees, or administers any contract or transaction with his or her outside employer.

2. The outside employment will not interfere or otherwise impair his/her independent judgment or the performance of public duties for the Village.

3. Neither the employee nor any relative is allowed to participate in determining the requirements or awarding of any contract to the employees outside employer.

4. The employee's job responsibilities and job description with the Village will not require him/her to be involved in any contract in any way including, but not limited to, its

enforcement, oversight, administration, amendment, extension, termination, or forbearance with the outside employer.

5. The employee has complied with all other Village policy requirements.

Outside employment that constitutes a conflict or could potentially be perceived to conflict with the Code of Ethics Policy, state or local ethics laws and ordinances, or that could impact or potentially impact negatively on the Village or its reputation, is prohibited.

Employees may hold outside jobs as long as no conflict exists, the outside employment has been approved in writing before beginning outside employment, the performance standards of their official duties with the Village are met, and outside employment is not conducted during paid or unpaid leave time provided by the Village.

19.3 Outside Employment Disclosure and Approval Process

All employees must advise the Village in writing whether they are engaged in outside employment, or as requested by the Village from time to time.

Employees seeking to engage in outside employment must submit an Outside Employment Request and Disclosure Form along with the Palm Beach County Conflict of Interest Waiver Form *prior* to engaging in outside employment. A separate form must be submitted for each outside employment situation. Incomplete forms will be denied.

Changes in outside employment including, but not limited to, changes in work schedules at the outside employer, termination from the outside employer, or changes to the ownership interests in the outside employer must be disclosed to the Village on a new Outside Employment Request and Disclosure Form within thirty (30) calendar days of the change.

Failure to abide by the Village's Outside Employment policy, including the timely disclosure of Outside Employment, may result in disciplinary action up to, and including, termination.

19.4 Injuries and Outside Employment

If an employee suffers an injury or illness during or resulting from an outside employment activity, the Village will not be responsible for any worker's compensation benefits.

If an employee holds outside employment and is injured on their job with the Village, the Village shall assume no responsibility for wages lost at the outside employment as a result of the injury.

Chapter 20: Conflicts of Interest and Code of Ethics Policy

It is the policy of the Village to require employees to avoid prohibited conflicts of interest. When employees are in doubt as to whether any particular action or inaction presents a prohibited conflict of interest, employees must immediately seek guidance from their immediate supervisor or Department Director.

All employees must undertake ethics training as required by the Ethics Commission, or every two (2) years, whichever is more frequent. The Village Manager maintains the right and sole discretion to request any employee undertake ethics training at any time and for any reason.

20.1 Definitions for Conflict of Interest and Code of Ethics Policy

A "conflict of interest" means a situation where regard for an employee's private interest tends to lead to disregard of a public duty or interest. A "conflict of interest" occurs when employees solicit or accept gifts, do business with the Village and/or engage in prohibited employment or business relationships, accept unauthorized compensation, misuse their position, disclose or use certain information, solicit or accept honoraria, or engage in lobbying the Village within two (2) years of separation of employment, accept prohibited travel expenses, receive contingency fees, or submit false statements in connection with employment or services provided to the Village in violation of this policy, all of which are more fully described below.

A "covered person" for purposes of this Handbook is a Village employee. However, the statutes and local ordinances regulating ethics and conflicts of interests also govern Village Council members.

A "domestic partner" is an adult, unrelated by blood, with whom an unmarried official or employee has an exclusive committed relationship and maintains a mutual residence.

A "gift" is something which is paid or given by a person or entity to a Village employee, or to another for or on behalf of the employee, directly, indirectly, or in trust for the employee's benefit or by any other means, where the employee does not, in exchange, give something of equal or greater value to that person or entity within ninety (90) days, including:

- Real property or the use of real property
- Tangible or intangible personal property or the use of tangible or intangible personal property
- A preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin.
- Forgiveness of an indebtedness
- Transportation, other than that provided to a public employee by an agency in relation to officially approved governmental business, lodging, or parking.

- Food or beverage
- Membership dues
- Entrance fees, admission fees, or tickets to events, performances, or facilities
- Plants, flowers, or floral arrangements
- Services provided by persons pursuant to a professional license or certificate
- Other personal services for which a fee is normally charged by the person providing the service
- Any other similar service or thing having an attributable value not already provided for above

A "gift" does not include the following items:

- Salary, benefits, services, fees, commissions, gifts, or expenses associated with the employee's employment, business, or service as an officer or director of a corporation or organization.
- Campaign contributions or expenditures reported pursuant to statute, campaign-related personal services provided without compensation by individuals volunteering their time, or any other contribution or expenditure by a political party.
- An honorarium or an expense related to an honorarium event paid to a person or the person's spouse.
- An award, plaque, certificate, or similar personalized item given in recognition of the employee's public, civic, charitable, or professional service.
- An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization.
- The use of a public facility or public property made available by a governmental agency, for a public purpose.
- Transportation provided to an employee by an agency in relation to officially approved governmental business.
- Gifts provided directly or indirectly by a state, regional, or national organization which promotes the exchange of ideas between, or the professional development of, government officials or employees, and whose membership is primarily composed of elected or appointed public officials or staff, to members of that organization or officials or staff of a governmental agency that is a member of that organization.

A "household member" includes anyone whose primary residence is in the official's or employee's home, including nonrelatives who are not rent payers or employees of the head of household.

"Immediate family" means any parent, spouse, child, or sibling.

A "relative" means an individual who is related to a Covered Person as 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, person who is engaged to be married to the Covered Person or who otherwise holds himself or herself out as or is generally known as the person whom the

Covered Person intends to marry or with whom the Covered Person intends to form a household, or any other natural person having the same legal residence as the Covered Person.

20.2 Prohibited Conflicts of Interest

All employees are prohibited from engaging in conduct that creates a conflict of interest. Additionally, employees should avoid engaging in conduct that merely has the appearance of a conflict of interest. No Village employee shall engage in any act which is in conflict or creates an appearance of interference or conflict with the performance of official duties. An employee shall be deemed to have a conflict of interest if the employee:

a) Has any financial interest in any sale to the Village of any goods or services when such financial interest was received with prior knowledge that the Village intended to purchase the property, goods, or services.

b) Solicits, accepts, or seeks a gift, gratuity, or favor from any person, firm, or corporation involved in a contract or transaction which is the subject of official action by the Village.

c) Participates in his/her capacity as a Village employee in the issuing of a purchase order or contract in which they have a private pecuniary interest, direct or indirect, or performs in regard to such contract some function requiring the exercise of discretion on behalf of the Village.

d) Engages in, accepts employment from, or renders services for private or public interests for any compensation or consideration having monetary value when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties, or give the appearance of the above.

e) Except for courtesies allowed by law, no employee shall, directly or indirectly, give or receive, or agree to receive any compensation, gift, reward, commission, or gratuity from any source except the Village for any matter directly connected with or related to his official services as such employee with this Village.

f) Discloses or uses without authorization confidential information concerning property or affairs of the Village to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the Village.

g) Have a financial interest or personal interest in any legislation coming before the Village Council and participates in discussion with or gives an official opinion to the Village Council unless the employee discloses on the record of the Village Council meeting the nature and extent of such interest.

h) Violates any provision of Section 112.311. *et seq*. Florida Statute

20.3 Solicitation or Acceptance of Gifts

Village employees are prohibited from soliciting or accepting anything of value, including gifts, loans, rewards, promises of future employment, favors, or services that are based on any understanding that their vote, official action, or judgment would be influenced by such a gift.

Employees are prohibited from soliciting any gift from a political committee, a certified committee of continuous existence, or from a person who, for compensation, seeks or sought to influence the governmental decision making of the employee, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the employee or the Village Council, within the past twelve (12) months, where the gift is for the personal benefit of the employee, or any member of their immediate family or household.

Employees, or any person on his or her behalf, are prohibited from knowingly accepting, directly or indirectly, a gift from a political committee, certified committee of continuous existence, or from a person who, for compensation, seeks or sought to influence the governmental decision making of the employee, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the employee, or the Village Council, within the past twelve (12) months, if they know or reasonably believe that the gift has a value in excess of $100.00. However, such a gift may be accepted by the employee on behalf of Village or a charitable organization so long as the employee does not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift. The value of the gift is generally determined using the actual cost to the donor, less taxes and gratuities, or the reasonable and customary charge for personal services provided by the donor directly. Compensation provided by the employee to the donor within ninety (90) days after receipt of the gift is deducted from the value.

No Covered Person shall accept or agree to accept a gift from a person or entity, because of:

- An official public action taken or to be taken, or which could be taken.
- A legal duty performed or to be performed or which could be performed; or
- A legal duty violated or to be violated, or which could be violated by any official or employee.

No Covered Person, or any other person or entity on his or her behalf, shall knowingly solicit a gift of any value from any person or business entity that the recipient knows is a vendor, lobbyist or any principal or employer of a lobbyist where the gift is for the personal benefit of the official or employee, another official or employee, or any relative or household member of the official or employee.

Even though the acceptance of gifts may be lawful under the Code of Ethics applicable to Village employees, acceptance of gifts may have the unintended consequence of creating the perception of impropriety or self-dealing. For that reason, employees are strongly urged to decline any and

all gifts offered by vendors, lobbyists, members of the public, or the principal or employer of a lobbyist doing business with the Village. Employees who are unsure how to politely and professionally decline a well-intentioned gift should seek guidance from their supervisor.

20.4 Gift Reports

Any employee who receives a gift in excess of one hundred dollars ($100.00) shall report that gift in accordance with this section.

Gift reports for employees identified by state law as reporting individuals.

Those persons required to report gifts pursuant to state law shall report those gifts in the manner provided by Florida Statutes, §112.3148, as may be amended. A copy of each report shall be filed with the Palm Beach County Commission on Ethics.

All other employees who are not reporting individuals under state law.

Personal gifts. All employees who are not reporting individuals under state law are not required to report gifts in excess of one hundred dollars ($100.00) so long as those gifts are given to the employee by a personal friend or co-worker and the circumstances demonstrate that the motivation for the gift was the personal or social relationship rather than an attempt to obtain the goodwill or otherwise influence the official or employee in the performance of his or her official duties. Factors to be considered in determining whether a gift was motivated by a personal or social relationship may include but shall not be limited to: whether the relationship began before or after the official or employee obtained his or her office or position; the prior history of gift giving between the individuals; whether the gift was given in connection with a holiday or other special occasion; whether the donor personally paid for the gift or sought a tax deduction or business reimbursement; and whether the donor gave similar gifts to other officials or employees at or near the same time. If the personal friend or co-worker is a vendor, lobbyist or principal or employer of a lobbyist that lobbies the Village, then the employee shall not accept a gift in excess of one hundred dollars ($100.00) in accordance with this policy.

All other gifts. All employees who are not reporting individuals under state law and who receive any gift in excess of one hundred dollars ($100.00), which is not otherwise excluded or prohibited pursuant to this subsection, shall complete, and submit an annual gift disclosure report with the Palm Beach County Commission on Ethics no later than November 1 of each year for the period ending September 30 of each year. All officials or employees who are not reporting individuals under state law and who do not receive a gift in excess of one hundred dollars ($100.00) during a given reporting period shall not file an annual gift disclosure report. The annual gift disclosure report shall be created by the Palm Beach County Commission on Ethics and shall be in a form substantially similar in content as that required by state law.

20.5 Doing Business with the Village and Prohibited Employment and Business Relationships

Covered Persons are prohibited from having an employment or contractual relationship with any business entity or agency which is subject to the regulation of the Village or that is doing business with the Village.

Covered Persons are prohibited from having an employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

Covered Persons acting in their official capacity as a purchasing agent, with authority to commit the expenditure of public funds through a contract for, or the purchase of, any goods, services, or interest in real property for the Village (as opposed to the authority to request or requisition a contract or purchase by another person) are prohibited from either directly or indirectly purchasing, renting, or leasing any realty, goods, or services for the Village from any business entity of which the employee, or the employee's spouse or child is an officer, partner, director, or proprietor or in which such employee or his or her spouse or child, or any combination of them, has a material interest. A material interest means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity; however, indirect ownership does not include ownership by a spouse or minor child.

Covered Persons are prohibited from acting in a private capacity to rent, lease, or sell any realty, goods, or services to the Village unless the contract for the transaction was entered into prior to the employee's first date of employment at the Village.

20.6 Unauthorized Compensation

Employees, their spouses, and minor children are prohibited from accepting any compensation, payment, or item of value when the employee knows, or should know with the exercise of reasonable care, that is given to influence an action in which the employee was expected to participate in his or her official capacity.

20.7 Misuse of Position

Covered Persons are prohibited from, whether corruptly or not, using or attempting to use his or her position or any property or resources which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. "Corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of an official or employee which is inconsistent with the proper performance of his or her public duties.

Specifically, an employee shall not use his or her official position, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which they know or should know

with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities:

- Himself or herself.
- His or her spouse or domestic partner, household member or persons claimed as dependents on the official or employee's latest individual federal income tax return, or the employer or business of any of these people.
- A sibling or stepsibling, child or stepchild, parent or stepparent, niece or nephew, uncle or aunt, or grandparent or grandchild of either himself or herself, or of his or her spouse or domestic partner, or the employer or business of any of these people.
- An outside employer or business of his or hers, or of his or her spouse or domestic partner, or someone who is known to such official or employee to work for such outside employer or business.
- A customer or client of the official or employees outside employer or business.
- A substantial debtor or creditor of his or hers, or of his or her spouse or domestic partner—"substantial" for these purposes shall mean at least ten thousand dollars ($10,000.00) and shall not include forms of indebtedness, such as a mortgage and note, or a loan between the employee and a financial institution.
- A civic group, union, social, charitable, or religious organization, or other not for profit organization of which they (or spouse or domestic partner) are an officer or director.

20.8 Use of Public Property

No employee of the Village shall request, use, or permit the use of Village-owned vehicles, facilities, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. Use of such Village property is to be restricted to such services as are available to the Village residents or employees generally, pursuant to a recognized program, or for the conduct of official Village business, or at the sole discretion of the Department Director for purposes of education or training.

Authorized personal uses include taking an assigned Village vehicle to lunch on workdays as needed, use of a Village copy machine at cost, stopping to run personal errands when the destination point is in conjunction with official or authorized business, and other nominal personal uses as permitted by law.

20.9 Non-Solicitation

No Village employee may use or cause the use of Village time or property in any manner to promote any personal issue, political issue, candidate, or labor union activity or to solicit funds for any political or labor union purpose or to influence the outcome of any election. With the exception of Village-approved activities, peddling or soliciting for sale or donation of any kind on Village premises during normal working hours is not allowed. Exceptions may be granted by the Village Manager. Notwithstanding this provision, the Village Manager may authorize an employee bulletin board for informal communications between employees or other notices and communications.

Working hours and Village time include the working time of both the employee doing the soliciting or distributing, and the employee to whom such activity is directed. Employees are free to discuss these matters before or after normal working hours, and during lunch or rest periods in non-work areas.

Political Activities

No Village employee shall seek or accept appointment or election to any public office when the holding of such office would be deemed to be dual office holding, as prohibited by law.

No officer or employee of the Village shall engage in any political activity which is prohibited under state or federal law. Any person engaged in such an activity shall be subject to disciplinary, action, including immediate dismissal.

Nothing herein shall prohibit employees from expressing their opinion on any candidate or issue, or from participating in any political campaign, during the employee's off-duty hours, so long as the employee makes clear that his/her opinions are of a personal nature and not those of the Village.

Disclosure of Certain Information

Current and former employees of the Village are prohibited from disclosing or using information not available to members of the general public and gained by reason of his or her position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

Solicitation or Acceptance of Honoraria

The Village Manager, Village Clerk, Village Building Code Inspector, employees with the power to grant or deny a land development permit, and any purchasing agent with authority to make any single purchase in excess of $20,000 on behalf of the Village are prohibited from soliciting an honorarium which is related to their public office or duties. An honorarium means any payment of money or anything of value, directly or indirectly, to the employee, or to any other person on his or her behalf, as payment for a speech, address, oration or other oral presentation by the employee, regardless of whether presented in person, recorded or broadcast over the media, or for a writing by the employee that is intended to be published (other than a book). Because an honorarium does not include the payment or provision of actual and reasonable transportation, lodging, and food and beverage expenses related to the honorarium event, including any event or meeting registration fee for the employee and spouse, the employee may accept payment of such expenses related to an honorarium event, provided the employee receives a statement listing the name and address of the person providing the expenses, a description of the expenses provided each day, and the total value of the expenses provided for the event within sixty (60) days of the event and receives a waiver from the Village Council authorizing acceptance of such expenses, as more specifically outlined under the Travel Expenses section of this policy. If the Village Council authorizes acceptance of the expenses, the employee must disclose such expenses and approval

annually in the financial disclosure when such expenses are paid by a political committee or committee of continuous existence or from a person who, for compensation, seeks or sought to influence the governmental decision making of the Village Manager or purchasing agent, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the Village Manager, purchasing agent, or the Village Council, within the past twelve (12) months.

Moreover, speeches and presentations which are related to Village services delivered by Village employees to community and professional organizations shall generally be made without charge. If an organization wishes to give an honorarium or contribution for such a presentation, the remuneration must be made to the Village, not to the individual employee.

An honorarium or contribution for a speech or other presentation made by a Village employee to a group outside the Village either during working time or for which the Village provided travel expenses, will also be made to the Village.

Such contributions and honorariums shall be turned over to the Village for disposition.

Travel Expenses

No employee shall accept, directly or indirectly, any travel expenses including, but not limited to, transportation, lodging, meals, registration fees and incidentals from any municipal contractor, vendor, service provider, bidder, or proposer as applicable. The Village Council may waive the requirements of this subsection by a majority vote of the Village Council. The provisions of this subsection shall not apply to travel expenses paid by other governmental entities or by organizations of which the municipality is a member if the travel is related to that membership.

Contingency Fees

No person shall, in whole or in part, pay, give, or agree to pay or give a contingency fee to another person. No person shall, in whole or in part, receive or agree to receive a contingency fee. “Contingency fee” means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: an ordinance, resolution, action or decision of the Village Council, any employee authorized to act on behalf of the Village Council, the Village Manager, or any action or decision of an advisory board or committee. This prohibition does not apply to real estate brokers when acting in the course of their profession as regulated by Florida Statutes, §§ 475.001—475.5018, as may be amended. Nothing in this section may be construed to prohibit any salesperson from engaging in legitimate government business on behalf of a company from receiving compensation or commission as part of a bona fide contractual arrangement with that company provided such compensation or commission is ordinary and customary in the industry. Nothing in this section may be construed to prohibit an attorney from representing a client in a judicial proceeding or formal administrative hearing pursuant to a contingent fee arrangement.

Honesty in Applications for Positions

No person seeking to become an officer or employee or seeking to enter into a contract to provide goods or services to the Village, may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with employment by or services to the Village.

Federally Funded Programs

In addition to this policy, an officer or employee whose position is funded totally or primarily with federal funds shall be governed by the applicable rules established by the United States Civil Service Commission and its Office of Personnel Management. Any person who administers federal funds under a contract which limits the political activities of the administrator, or which incorporates U.S. Civil Service Commission rules shall comply with those provisions. Failure of any officer or employee to comply with applicable restrictions imposed by such a grant or contract shall be subject to disciplinary action, including immediate dismissal.

Ethics Training

At the beginning of employment and throughout the course of employment, employees are advised of their obligations to comply with the Palm Beach County and State of Florida Code of Ethics. Training provided by the Village is mandatory for all Covered Persons, whether initial training or follow-up training. The Village provides initial training within sixty (60) days of employment and follow-up training on the ethics obligations of Covered Persons approximately every twenty-four (24) months. The Human Resources Department shall act as liaison between Village and the Commission on Ethics with respect to ethics training. Employees must complete the acknowledgement form upon completion of training to be placed in their personnel file.

Consequences for Violations

Any employee who engages in a prohibited conflict of interest, as specified above, shall be subject to discipline, up to and including immediate termination of employment.

Additionally, any employee may be subject to investigation by the Florida Commission on Ethics, the Palm Beach County State Attorney's Office, Palm Beach County Commission on Ethics, or other enforcement agencies, which may result in civil and/or criminal penalties, if the violation of this policy also constitutes a violation of Florida or applicable local law.

Reporting Violations

Employees must contact their immediate supervisor or Department Director if they have any questions concerning the Conflict of Interest and Code of Ethics Policy. Suspected violations of the Conflict of Interest and Code of Ethics Policy must be reported immediately to their Department Director or the Village Manager. Employees may report their concerns verbally or in writing. Department Directors receiving reports of alleged violations must immediately forward the report to the Village Manager for action.

Employees may also report suspected violations of this policy to the Palm Beach County Inspector General or the Palm Beach County Commission on Ethics.

The Village will not retaliate against any employee who reports suspected violations of this Conflict of Interest and Code of Ethics Policy unless it is determined the report was made in bad faith or maliciously.

In the event state or local law governing conflicts of interest and ethics is amended, any such applicable amendments will control.

Chapter 21: Discipline Guidelines

21.1 Purpose

It shall be the duty of all Village employees to maintain high standards of competence, conduct, cooperation, efficiency, and economy in their work. Department Directors and supervisors shall organize and direct the work under their direction in a manner calculated to achieve these objectives.

When employee performance, conduct, or behavior issues occur, it is the responsibility of all supervisors, managers, and Department Directors to administer disciplinary action in a fair and consistent manner. Disciplinary actions involving suspension, demotion, or termination require the approval of the Village Manager, in consultation with the Human Resources Department.

21.2 Standards of Conduct

Making the Village of Palm Springs a great place to live and work requires that employees maintain proper standards of conduct at all times. As an employee of the Village, your performance and conduct are in the public eye of Village of Palm Springs residents. Employee actions and behavior directly affect the Village's reputation, and you must be constantly aware of the image you project to the public.

The Village of Palm Springs has established policies and procedures to guide employee performance. These do not cover all the work an employee is required to do, and do not replace the need to use sound judgment and common sense. Employees who fail to maintain proper standards of conduct or exhibit sub substandard performance may be subject to appropriate corrective action, up to and including termination.

A partial list of unacceptable behavior has been developed as a guideline of employee standards of conduct while employed by the Village. Any and all violations may be subject to disciplinary action, up to and including termination. The Village recognizes that each instance differs in many respects from seemingly similar situations. The Village retains the right to treat each occurrence on an individual basis and without creating a precedent for other cases which may arise in the future. The types of offenses are not to be construed as a limitation upon the retained rights of the Village. These guidelines provide recommended standard penalties to apply for specific offenses. This means that a more severe penalty may be issued than that which appears as the recommended

level of discipline. In addition to the types of offenses listed below, infractions of written departmental rules and regulations will subject the employee to disciplinary action.

Non-bargaining, probationary, seasonal, part-time, and temporary employees' employment with the Village of Palm Springs is at will. The Village reserves the right to terminate employment of such employees at any time, for any reason, with or without cause, with or without prior notice or with or without prior disciplinary action.

21.3 Progressive Discipline

Although the Village Manager reserves the right to terminate employees at any time for any lawful reason, generally discipline shall be progressive and shall be designed to correct the infraction, performance, or negligent act or omission.

Progressive discipline is the process of using increasingly severe steps or measures when a member fails to correct behavior(s). For progressive discipline to occur, the time between incidents should normally be no more than two years. The degree of discipline administered will take into account the severity of the infraction and shall be in accordance with Village regulations as well as local, state, or federal laws and regulations. Although the Village Manager reserves the right to terminate employees at any time for any lawful reason, generally discipline shall be progressive and shall be designed to correct the infraction, performance, or negligent act or omission. Discipline may also start at a higher level depending on the seriousness of the offense."

21.4 Types of Offenses/Bad Conduct

The group listings below are not all-inclusive. It is impossible to list all actions and behaviors that would be considered unacceptable and subject an employee to disciplinary action. All employees are required to follow Village policies, practices, and procedures, use sound judgment and common sense, and to ask their supervisor if they need assistance to guide their actions. Some types of conduct for which an employee may be disciplined include, but are not limited to:

1. Reporting to work under the influence of intoxicants or nonprescription/illegal drugs or using such substances while on Village property.
2. Failure to follow lawful orders or being insubordinate toward a supervisor or someone in authority.
3. Being absent from work without permission or failure to report to the supervisor or Department Director when one is absent for three (3) consecutive workdays will be considered job abandoned. The employee is deemed to have quit and will be terminated immediately.
4. Being habitually absent or tardy for any reason.
5. Employees whose PLT balance falls under 10hrs.
6. Failure to perform assigned work in an efficient or effective manner.
7. Being wasteful of material, property or working time.
8. Inability to get along with fellow employees, so that the work being done is hindered and not up to required levels or standards.

9. Failure to observe property security procedures.
10. Conduct on the job which violates the common decency or morality of the community.
11. Commission of any felony, or a misdemeanor involving violence, dishonesty, or moral turpitude related to employment.
12. Violating safety rules and regulations.
13. Speaking critically or making derogatory or false accusations so as to discredit other employees, supervisors or elected or appointed officials.
14. Removal, theft or conversion of any Village money, equipment, merchandise, or property, including property normally under the employee's care, custody arid control.
15. Lying to supervisors in connection with your job.
16. Dishonesty, including intentionally giving false information, intentionally falsifying records or making false statements regarding employment.
17. Being on Village premises during nonworking hours without permission, and against a supervisor's direct order.
18. Divulging or misusing confidential information, including removal from Village premises, without proper authorization, any employee lists, records, designs, drawings, or confidential information of any kind, or any information which is exempt from inspection or copying pursuant to Section 119.07. Florida Statutes.
19. Accepting fees, gifts, or other valuable items in performance of the employee's official duties for the Village, in violation of these regulations or Chapter 112, Florida Statutes.
20. Inability or unwillingness to perform the assigned job.
21. Falsification of time records for payroll.
22. Abuse of personal leave time privileges by obtaining personal leave time pay falsely or under false pretenses.
23. The use of profanity or abusive language towards a fellow employee, supervisor, an elected or appointed official or member of the general public while performing official duties as a Village employee.
24. Violation of the drug free workplace policies.
25. Violation of the policy preventing harassment and discrimination in the workplace.
26. Violation of any of the employment regulations.

21.5 Discussion Form

The employee discussion form is used as a coaching method in the event an employee's performance, attitude, work habits or personal conduct at any time fall below a desirable level. Discussion forms are **not** a part of the disciplinary folder within an employee's personnel file.

21.6 Types of Discipline and Disciplinary Process

The following sets forth major categories of discipline that may be used by the Village in personnel issues. Supervisors and Department Directors are required to consult with the Human Resources Department at each step in the disciplinary process. While supervisors may issue Verbal Warnings with the Department Director's approval, only Department Directors may issue Written Reprimands. Please note that Suspensions, Demotions, and Terminations must be reviewed by the

Human Resources Department and approved in writing by the Village Manager prior to any action being taken.

All disciplinary actions should be discussed with the Human Resources Department prior to issuance.

Verbal Warning

Whenever employee performance, attitude, work habits or personal conduct at any time fall below a desirable level, supervisors and/or the Department Directors shall inform employees promptly and specifically by documented Verbal Warning. A Department Director or supervisor may determine that the first course of disciplinary action is a Verbal Warning. A Verbal Warning shall reference the actions for which the warning is issued. A record of such shall be documented by the individual who issued it, provided to the employee, and a copy shall be provided to Human Resources for the personnel file.

Written Warning

In situations where a documented Verbal Warning has not resulted in the expected improvement or is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee, a Written Warning may be issued defining the nature of the infraction. The Written Warning shall be provided to the employee, and a copy shall be provided to the Human Resources Department to be placed in the employee's personnel file. The employee's Department Director initiates and approves a Written Warning.

Suspension Without Pay

Suspension is the temporary separation of a Village employee from assigned duty for a definite period of time without pay. A Village employee may be suspended for disciplinary purposes when, in the judgment of the Department Director after consultation with the Human Resources Department and approval by the Village Manager, lower level of discipline has not had the desired corrective effect or is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee. The reason(s) for any suspension and the time period of any such suspension shall be given to the Human Resources Department in writing on the form provided, one copy of the form to be given, e-mailed, or mailed, to the employee before the suspension shall become effective: one copy to be retained by the Department Director. Suspensions are generally issued for one (1) day on the first suspension, for three (3) days on the second suspension, and five (5) days on the third suspension.

Demotion

An employee may be demoted or assigned to less responsible work for any reason, which may include a corresponding reduction in pay. A demotion occurs where the employee is moved to another position for which a lower maximum rate of pay is established. The Village Manager must approve all demotions may consult with the Human Resources Department prior to a determination being made. Documentation of the demotion shall be placed in the employee's personnel file. Demotion shall not be used as a substitute for discharge when discharge is warranted.

21.7 Involuntary Discharge/Termination

Discharge/termination is permanent separation of employment. Non-bargaining, probationary, seasonal, part-time, and temporary employees may be discharged/terminated at any time without cause or prior notice. A Village employee subject to a collective bargaining agreement may be discharged/terminated for disciplinary purposes or for good and sufficient cause when, in the judgment of the Village Manager or designee, prior written warning and/or suspension has not had the desired corrective effect or is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee. The reason(s) for any proposed discharge/termination shall be given to the Human Resources Department in writing on the form provided and shall require the prior approval of the Village Manager or designee; one copy of the form to be given, e-mailed, or mailed, to the employee before the discharge shall become effective; one copy to be retained by Human Resources in the personnel file. Non-bargaining, probationary, seasonal, part-time, and temporary employees, and those whose appointment is on other than a permanent basis, may be discharged/terminated at any time without cause or prior notice by the Village Manager or designee without the right of appeal or hearing in any manner.

21.8 Pre-Determination Meeting

Members of collective bargaining units shall be governed by their collective bargaining agreements for specific procedures concerning the disciplinary process where the process conflicts with this policy. Similarly, procedures relating to discipline of certain law enforcement officers shall comply with applicable state law.

21.9 Pre-Termination Meeting

Regular, full-time employees covered by collective bargaining agreements will be given an opportunity to attend a pre-termination meeting. The meeting must be held prior to the effective termination date to provide the employee with an opportunity to discuss the specific allegations promoting the proposed termination with the Department Director involved. The Village Manager or designee shall preside at such meeting. Upon full and fair consideration of all facts and information presented at the meeting, the Village Manager or designee shall notify the employee in writing with respect to the decision regarding the proposed termination.

21.10 Post-Termination Name-Clearing Process

In the event of an involuntary termination, a non-probationary bargaining unit employee will be provided reasons for termination and, in many cases non-probationary non-bargaining unit employees may also be provided with such reasons. When the document providing reasons for the termination has the effect of stigmatizing the employee's reputation, and where the employee claims that such reasons are untrue, the employee shall be provided notice of the opportunity to request a "Name Clearing Process."

The purpose of a "Name Clearing Process" is to allow the employee an opportunity to tell his or her side of the story and respond to the charges. *The "Name Clearing Process" is not an appeal of the termination or an opportunity to gain reinstatement.* At or prior to the meeting, the employee has an opportunity to provide his or her position in writing so that it may be included in the personnel file and made part of the record open to the public under Florida's public records laws.

To request a "Name Clearing Process," employees must deliver the request to the Village Manager in writing within ten (10) calendar days of the date of the termination. A meeting will generally be provided by the Village within ten (10) calendar days of receipt of the employee's request for such a meeting. No such meeting will be held if a written request is not timely delivered by the employee. The employee may provide witness statements at or prior to the meeting. The meeting will be held before the Village Manager or designee, including but not limited to, the Human Resources Director.

Employees covered by Collective Bargaining Agreements may use this process or any grievance process provided for in the CBA, but not both.

21.11 Performance Improvement Plans

An employee who fails or refuses to satisfactorily perform any of the duties of the position may be placed on a Performance Improvement Plan in addition to any disciplinary action. However, the Village reserves the right to terminate employees for performance issues without having previously issued a Performance Improvement Plan. Please see **Chapter 3: Employment and Performance Reviews** for additional information regarding Performance Improvement Plans.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #19: Resolution No. 2025-49 - Amending Section 177.071, Florida Statutes by Designating an Administrative Official to Administratively Approve Plats and Replats

SUMMARY: During the most recent 2025 Florida Legislative Session, Senate Bill 784, which was signed into law on June 20, 2025, and became effective on July 1, 2025, amending Section 177.071, Florida Statutes, related to the platting and replatting approval process, and now requires be administratively approved by a designated authority of the local government, and no further action or approval by the governing body is required if the plat or replat complies with the statutory requirements.

The law requires the Village Council to adopt a Resolution or Ordinance appointing an "administrative officer or employee" as the person who is to approve plats and replats. Staff recommends the Planning, Zoning, and Building Director as the administrative authority and official responsible for reviewing, processing, and administratively approving or denying plats and replats for the Village.

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

FISCAL IMPACT:

Amending the Florida Statutes, which is required due to new approved legislation during the 2025 Florida Legislative Session, does not have a fiscal impact.

ATTACHMENTS:

1. Proposed Resolution No. 2025-49 - Plat and Replat
2. Senate Bill 784 - Platting and Replatting
3. Chapter 2025-164

RESOLUTION NO. 2025-49

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, COMPLYING WITH SENATE BILL 784 (2025), WHICH AMENDED SECTION 177.071, FLORIDA STATUTES, BY REQUIRING ALL PLATS AND REPLATS TO BE ADMINISTRATIVELY APPROVED AND REQUIRING ALL MUNICIPALITIES TO DESIGNATE AN ADMINISTRATIVE OFFICIAL TO ADMINISTRATIVELY APPROVE, APPROVE WITH CONDITIONS, OR DENY PLATS AND REPLATS ON OR AFTER JULY 1, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article V, "Subdivisions", within Chapter 34, "Land Development" of the Village Code of Ordinances sets forth the current process for the Village Council to be the final approval of all plats and replats; and

WHEREAS, on June 20, 2025, the Governor signed Senate Bill 784 (2025), which amended section 177.071, Florida Statutes, and removed the governing body of municipalities and counties from the process of approving plats and replats; and

WHEREAS, Section 177.071, Florida Statutes, as amended, requires that plats and replats be administratively approved by a designated authority of the local government, and no further action or approval by the governing body is required if the plat or replat complies with the statutory requirements; and

WHEREAS, Section 177.071, Florida Statutes, as amended, authorizes each local government to designate by ordinance or resolution an administrative authority and official responsible for reviewing, processing, and administratively approving plats and replats; and

WHEREAS, this Resolution proposes to expedite the Village Council's compliance with Section 177.071, Florida Statutes, while allowing Village staff to come forward at a later date with other revisions to Article V, "Subdivisions", within Chapter 34, "Land Development" of the Village Code of Ordinances to specifically address the new administrative process and make other amendments by ordinance; and

WHEREAS, the Planning & Zoning Board considered this Resolution during their meeting on August 12, 2025 and recommended approval; and

WHEREAS, the Village Council desires to promptly comply with the requirements of Section 177.071, Florida Statutes, and facilitate the efficient administrative review and approval of plats and replats.

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

Section 1. The precatory language above is approved and included herein as if set forth below.

Section 2. Pursuant to Section 177.071, Florida Statutes, the Village of Palm Springs Council hereby designates the Planning, Zoning, and Building Director as the administrative official authorized to approve, approve with conditions, or deny plat and replat submittals as required by Section 177.071, Florida Statutes (2025).

Section 3. This Resolution shall take effect immediately upon its adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
CHRISTY GODDEAU, VILLAGE ATTORNEY

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or

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replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4) ~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this

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part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5)~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The

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circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

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CHAPTER 2025-164

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

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oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5)~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

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State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.

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Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #20: (First Reading) Ordinance No. 2025-05 - Repealing Section 34-1337 of the Village of Palm Springs Code Ordinance to comply with Section 366.94, Florida Statutes

SUMMARY: During the most recent 2025 Florida Legislative Session, Senate Bill 700, which was signed into law on May 15, 2025, amended Section 366.94, Florida Statutes, related to electric vehicle charging stations, including the following revisions:

- Regulation of electric vehicle charging stations is preempted by the State.
- The requirement that local governments issue permits for electric vehicle charging stations is based solely upon standards established by the Department of Agriculture and Consumer Services and other applicable state law.
- Approving or denying the permit application shall follow the time period established by the Department of Agriculture and Consumer Services.
- Before a charger at an electric vehicle charging station is placed into service for use by the public, the charger must be registered with the Department of Agriculture and Consumer Services in a form prescribed by department rules.

Note: On May 11, 2023, the Village Council approved a code amendment under Ordinance No. 2023-05 to add a new Section 34-1337, including regulations for electric vehicle charging stations.

Currently, as required by Section 366.94, Florida Statutes, staff are requesting to repeal Village Code Section 34-1337 to be in compliance with the state laws and regulations.

From the permitting perspective, the Planning, Zoning, and Building Department will follow the standards established by the Department of Agriculture and Consumer Services and all applicable state laws.

FISCAL IMPACT:
Repealing the Village Code of Ordinances, which is required due to new approved legislation during the 2025 Florida Legislative Session, does not have a fiscal impact.

ATTACHMENTS:
1. Proposed Ordinance No.2025-05 - Repealing Code Section 34-1337 on EV charging stations 8.3.2025
2. SB 700 Electric Vehicle Charging Stations
3. Chapter 2025-22

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 34, "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 8, "OFF-STREET PARKING", BY REPEALING SECTION 34-1337 (ORDINANCE NO. 2023-05) TO COMPLY WITH SECTION 366.94, FLORIDA STATUTES, WHICH PREEMPTED TO THE STATE THE REGULATION OF ELECTRIC VEHICLE CHARGING STATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 11, 2023, the Village adopted Ordinance No. 2023-05, which added a new section 34-1337, "Electric Vehicle Charging Infrastructure", to the Land Development Code to set forth regulations for electric vehicle charging stations in the Village of Palm Springs; and

WHEREAS, on May 1, 2024, the Governor approved Senate Bill 1084 (2024) which amended section 366.94, Florida Statutes, and preempted to the State the regulation of electric vehicle charging stations; and

WHEREAS, on May 15, 2025, the Governor approved Senate Bill 700 (2025), which amended section 366.94, Florida Statutes, to clarify the State preemption of electric vehicle charging stations and to authorize the Department of Agriculture and Consumer Services to establish standards for the placement, design, installation, maintenance, and operation of electric vehicle charging stations; and

WHEREAS, Section 366.94, Florida Statutes, as amended, requires that local governments issue permits for electric vehicle charging stations based solely upon standards established by the Department of Agriculture and Consumer Services and other applicable state laws; and

WHEREAS, section 34-1337 of the Village Code of Ordinances (adopted through Ordinance No. 2023-05) must be repealed to comply with the requirements of Section 366.94, Florida Statutes; and

WHEREAS, the Planning & Zoning Board considered this proposed Ordinance during their meeting on August 12, 2025, and recommended approval; and

WHEREAS, the Village Council desires to comply with the requirements of Section 366.94, Florida Statutes, and facilitate the efficient review and approval of electric vehicle charging stations consistent with the Department of Agriculture and Consumer Services standards.

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

Section 1. The precatory language above is approved and included herein as if set forth below.

Section 2. As required by Section 366.94, Florida Statutes, the Village of Palm Springs Council hereby repeals Section 34-1337 of the Village of Palm Springs Code of Ordinances, Chapter 34, “Land Development”, Article VI, “Land Use”, Division 8, “Off-Street Parking”.

Section 3. All electric vehicle charging stations shall be reviewed administratively consistent with Section 366.94, Florida Statutes, and consistent with the Department of Agriculture and Consumer Services standards.

Section 4. Repeal of Conflicting Ordinances. All ordinances, resolutions, or parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 5. 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 6. Effective Date. This Ordinance shall become effective upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
KIM SCHMITZ, VICE MAYOR	□	□	□
GARY READY, MAYOR PRO TEM	□	□	□
_____, 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.

VILLAGE 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

An act relating to the Department of Agriculture and Consumer Services; amending s. 110.205, F.S.; providing that certain positions in the department are exempt from the Career Service System; amending s. 163.3162, F.S.; defining terms; prohibiting governmental entities from adopting or enforcing any legislation that inhibits the construction of housing for legally verified agricultural workers on agricultural land operated as a bona fide farm; requiring that the construction or installation of such housing units on agricultural lands satisfies certain criteria; requiring that local ordinances comply with certain regulations; authorizing governmental entities to adopt local land use regulations that are less restrictive; requiring property owners to maintain certain records for a specified timeframe; requiring that use of a housing site be discontinued and authorizing the removal of such a site under certain circumstances; specifying applicability of permit allocation systems in certain areas of critical state concern; authorizing the continued use of housing sites constructed before the effective date of the act if certain conditions are met; requiring the department to adopt certain rules; providing for enforcement; requiring the department to submit certain information to the State Board of Immigration Enforcement on a certain schedule; amending s. 201.25, F.S.; conforming a provision to

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changes made by the act; amending s. 253.0341, F.S.; authorizing the department to surplus certain lands determined to be suitable for bona fide agricultural production; requiring the department to consult with the Department of Environmental Protection before making such determination; requiring the Department of Agriculture and Consumer Services to retain a rural-lands-protection easement for all surplused lands and deposit all proceeds into a specified trust fund; requiring the department to provide a report of lands surplused to the board of trustees; providing that certain lands are ineligible to be surplused; providing for retroactive applicability; amending s. 330.41, F.S.; defining terms; prohibiting a person from knowingly or willfully performing certain actions on lands classified as agricultural; providing criminal penalties; providing applicability; prohibiting a person from knowingly or willfully performing certain actions on private property, state wildlife management lands, or a sport shooting and training range; providing criminal penalties; providing applicability; creating s. 366.20, F.S.; requiring that certain lands acquired or owned by an electric utility by a certain date be offered for fee simple acquisition by the department before the land may be offered for sale or transfer to a private individual or entity; requiring an electric utility to issue a written intent to sell through certified mail to the Commissioner of Agriculture within a specified

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timeframe before offering to sell or transferring certain lands; authorizing the commissioner to issue a written intent to purchase via certified mail within a specified timeframe after receipt of such written intent to sell; requiring the electric utility to be released from certain provisions under certain circumstances; requiring that certain offers accepted and received by the department within a specified timeframe be executed no later than a certain date; requiring the department to adopt rules; amending s. 366.94, F.S.; defining the term "electric vehicle charging station"; authorizing the department to adopt rules; requiring local governmental entities to issue permits for electric vehicle charging stations based on specified standards and provisions of law; requiring that an electric vehicle charger be registered with the department before being placed into service for use by the public; providing the department with certain authority relating to electric vehicle charging stations; providing a penalty; authorizing the department to issue an immediate final order to an electric vehicle charging station under certain circumstances; providing that the department may bring an action to enjoin a violation of specified provisions or rules; requiring the court to issue a temporary or permanent injunction under certain circumstances; amending s. 388.011, F.S.; revising the definition of the terms "board of commissioners" and "district"; defining the term "program"; amending s.

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388.021, F.S.; making a technical change; amending s. 388.181, F.S.; authorizing programs to perform specified actions; amending s. 388.201, F.S.; conforming provisions to changes made by the act; requiring that the tentative work plan budget covering the proposed operations and requirements for arthropod control measures show the estimated amount to be raised by county, municipality, or district taxes; requiring that county commissioners' or a similar governing body's mosquito control budget be made and adopted pursuant to specified provisions and requiring that summary figures be incorporated into the county budgets as prescribed by the department; amending s. 388.241, F.S.; providing that certain rights, powers, and duties be vested in the board of county commissioners or similar governing body of a county, or municipality; amending s. 388.261, F.S.; increasing the maximum annual amount that a county, municipality, or district may receive, without contributing matching funds, in state funds, supplies, services, or equipment for a certain number of years for any new program for the control of mosquitos and other arthropods which serves an area not previously served by a county, municipality, or district; conforming a provision to changes made by the act; amending s. 388.271, F.S.; requiring each program participating in arthropod control activities to file a tentative integrated arthropod management plan with the department by a specified date; conforming provisions

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to changes made by the act; amending s. 388.281, F.S.; requiring that all funds, supplies, and services released to programs be used in accordance with the integrated arthropod management plan and certified budget; requiring that such integrated arthropod management plan and certified budget be approved by both the department and the board of county commissioners or an appropriate representative; conforming provisions to changes made by the act; amending s. 388.291, F.S.; providing that a program may perform certain source reduction measures in any area providing that the department has approved the operating or construction plan as outlined in the integrated arthropod management plan; conforming provisions to changes made by the act; amending s. 388.301, F.S.; revising the schedule by which state funds for the control of mosquitos and other arthropods may be paid; conforming provisions to changes made by the act; amending s. 388.311, F.S.; conforming provisions to changes made by the act; amending s. 388.321, F.S.; conforming provisions to changes made by the act; amending s. 388.322, F.S.; requiring the department to maintain a record and inventory of certain property purchased with state funds for arthropod control use; conforming provisions to changes made by the act; amending s. 388.323, F.S.; requiring that certain equipment no longer needed by a program be first offered for sale to other programs engaged in arthropod control at a specified price;

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requiring that all proceeds from the sale of certain property owned by a program and purchased using state funds be deposited in the program's state fund account; conforming provisions to changes made by the act; amending s. 388.341, F.S.; requiring a program receiving state aid to submit a monthly report of all expenditures from all funds for arthropod control by a specified timeframe as may be required by the department; conforming provisions to changes made by the act; amending s. 388.351, F.S.; conforming provisions to changes made by the act; amending s. 388.361, F.S.; conforming provisions to changes made by the act; amending s. 388.3711, F.S.; revising the department's enforcement powers; amending s. 388.381, F.S.; conforming provisions to changes made by the act; amending s. 388.391, F.S.; conforming provisions to changes made by the act; amending s. 388.401, F.S.; conforming provisions to changes made by the act; amending s. 388.46, F.S.; revising the composition of the Florida Coordinating Council on Mosquito Control; amending s. 403.067, F.S.; providing an exception for inspection requirements for certain agricultural producers; authorizing the department to adopt rules establishing an enrollment in best management practices by rule process; authorizing the department to identify best management practices for specified landowners; requiring the department to perform onsite inspections annually of a certain percentage of all enrollments that meet specified qualifications within

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a specified area; providing requirements for such inspections; requiring agricultural producers enrolled by rule in a best management practice to submit nutrient records annually to the department; requiring the department to collect and retain such records; amending s. 403.852, F.S.; defining the term "water quality additive"; amending s. 403.859, F.S.; prohibiting the use of certain additives in a water system which do not meet specified requirements; amending s. 482.111, F.S.; revising requirements for the renewal of a pest control operator's certificate; authorizing a third-party vendor to collect and retain a convenience fee; amending s. 482.141, F.S.; requiring the department to provide in-person and remote testing for the examination through a third-party vendor for an individual seeking pest control operator certification; authorizing a third-party vendor to collect and retain a convenience fee; amending s. 482.155, F.S.; requiring the department to provide in-person and remote testing for the examination through a third-party vendor for an individual seeking limited certification for a governmental pesticide applicator or a private applicator; authorizing a third-party vendor to collect and retain a convenience fee; deleting provisions requiring the department to make such examination readily accessible and available to all applicants on a specified schedule; amending s. 482.156, F.S.; requiring the department to provide in-

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person and remote testing for the examination through a third-party vendor for an individual seeking a limited certification for commercial landscape maintenance; authorizing a third-party vendor to collect and retain a convenience fee; deleting provisions requiring the department to make such examination readily accessible and available to all applicants on a specified schedule; amending s. 482.157, F.S.; revising requirements for issuance of a limited certification for commercial wildlife management personnel; authorizing a third-party vendor to collect and retain a convenience fee; deleting provisions requiring the department to make an examination readily accessible and available to all applicants on a specified schedule; amending s. 482.161, F.S.; authorizing the department to take specified disciplinary action upon the issuance of a final order imposing civil penalties or a criminal conviction pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act; amending s. 487.044, F.S.; requiring the department to provide in-person and remote testing through a third-party vendor for the examination of an individual seeking a limited certification for pesticide application; authorizing a third-party vendor to collect and retain a convenience fee; amending s. 487.175, F.S.; providing that the department may suspend, revoke, or deny licensure of a pesticide applicator upon issuance of a final order to a licensee which imposes civil penalties or a criminal

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conviction under the Federal Insecticide, Fungicide, and Rodenticide Act; amending s. 496.404, F.S.; defining the terms "foreign country of concern" and "foreign source of concern"; amending s. 496.405, F.S.; revising which documents a charitable organization or sponsor must file before engaging in specified activities; requiring that any changes to such documents be reported to the department on a specified form in a specified timeframe; revising the requirements of the charitable organization's initial registration statement; authorizing the department to investigate or refer to the Florida Elections Commission certain violations of the charitable organization or sponsor; amending s. 496.415, F.S.; prohibiting specified persons from soliciting or accepting anything of value from a foreign source of concern; providing penalties; amending s. 496.417, F.S.; authorizing the department to investigate or refer to the Florida Elections Commission certain violations of a charitable organization or sponsor; amending s. 496.419, F.S.; providing discretionary penalties for a charitable organization or sponsor whose registration is denied or revoked for submitting a false attestation; creating s. 496.431, F.S.; requiring the department to create the Honest Services Registry to provide residents with information relating to charitable organizations; requiring a charitable organization included in the Honest Services Registry to submit an attestation statement

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to the department; requiring the department to publish the Honest Services Registry on the department's website; requiring the department to adopt rules; amending s. 500.03, F.S.; revising the definition of the term "cottage food product"; amending s. 500.12, F.S.; providing that the department requires a food permit from any person or business that operates a food establishment; revising exceptions; revising the schedule for renewing certain food permits; authorizing the department to establish a single permit renewal date for certain food establishments; amending s. 500.166, F.S.; requiring certain persons engaged in interstate commerce to retain all records that show certain information for a specified timeframe; amending s. 500.172, F.S.; authorizing the department to facilitate the destruction of certain articles that violate specified provisions; prohibiting certain persons from certain actions without permission from, or in accord with a written agreement with, the department; creating s. 500.75, F.S.; providing that it is unlawful to transport or offer to transport, import into this state, sell or offer for sale, furnish, or give away certain spores or mycelium; providing a penalty; creating s. 500.93, F.S.; defining terms; requiring the department to adopt rules to enforce the Food and Drug Administration's standard of identity for milk, meat, poultry, and poultry products, and eggs and egg products to prohibit the sale of plant-based products

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mislabeled as milk, meat, poultry, or poultry products, or egg or egg products; providing contingent effective dates; requiring the department to adopt rules; providing construction; repealing s. 501.135, F.S., relating to consumer unit pricing; amending s. 501.912, F.S.; revising the definition of the term "antifreeze"; creating s. 525.19, F.S.; requiring the department to create an annual petroleum registration program for petroleum owners or operators; requiring the department to adopt rules for such registration which include specified information; requiring that the registration program be free for all registrants; authorizing the department to require registrants to provide certain information during a state of emergency; creating s. 526.147, F.S.; creating the Florida Retail Fuel Transfer Switch Modernization Grant Program within the department; requiring the grant program to provide funds up to a certain amount to be used for installation and equipment costs related to installing or modernizing transfer switch infrastructure at retail fuel facilities; requiring the department to award funds based on specified criteria; requiring retail fuel facilities awarded grant funds to comply with specified provisions; requiring such facilities to install a transfer switch with specified capabilities; requiring retail fuel facilities to provide specified documentation before being awarded funding; prohibiting certain facilities from being awarded funding; requiring the department,

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in consultation with the Division of Emergency Management, to adopt rules; requiring that such rules include specified information; amending s. 531.48, F.S.; requiring that certain packages bear specified information on the outside of the package; amending s. 531.49, F.S.; revising requirements for the advertising of a packaged commodity; amending s. 564.06, F.S.; requiring that a certain percentage of revenues collected from certain excise taxes be deposited into the Florida Wine Trust Fund; amending s. 570.07, F.S.; requiring the department to foster and encourage the employment and retention of qualified veterinary pathologists; providing that the department may reimburse the educational expenses of certain veterinary pathologists who enter into a certain agreement with the department; requiring the department to adopt certain rules; requiring the department to extend certain opportunities to public school students enrolled in agricultural education to support Future Farmers of America programming; requiring the department to use contracts procured by agencies; defining the term "agency"; amending s. 570.544, F.S.; revising which provisions the director of the Division of Consumer Services must enforce; creating s. 570.546, F.S.; authorizing the department to create a process for the bulk renewal of licenses; authorizing the department to create a process that will allow licensees to align the expiration dates of licenses within a specified program; authorizing the

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department to change the expiration date for current licenses for a certain purpose; requiring the department to prorate the licensing fee for certain licenses; requiring the department to adopt rules; creating s. 570.694, F.S.; creating the Florida Aquaculture Foundation as a direct support organization within the department; providing the purpose of the foundation; providing governance for the foundation; authorizing the department to appoint an advisory committee adjunct to the foundation; amending s. 570.822, F.S.; defining the term "declared emergency," rather than "declared natural disaster," and revising the definition of the term "program"; providing that loan funds from the department may be used to restock aquaculture; authorizing the department to renew a loan application under certain circumstances; authorizing the department to defer or waive loan payments under certain circumstances; conforming provisions to changes made by the act; creating s. 570.823, F.S.; defining terms; establishing the silviculture emergency recovery program within the department to administer a grant program to assist certain timber landowners; requiring that such grants be used for certain purposes; requiring that only timber lands located on agricultural property are eligible for the program; requiring the department to coordinate with state agencies to provide financial assistance to timber landowners after a specified declared emergency;

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providing construction; authorizing the department to adopt rules to implement this section including emergency rules that may be effective for a specified timeframe; creating s. 570.831, F.S.; requiring, subject to appropriation of funds, the Cattle Enhancement Board, Inc., in coordination with the department, to establish a Florida beef marketing program; providing a purpose for such program; amending s. 581.1843, F.S.; deleting provisions that exclude certain citrus nurseries from certain requirements; deleting provisions relating to regulated areas around the perimeter of commercial citrus nurseries; repealing ss. 593.101, 593.102, 593.103, 593.104, 593.105, 593.106, 593.107, 593.108, 593.109, 593.11, 593.111, 593.112, 593.113, 593.114, 593.1141, 593.1142, 593.115, 593.116, and 593.117, F.S., relating to the Florida Boll Weevil Eradication Law; definitions; powers and duties of Department of Agriculture and Consumer Services; the entry of premises to carry out boll weevil eradication activities and inspections; reports by persons growing cotton; quarantine areas and the regulation of articles within a boll weevil eradication zone; the regulation of collection, transportation, distribution, and movement of cotton; cooperative programs for persons engaged in growing, processing, marketing, or handling cotton; the department's authority to designate eradication zones, prohibit planting of cotton, and require participation in

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eradication program; regulation of the pasturage of livestock, entry by persons, and location of honeybee colonies in eradication zones and other areas; eligibility for certification of cotton growers' organization; the certification of cotton growers' organization; a referendum; an assessment; the department's authority to enter agreements with the Farm Service Agency; liens; mandamus or injunction; penalty for violation; and the handling of moneys received, respectively; amending s. 595.404, F.S.; revising the department's powers and duties regarding school nutrition programs; amending s. 599.002, F.S.; renaming the Viticulture Advisory Council as the Florida Wine Advisory Council; revising the membership of the Florida Wine Advisory Council; conforming provisions to changes made by the act; amending s. 599.003, F.S.; renaming the State Viticulture Plan as the State Wine Plan; conforming provisions to changes made by the act; amending s. 599.004, F.S.; making technical changes; providing that wineries that fail to recertify annually or pay a specified licensing fee are subject to certain actions and costs; conforming provisions to changes made by the act; amending s. 599.012, F.S.; conforming provisions to changes made by the act; amending s. 616.12, F.S.; deleting provisions requiring a person who operates a minstrel show in connection with any certain public fairs to pay specified license taxes; deleting a provision that exempts such person from paying specified taxes;

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creating s. 687.16, F.S.; providing a short title; defining terms; prohibiting a financial institution from discriminating in the provision of financial services to an agricultural producer based on an ESG factor; providing an inference with regard to a certain violation; providing that the financial institution may overcome the inference by making certain demonstrations regarding its denial or restriction of financial services to an agricultural producer; authorizing the Attorney General to enforce specified provisions; providing that a violation of specified provisions constitutes an unfair and deceptive trade practice; authorizing the Attorney General to investigate and seek remedies for such unfair trade practices; authorizing an aggrieved party to seek an action for damages; amending s. 741.0305, F.S.; conforming a cross-reference; amending s. 790.06, F.S.; revising the circumstances under which the department may temporarily suspend a person's license to carry a concealed weapon or concealed firearm or the processing of an application for such license; requiring the department to notify certain licensees or applicants of their right to a hearing; requiring the department to issue an order confirming the end of a suspension within a specified timeframe after an applicant or licensee submits a copy of a specified document to the department; requiring that such document be sent through electronic or certified mail to a specified location; requiring that the

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suspension remain in effect upon a certain disposition of a criminal case or injunction; providing construction; providing legislative findings; revising the duties of the department after the date of receipt of a completed application for a license to carry a concealed weapon or concealed firearm; requiring that a license issued under this section be temporarily suspended or revoked if the license was issued in error or if the licensee commits certain actions; amending s. 812.0151, F.S.; revising the elements of third degree and second degree felony retail fuel theft; creating s. 812.136, F.S.; defining terms; providing elements for the crime of mail theft; providing elements of theft of or unauthorized reproduction of a mail depository key or lock; providing criminal penalties; amending s. 934.50, F.S.; deleting certain exceptions from the prohibited uses of drones; providing that a drone may be used for certain purposes by a local governmental entity or person under contract with or acting under the direction of such entity; creating s. 1013.373, F.S.; prohibiting a local government from adopting any measure to limit the activities of public educational facilities or auxiliary facilities constructed by certain organizations; requiring that lands used for agricultural education or for the Future Farmers of America or 4-H activities be considered agricultural lands; reenacting s. 295.07(5)(a), F.S., relating to preference in appointment and retention, to

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494 incorporate the amendment made to s. 110.205, F.S., in
495 a reference thereto; reenacting s. 189.062(1)(a),
496 F.S., relating to special procedures for inactive
497 districts and state aid to counties, to incorporate
498 the amendment made to s. 388.271, F.S., in references
499 thereto; reenacting ss. 482.072(3)(b) and 482.163,
500 F.S., relating to pest control customer contact
501 centers and responsibility for pest control activities
502 of employee, respectively, to incorporate the
503 amendment made to s. 482.161, F.S., in references
504 thereto; reenacting s. 487.156, F.S., relating to
505 governmental agencies, to incorporate the amendment
506 made to s. 487.044, F.S., in a reference thereto;
507 reenacting ss. 496.4055(2) and 496.406(2) and (4),
508 F.S., relating to charitable organization or sponsor
509 board duties and exemption from registration,
510 respectively, to incorporate the amendment made to s.
511 496.405, F.S., in references thereto; reenacting s.
512 500.80(1)(a), F.S., relating to cottage food
513 operations, to incorporate the amendment made to s.
514 500.12, F.S., in a reference thereto; reenacting s.
515 500.121(6), F.S., relating to disciplinary procedures,
516 to incorporate the amendment made to s. 500.172, F.S.,
517 in a reference thereto; reenacting s. 790.061, F.S.,
518 relating to judges and justices, to incorporate the
519 amendment made to s. 790.06, F.S., in a reference
520 thereto; providing effective dates.
521
522 Be It Enacted by the Legislature of the State of Florida:

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Section 1. Paragraph (m) of subsection (2) of section 110.205, Florida Statutes, is amended to read:

110.205 Career service; exemptions.—

(2) EXEMPT POSITIONS.—The exempt positions that are not covered by this part include the following:

(m) All assistant division director, deputy division director, and bureau chief positions in any department, and those positions determined by the department to have managerial responsibilities comparable to such positions, which include, but are not limited to:

1. Positions in The Department of Health and the Department of Children and Families which are assigned primary duties of serving as the superintendent or assistant superintendent of an institution.

2. Positions in The Department of Corrections which are assigned primary duties of serving as the warden, assistant warden, colonel, or major of an institution or that are assigned primary duties of serving as the circuit administrator or deputy circuit administrator.

3. Positions in The Department of Transportation which are assigned primary duties of serving as regional toll managers and managers of offices, as specified in s. 20.23(3)(b) and (4)(c).

4. Positions in The Department of Environmental Protection which are assigned the duty of an Environmental Administrator or program administrator.

5. Positions in The Department of Health which are assigned the duties of Environmental Administrator, Assistant County Health Department Director, and County Health Department

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Financial Administrator.

6. Positions in The Department of Highway Safety and Motor Vehicles which are assigned primary duties of serving as captains in the Florida Highway Patrol.

7. Positions in the Department of Agriculture and Consumer Services which are assigned primary duties of serving as captains or majors in the Office of Agricultural Law Enforcement.

Unless otherwise fixed by law, the department shall set the salary and benefits of the positions listed in this paragraph in accordance with the rules established for the Selected Exempt Service.

Section 2. Present paragraphs (a) through (d) of subsection (2) of section 163.3162, Florida Statutes, are redesignated as paragraphs (b) through (e), respectively, a new paragraph (a) and paragraphs (f) and (g) are added to that subsection, and subsections (5), (6), and (7) are added to that section, to read:

163.3162 Agricultural Lands and Practices.—

(2) DEFINITIONS.—As used in this section, the term:

(a) "Department" means the Department of Agriculture and Consumer Services.

(f) "Housing site" means the totality of development supporting authorized housing, including buildings, mobile homes, barracks, dormitories used as living quarters, parking areas, common areas such as athletic fields or playgrounds, storage structures, and other related structures.

(g) "Legally verified agricultural worker" means a person

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who:

1. Is lawfully present in the United States;

2. Meets the definition of eligible worker pursuant to 29 C.F.R. s. 502.10;

3. Has been verified through the process provided in s. 448.095(2) and is authorized to work at the time of employment;

4. Is seasonally or annually employed in bona fide agricultural production;

5. Remains lawfully present and authorized to work throughout the duration of that employment; and

6. Is not an unauthorized alien as defined in s. 448.095(1).

(5) HOUSING FOR LEGALLY VERIFIED AGRICULTURAL WORKERS.—

(a) A governmental entity may not adopt or enforce any legislation, regulation, or ordinance to inhibit the construction or installation of housing for legally verified agricultural workers on land classified as agricultural land pursuant to s. 193.461 which is operated as a bona fide farm except as provided in this subsection.

(b) Construction or installation of housing units for legally verified agricultural workers on parcels of land classified as agricultural land under s. 193.461 must satisfy all of the following criteria:

1. The dwelling units must meet federal, state, and local building standards, including standards of the Department of Health adopted pursuant to ss. 381.008-381.00897 and federal standards for H-2A visa housing. If a written notice of intent is required to be submitted to the Department of Health pursuant to s. 381.0083, the appropriate governmental entity with

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jurisdiction over the agricultural lands may also require submittal of a copy of the written notice.

2. The housing site must be maintained in a neat, orderly, and safe manner.

3. All structures containing dwelling units must be located a minimum of 10 feet apart.

4. The square footage of the housing site's climate-controlled facilities may not exceed 1.5 percent of the property's area or 35,000 square feet, whichever is less.

5. A housing site must provide front, side, and rear yard setbacks of at least 50 feet. However, an internal project driveway may be located in the required yard space if the yard is adjacent to a public roadway or to property that is under common ownership with the housing site.

6. A housing site may not be located less than 100 feet from a property line adjacent to property zoned for residential use. If the housing site is located less than 250 feet from any property line, screening must be provided between the housing site and any residentially developed adjacent parcels that are under different ownership. The screening may be designed in any of the following ways:

a. Evergreen plants that, at the time of planting, are at least 6 feet in height and provide an overall screening opacity of 75 percent;

b. A masonry wall at least 6 feet in height and finished on all sides with brick, stone, or painted or pigmented stucco;

c. A solid wood or PVC fence at least 6 feet in height with the finished side of the fence facing out;

d. A row of evergreen shade trees that, at the time of

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planting, are at least 10 feet in height, a minimum of 2-inch caliper, and spaced no more than 20 feet apart; or

e. A berm made with a combination of the materials listed in sub-subparagraphs a.-d., which is at least 6 feet in height and provides an overall screening opacity of 75 percent at the time of installation.

7. All access driveways that serve the housing site must be made of packed shell, gravel, or a similar material that will provide a relatively dust-free surface.

(c) Any local ordinance adopted pursuant to this subsection must comply with all state and federal regulations for migrant farmworker housing, as applicable, including rules adopted by the Department of Health pursuant to ss. 381.008–381.00897 and federal regulations under the Migrant and Seasonal Agricultural Worker Protection Act or the H-2A visa program. A governmental entity may adopt local government land use regulations that are less restrictive than this subsection, but which still meet regulations established by the Department of Health pursuant to ss. 381.008–381.00897 and federal regulations under the Migrant and Seasonal Agricultural Worker Protection Act or the H-2A visa program. An ordinance adopted pursuant to this paragraph may not conflict with the definition and requirements of a legally verified agricultural worker.

(d) Beginning July 1, 2025, a property owner must maintain records of all approved permits, including successor permits, for migrant labor camps or residential migrant housing as required under s. 381.0081. A property owner must maintain such records for at least 3 years and make the records available for inspection within 14 days after receipt of a request for records

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by a governmental entity.

(e) A housing site may not continue to be used and may be required to be removed under the following circumstances:

1. If, for any reason, a housing site is not being used for legally verified agricultural workers for longer than 365 days, any structure used as living quarters must be removed from the housing site within 180 days after receipt of written notification from the county unless the property owner can demonstrate that use of the site for housing legally verified agricultural workers will occur within 90 days after the written notification.

2. If the property on which the housing site is located ceases to be classified as agricultural land pursuant to s. 193.461.

3. If the permit authorized by the Department of Health for the housing site is revoked, all structures must be removed from the housing site within 180 days after receipt of written notification from the county unless the permit is reinstated by the Department of Health.

4. If a housing site is found to be occupied by any person who does not meet the definition of a legally verified agricultural worker, or is otherwise unlawfully present in the United States. A property owner who violates this subparagraph is subject to a Class I fine pursuant to s. 570.971, not to exceed $1,000, for the first violation, and a Class II fine, not to exceed $5,000, for any subsequent violations. The fines shall be collected by the clerk of the court of the county in which the violation occurred.

(f) Notwithstanding this subsection, the construction or

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installation of housing for legally verified agricultural workers in the Florida Keys Area of Critical State Concern and the City of Key West Area of Critical State Concern is subject to the permit allocation systems of the Florida Keys Area of Critical State Concern and the City of Key West Area of Critical State Concern, respectively.

(g) A housing site that was constructed and in use before July 1, 2024, may continue to be used, and the property owner may not be required by a governmental entity to make changes to meet the requirements of this subsection, unless the housing site will be enlarged, remodeled, renovated, or rehabilitated. The property owner of a housing site authorized under this paragraph must provide regular maintenance and repair, including compliance with health and safety regulations and maintenance standards, for such housing site to ensure the health, safety, and habitability of the housing site.

(6) DATA COLLECTION.—The department shall adopt rules providing for:

(a) A method for governmental entities to submit reports of property owners who have a housing site for legally verified agriculture workers on lands classified as agricultural land pursuant to s. 193.461, as provided in this section.

(b) A method for persons to submit complaints for review and investigation by the department.

Governmental entities shall provide this information quarterly to the department in a format and timeframe prescribed by rule.

(7) ENFORCEMENT.—

(a) In addition to the enforcement methods of employment

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verification outlined in s. 448.095, the department shall enforce the requirements of subsection (5). Enforcement includes completing routine inspections based on a random sample of data collected by government entities and submitted to the department, the investigation and review of complaints, and the enforcement of violations.

(b) The department shall submit the information collected to the State Board of Immigration Enforcement on a quarterly basis, except that the first quarter shall begin 60 days after the first quarterly data report under subsection (6) by a governmental entity is received and reviewed by the department.

Section 3. Subsection (3) of section 201.25, Florida Statutes, is amended to read:

201.25 Tax exemptions for certain loans.—There shall be exempt from all taxes imposed by this chapter:

(3) Any loan made by the Agriculture and Aquaculture Producers Emergency ~~Natural Disaster~~ Recovery Loan Program pursuant to s. 570.822.

Section 4. Subsection (19) is added to section 253.0341, Florida Statutes, to read:

253.0341 Surplus of state-owned lands.—

(19) Notwithstanding any other law or rule, the Department of Agriculture and Consumer Services may surplus lands acquired pursuant to s. 366.20 which are determined to be suitable for bona fide agricultural production, as defined in s. 193.461. The Department of Agriculture and Consumer Services shall consult with the Department of Environmental Protection in the process of making such determination. In the event that lands acquired pursuant to s. 366.20, which are determined to be suitable for

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bona fide agricultural production are surplused, the Department of Agriculture and Consumer Services must retain a rural-lands-protection easements pursuant to s. 570.71(3), and all proceeds must be deposited into the Incidental Trust Fund within the Department of Agriculture and Consumer Services for less than fee simple land acquisition pursuant to ss. 570.71 and 570.715. By January 1, 2026, and each January 1 thereafter, the Department of Agriculture and Consumer Services shall provide a report of lands surplused pursuant to this subsection to the board.

(a) Any lands designated as a state forest, state park, or wildlife management area are ineligible to be surplused pursuant to this subsection.

(b) This subsection is retroactive to January 1, 2009.

Section 5. Present paragraphs (a) through (d) and (e) of subsection (2) of section 330.41, Florida Statutes, are redesignated as paragraphs (b) through (e) and (j), respectively, and subsection (6) of that section is redesignated as subsection (8), a new paragraph (a) and paragraphs (f), (g), (h), and (i) are added to subsection (2) of that section and a new subsection (6) and subsection (7) are added to that section, and paragraph (d) of subsection (4) of that section is amended, to read:

330.41 Unmanned Aircraft Systems Act.—

(2) DEFINITIONS.—As used in this act, the term:

(a) "Commercial property" means real property other than residential property. The term includes, but is not limited to, a property zoned multifamily residential which is comprised of five or more dwelling units, and real property used for

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commercial, industrial, or agricultural purposes.

(f) "Private property" means any residential or commercial property.

(g) "Property owner" means the owner or owners of record of real property. The term includes real property held in trust for the benefit of one or more individuals, in which case the individual or individuals may be considered as the property owner or owners, provided that the trustee provides written consent. The term does not include persons renting, using, living, or otherwise occupying real property.

(h) "Residential property" means real property zoned as residential or multifamily residential and composed of four or fewer dwelling units.

(i) "Sport shooting and training range" has the same meaning as in s. 790.333(3)(h).

(4) PROTECTION OF CRITICAL INFRASTRUCTURE FACILITIES.—

(d) This subsection and paragraph (2)(b) ~~paragraph (2)(a)~~ shall sunset 60 days after the date that a process pursuant to s. 2209 of the FAA Extension, Safety and Security Act of 2016 becomes effective.

(6) PROTECTION OF AGRICULTURAL LANDS.—

(a) A person may not knowingly or willfully do any of the following on lands classified as agricultural lands pursuant to s. 193.461:

1. Operate a drone.

2. Allow a drone to make contact with any person or object on the premises of or within the boundaries of such lands.

3. Allow a drone to come within a distance close enough to such lands to interfere with or cause a disturbance to

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agricultural production.

(b) A person who violates paragraph (a) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. A person who commits a second or subsequent violation commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) This subsection does not apply to actions identified in paragraph (a) which are committed by:

1. The owner of the agricultural lands.

2. A person acting under the prior written consent of the owner of the agricultural lands.

3. A person or entity acting in compliance with the provisions of s. 934.50.

(7) PROTECTION OF PRIVATE PROPERTY AND STATE HUNTING LANDS.—

(a) A person may not knowingly or willfully allow a drone to make contact with private property, state wildlife management lands, or a sport shooting and training range or any person or object on the premises of or within such property with the intent to harass.

(b) A person who violates paragraph (a) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. A person who commits a second or subsequent violation commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) A person who violates paragraph (a) and records video of the private property, state wildlife management lands, or sport shooting and training range, including any person or object on the premises of or within the private property, state

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wildlife management lands, or sport shooting and training range, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. A person who commits a second or subsequent violation commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(d) This subsection does not apply to actions identified in paragraph (a) which are committed by:

1. The property owner of the private property or sport shooting and training range, or a person acting under the prior written consent of the property owner.

2. A person or entity acting in compliance with the provisions of s. 934.50.

Section 6. Effective July 31, 2026, section 366.20, Florida Statutes, is created to read:

366.20 Sale and management of lands owned by electric utilities.—

(1) Lands acquired by an electric utility, as defined in s. 366.02(4), on or after January 1, 2009, which have been classified as agricultural lands pursuant to s. 193.461 at any time in the 5 years preceding the acquisition of the land by the electric utility must be offered for fee simple acquisition by the Department of Agriculture and Consumer Services through the process outlined in subsection (3) before offering for sale or transferring the land to a private individual or entity.

(2) Lands owned by an electric utility, as defined in s. 366.02(4), on or after January 1, 2009, which were classified as agricultural lands pursuant to s. 193.461 at any time in the 5 years preceding the date of acquisition of the land by the

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electric utility must be offered for fee simple acquisition by the department through the process outlined in subsection (3) before offering for sale or transferring the land to a private individual or entity.

(3)(a) Within 30 days before offering for sale or transferring lands identified pursuant to subsection (1) or subsection (2) to a private individual or entity, an electric utility must issue a written intent to sell sent through certified mail to the Commissioner of Agriculture.

(b) Within 30 days after the date of receipt by certified mail of the written intent by an electric utility to sell or transfer such land, the commissioner may issue a written intent to purchase via certified mail to the electric utility that issued the intent to sell. If the commissioner declines, or does not issue an intent to purchase within the 30 day timeframe, the electric utility is released from the requirements of this section.

(4) Offers accepted by the department pursuant to paragraph (3)(b) which are received no later than 6 months before the start of the regular legislative session must be executed no later than July 31 following that regular legislative session.

(5) The department shall adopt rules to implement this section.

Section 7. Present subsections (3) and (4) of section 366.94, Florida Statutes, are redesignated as subsections (4) and (5), respectively, a new subsection (3) is added to that section, and subsection (2) of that section is amended, to read:

366.94 Electric vehicle charging.—

(2)(a) As used in this section, the term "electric vehicle

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charging station" means the area in the immediate vicinity of electric vehicle supply equipment and includes the electric vehicle supply equipment, supporting equipment, and associated parking spaces. The regulation of electric vehicle charging stations is preempted to the state.

(b) ~~(a)~~ A local governmental entity may not enact or enforce an ordinance or regulation related to electric vehicle charging stations.

(3)(a) ~~(b)~~ The Department of Agriculture and Consumer Services shall adopt rules to implement this subsection and to provide requirements for electric vehicle charging stations to allow for consistency for consumers and the industry.

(b) The department may adopt rules to protect the public health, safety, and welfare and establish standards for the placement, design, installation, maintenance, and operation of electric vehicle charging stations.

(c) Local governmental entities shall issue permits for electric vehicle charging stations based solely upon standards established by department rule and other applicable provisions of state law. The department shall prescribe by rule the time period for approving or denying permit applications.

(d) Before a charger at an electric vehicle charging station is placed into service for use by the public, the charger must be registered with the department on a form prescribed by department rule.

(e) The department shall have the authority to inspect electric vehicle charging stations, conduct investigations, and enforce this subsection and any rules adopted thereto. The department may impose one or more of the following penalties

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against a person who violates this subsection or any rule adopted under this subsection:

1. Issuance of a warning letter.

2. Imposition of an administrative fine in the Class II category pursuant to s. 570.971 for each violation.

(f) If the department determines that an electric vehicle charging station or any associated equipment presents a threat to the public health, safety, or welfare, the department may issue an immediate final order prohibiting the use of the electric vehicle charging station or any portion thereof.

(g) In addition to the remedies provided in this subsection, and notwithstanding the existence of any adequate remedy at law, the department may bring an action to enjoin a violation of this subsection or rules adopted under this subsection in the circuit court of the county in which the violation occurs or is about to occur. Upon demonstration of competent and substantial evidence by the department to the court of the violation or threatened violation, the court shall immediately issue the temporary or permanent injunction sought by the department. The injunction must be issued without bond.

Section 8. Present subsections (10) and (11) of section 388.011, Florida Statutes, are redesignated as subsections (11) and (12), respectively, a new subsection (10) is added to that section, and subsections (2) and (5) of that section are amended, to read:

388.011 Definitions.—As used in this chapter:

(2) "Board of commissioners" means the governing body of any mosquito control program ~~district~~, and may include boards of county commissioners, city councils, municipalities, or other

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similar governing bodies when context so indicates.

(5) "District" means any mosquito control special district established in this state by law for the express purpose of controlling arthropods within boundaries of such ~~said~~ districts.

(10) "Program" means any governmental jurisdiction that conducts mosquito control, whether it be a special district, county, or municipality.

Section 9. Section 388.021, Florida Statutes, is amended to read:

388.021 Creation of mosquito control special districts.—

(1) The abatement or suppression of arthropods, whether disease-bearing or merely pestiferous, within any or all counties of this state is advisable and necessary for the maintenance and betterment of the comfort, health, and welfare of the people thereof and is found and declared to be for public purposes. Areas where arthropods incubate, hatch, or occur in significant numbers so as to constitute a public health, welfare, or nuisance problem may be controlled or abated as provided in this chapter or the rules promulgated hereunder. Therefore, any municipality ~~city~~, town, or county, or any portion or portions thereof, whether such portion or portions include incorporated territory or portions of two or more counties in the state, may be created into a special taxing district for the control of arthropods under the provisions of this chapter.

(2) It is the legislative intent that ~~those~~ mosquito control districts established prior to July 1, 1980, pursuant to the petition process contained in former s. 388.031, may continue to operate as outlined in this chapter. However, on and

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after that date, no mosquito control districts may be created except pursuant to s. 125.01.

Section 10. Section 388.181, Florida Statutes, is amended to read:

388.181 Power to do all things necessary.—The respective programs ~~districts~~ of the state are hereby fully authorized to do and perform all things necessary to carry out the intent and purposes of this law.

Section 11. Subsections (1), (2), (4), and (5) of section 388.201, Florida Statutes, are amended to read:

388.201 Program ~~District~~ budgets; hearing.—

(1) The fiscal year of programs ~~districts~~ operating under ~~the provisions of~~ this chapter shall be the 12-month period extending from October 1 of one year through September 30 of the following year. The governing board of the programs ~~district~~ shall before July 15 of each year complete the preparation of a tentative detailed work plan budget covering its proposed operations and requirements for arthropod control measures during the ensuing fiscal year and, for the purpose of determining eligibility for state aid, shall submit copies as may be required to the department for review and approval. The tentative detailed work plan budget must ~~shall~~ set forth, classified by account number, title and program items, and by fund from which to be paid, the proposed expenditures of the program ~~district~~ for construction, for acquisition of land, and other purposes, for the operation and maintenance of the program's ~~district's~~ works, the conduct of the program ~~district~~ generally, to which may be added an amount to be held as a reserve.

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(2) The tentative detailed work plan budget must ~~shall~~ also show the estimated amount which will appear at the beginning of the fiscal year as obligated upon commitments made but uncompleted, ~~. There shall be shown~~ the estimated unobligated or net balance which will be on hand at the beginning of the fiscal year, and the estimated amount to be raised by county, municipality, or district taxes and from any and all other sources for meeting the program's ~~the district's~~ requirements.

(4) The governing board shall:

(a) ~~Shall~~ Consider objections filed against adoption of the tentative detailed work plan budget and in its discretion may amend, modify, or change such budget; and

(b) ~~Shall~~ By September 30, adopt and execute on a form furnished by the department a certified budget for the programs ~~district~~ which shall be the operating and fiscal guide for the program ~~district~~. Certified copies of this budget must ~~shall~~ be submitted by September 30 to the department for approval.

(5) County commissioners' mosquito and arthropod control budgets or the budgets of a similar governing body of a county, city, or town must ~~shall~~ be made and adopted as prescribed by subsections (1) and (2); summary figures must ~~shall~~ be incorporated into the county budgets as prescribed by the Department of Financial Services.

Section 12. Section 388.241, Florida Statutes, is amended to read:

388.241 Board of county commissioners vested with powers and duties of board of commissioners in certain counties.—In those counties or municipalities where there has been no formation of a separate or special board of commissioners, all

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the rights, powers, and duties of a board of commissioners as conferred in this chapter shall be vested in the board of county commissioners or similar governing body of said county or municipality.

Section 13. Section 388.261, Florida Statutes, is amended to read:

388.261 State aid to counties, municipalities, and districts for arthropod control; distribution priorities and limitations.—

(1) A county, municipality, or district may, without contributing matching funds, receive state funds, supplies, services, or equipment in an amount of no more than $75,000 ~~$50,000~~ per year for up to 3 years for any new program for the control of mosquitoes and other arthropods which serves an area not previously served by the county, municipality, or district. These funds may be expended for any and all types of control measures approved by the department.

(2) Every county, municipality, or district budgeting local funds to be used exclusively for the control of mosquitoes and other arthropods, under a plan submitted by the county, municipality, or district and approved by the department, is eligible to receive state funds and supplies, services, and equipment on a dollar-for-dollar matching basis to the amount of local funds budgeted. If state funds appropriated by the Legislature are insufficient to grant each county, municipality, or district state funds on a dollar-for-dollar matching basis to the amount budgeted in local funds, the department must ~~shall~~ distribute the funds as prescribed by rule. Such rules must ~~shall~~ provide for up to 80 percent of the funds to be

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distributed to programs with local funds for mosquito control budgets of less than $1 million, if the county, municipality, or district meets the eligibility requirements. The funds must ~~shall~~ be distributed as equally as possible within the category of counties pursuant to this section. The remaining funds must ~~shall~~ be distributed as prescribed by rule among the remaining counties to support mosquito control and to support research, education, and outreach.

(3) Every county shall be limited to receive a total of $120,000 of state funds, exclusive of state funds brought forward, during any one year.

(4) Up to 20 percent of the annual funds appropriated to local governments for arthropod control may be used for arthropod control research or demonstration projects as approved by the department.

(5) If more than one program ~~local mosquito control agency~~ exists in a county or municipality, the funds must ~~shall~~ be prorated between the programs ~~agencies~~ based on the population served by each program ~~agency~~.

(6) The Commissioner of Agriculture may exempt counties, municipalities, or districts from the requirements in subsection (1), subsection (2), or subsection (3) when the department determines state funds, supplies, services, or equipment are necessary for the immediate control of mosquitoes and other arthropods that pose a threat to human or animal health.

(7) The department may use state funds appropriated for a county, municipality, or district under subsection (1) or subsection (2) to provide state mosquito or other arthropod control equipment, supplies, or services when requested by a

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county, municipality, or district eligible to receive state funds under s. 388.271.

(8) The department is authorized to use up to 5 percent of the funds appropriated annually by the Legislature under this section to provide technical assistance to the counties, municipalities, or districts, or to purchase equipment, supplies, or services necessary to administer the provisions of this chapter.

Section 14. Subsections (1) and (2) of section 388.271, Florida Statutes, are amended to read:

388.271 Prerequisites to participation.—

(1) When state funds are involved, it is the duty of the department to guide, review, approve, and coordinate the activities of all county and municipal governments and special districts receiving state funds in furtherance of the goal of integrated arthropod control. Each program ~~county~~ eligible to participate may, and each district must, begin participation on October 1 of any year by filing with the department not later than July 15 a tentative integrated arthropod management plan ~~work plan~~ and tentative detailed ~~work plan~~ budget providing for the control of arthropods. Following approval of the plan and budget by the department, a copy ~~two copies~~ of the program's ~~county's or district's~~ certified budget based on the approved integrated arthropod management ~~work~~ plan and detailed ~~work plan~~ budget must ~~shall~~ be submitted to the department by September 30 ~~following~~. State funds, supplies, and services must ~~shall~~ be made available to such program ~~county or district~~ by and through the department ~~immediately~~ upon release of funds by the Executive Office of the Governor.

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(2) All purchases of supplies, materials, and equipment by programs must ~~counties or districts shall~~ be made in accordance with the laws governing purchases by boards of county commissioners or similar governing bodies, except that programs ~~districts~~ with special laws relative to competitive bidding shall make purchases in accordance therewith.

Section 15. Subsections (1) and (3) of section 388.281, Florida Statutes, are amended to read:

388.281 Use of state matching funds.—

(1) All funds, supplies, and services released to programs ~~counties and districts~~ hereunder must ~~shall~~ be used in accordance with the integrated arthropod management ~~detailed work~~ plan and certified budget approved by both the department and the board of commissioners or an appropriate representative ~~county or district~~. The integrated arthropod management plan and budget may be amended at any time upon prior approval of the department.

(3) In any program ~~county or district~~ where the arthropod problem has been eliminated, or reduced to such an extent that it does not constitute a health, comfort, or economic problem as determined by the department, the maximum amount of state funds available under this chapter shall be reduced to the amount necessary to meet actual need.

Section 16. Subsections (1) and (2) of section 388.291, Florida Statutes, are amended to read:

388.291 Source reduction measures; supervision by department.—

(1) Any program ~~county or district~~ may perform source reduction measures in conformity with good engineering practices

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in any area, provided that the department cooperating with the county, municipality, or district has approved the operating or construction plan as outlined in the integrated arthropod management plan and that it has been determined by criteria contained in rule that the area or areas to be controlled would produce arthropods in significant numbers to constitute a health or nuisance problem.

(2) The program ~~county or district~~ shall manage the detailed business affairs and supervise the ~~said~~ work, and the department shall advise the programs ~~districts~~ as to the best and most effective measures to be used in bringing about better temporary control and the permanent elimination of breeding conditions. The department may at its discretion discontinue any state aid provided hereunder in the event it finds the jointly agreed upon program is not being followed or is not efficiently and effectively administered.

Section 17. Section 388.301, Florida Statutes, is amended to read:

388.301 Payment of state funds; supplies and services.—State funds shall be payable ~~quarterly~~, in accordance with the rules of the department, upon requisition by the department to the Chief Financial Officer. The department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more programs ~~counties or districts~~.

Section 18. Section 388.311, Florida Statutes, is amended to read:

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388.311 Carry over of state funds and local funds.—State and local funds budgeted for the control of mosquitoes and other arthropods shall be carried over at the end of the program's ~~county or district's~~ fiscal year, and rebudgeted for such control measures the following fiscal year.

Section 19. Section 388.321, Florida Statutes, is amended to read:

388.321 Equipment to become property of a program ~~the county or district~~.—All equipment purchased under this chapter with state funds made available directly to a program ~~the county or district~~ shall become the property of the program ~~county or district~~ unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the program ~~county or district~~.

Section 20. Section 388.322, Florida Statutes, is amended to read:

388.322 Record and inventory of certain property.—A record and inventory of certain property purchased with state funds for arthropod control use owned by the program must ~~district shall~~ be maintained in accordance with s. 274.02.

Section 21. Section 388.323, Florida Statutes, is amended to read:

388.323 Disposal of surplus property.—Surplus property shall be disposed of according to the provisions set forth in s. 274.05 with the following exceptions:

(1) Serviceable equipment purchased using state funds for arthropod control use no longer needed by a program must ~~county or district shall~~ first be offered to any ~~or all~~ other programs ~~counties or districts~~ engaged in arthropod control at a price

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established by the board of commissioners owning the equipment.

(2) The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, must ~~shall~~ be followed if it is determined that no other program ~~county or district~~ engaged in arthropod control has need for the equipment.

(3) All proceeds from the sale of any real or tangible personal property owned by the program and purchased using state funds ~~county or district~~ shall be deposited in the program's ~~county's or district's~~ state fund account unless otherwise specifically designated by the department.

Section 22. Section 388.341, Florida Statutes, is amended to read:

388.341 Reports of expenditures and accomplishments.—Each program receiving state aid ~~county and district participating~~ under ~~the provisions of~~ this chapter shall within 30 days after the end of each month submit to the department a monthly report for the preceding month of expenditures from all funds for arthropod control, and each program participating under this chapter shall provide such reports of activities and accomplishments as may be required by the department.

Section 23. Section 388.351, Florida Statutes, is amended to read:

388.351 Transfer of equipment, personnel, and supplies during an emergency.—The department, upon notifying a program ~~county or district~~ and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one program ~~district~~ to another in the event of an emergency brought about by an arthropod-borne epidemic or other disaster requiring emergency control.

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Section 24. Subsection (7) of section 388.361, Florida Statutes, is amended to read:

388.361 Department authority and rules; administration.—

(7) The department shall have the authority to collect, detect, suppress, and control mosquitoes and other arthropods that are determined by the State Health Officer to pose a threat to public health, or determined by the Commissioner of Agriculture to pose a threat to animal health, wherever they may occur on public or private land in this state, and to do all things necessary in the exercise of such authority. Prior to the start of treatments for the control of mosquitoes or other arthropods, the department shall consult with the mosquito control programs ~~districts~~ in the proposed treatment areas, the Department of Health, the Department of Environmental Protection, and the Fish and Wildlife Conservation Commission regarding the proposed locations, dates, and methods to be used.

Section 25. Subsections (2) and (3) of section 388.3711, Florida Statutes, are amended to read:

388.3711 Enforcement.—

(2) The department may issue a written warning, impose a fine; deny, suspend, or revoke any license or certification~~,~~ or the disbursal of state aid; or deny participation, in accordance with the provisions of chapter 120, upon any one or more of the following grounds as may be applicable:

(a) Violation of any rule of the department or provision of this chapter.

(b) Violation of FIFRA or any relevant EPA rule or regulation pertaining to the use of arthropod control pesticides by the licensee.

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(c) Failure to give the department, or any authorized representative thereof, true information upon request regarding methods and materials used, work performed, or other information essential to the administration of this chapter.

(3) The department may, if it finds a violation is of such nature or circumstances that imposition of a fine, or denial, revocation, or suspension of a certification or license or disbursal of state aid would be detrimental to the public or be unnecessarily harsh under the circumstances, in its discretion, place the offending party on probation for a period of not more than 2 years. If the department determines that the terms of such probation have been violated, it may reinstitute license or certification or state aid denial, suspension, or revocation proceedings.

Section 26. Section 388.381, Florida Statutes, is amended to read:

388.381 Cooperation by programs ~~counties and district~~.—Any program conducting ~~county or district carrying on an~~ arthropod control ~~program~~ may cooperate with another county, district, or municipality in carrying out work ~~a program~~ for the control of mosquitoes and other arthropods, by agreement as to the program and reimbursement thereof, when approved by the department.

Section 27. Section 388.391, Florida Statutes, is amended to read:

388.391 Control measures in municipalities and portions of counties located outside boundaries of programs ~~districts~~.—Any program ~~district~~ whose operation is limited to a portion of the county in which it is located may perform any control measures authorized by this chapter in any municipality located in the

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same county or in any portions of the same county, where there is no established program ~~district~~, when requested to do so by the municipality or county, pursuant to s. 388.381.

Section 28. Section 388.401, Florida Statutes, is amended to read:

388.401 Penalty for damage to property or operations.—Whoever ~~shall~~ willfully damages ~~damage~~ any of the property of any program ~~county or district~~ created under this or other chapters, or any works constructed, maintained, or controlled by such program ~~county or district~~, or who obstructs ~~shall obstruct~~ or causes ~~cause~~ to be obstructed any of the operations of such program ~~county or district~~, or who ~~shall~~ knowingly or willfully violates ~~violate~~ any provisions of this chapter or any rule or regulation promulgated by any board of commissioners of any program, commits ~~county or district shall be guilty of~~ a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Section 29. Paragraph (a) of subsection (2) of section 388.46, Florida Statutes, is amended to read:

388.46 Florida Coordinating Council on Mosquito Control; establishment; membership; organization; responsibilities.—

(2) MEMBERSHIP, ORGANIZATION, AND RESPONSIBILITIES.—

(a) *Membership.*—The Florida Coordinating Council on Mosquito Control shall be composed ~~comprised~~ of the following representatives or their authorized designees:

1. The Secretary of Environmental Protection.

2. The State Surgeon General.

3. The executive director of the Fish and Wildlife Conservation Commission.

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4. The state epidemiologist.

5. The Commissioner of Agriculture.

6. The Board of Trustees of the Internal Improvement Trust Fund.

7. Representatives from:

a. The University of Florida, Institute of Food and Agricultural Sciences, Florida Medical Entomological Research Laboratory.

b. The United States Environmental Protection Agency.

c. The United States Department of Agriculture, Center of Medical, Agricultural, and Veterinary Entomology ~~Insects Affecting Man Laboratory~~.

d. The United States Fish and Wildlife Service.

8. Four ~~Two~~ mosquito control directors to be nominated by the Florida Mosquito Control Association, two representatives of Florida environmental groups, and two private citizens who are property owners whose lands are regularly subject to mosquito control operations, to be appointed to 4-year terms by the Commissioner of Agriculture and serve until his or her successor is appointed.

Section 30. Paragraph (d) of subsection (7) of section 403.067, Florida Statutes, is amended to read:

403.067 Establishment and implementation of total maximum daily loads.—

(7) DEVELOPMENT OF BASIN MANAGEMENT PLANS AND IMPLEMENTATION OF TOTAL MAXIMUM DAILY LOADS.—

(d) *Enforcement and verification of basin management action plans and management strategies.*—

1. Basin management action plans are enforceable pursuant

to this section and ss. 403.121, 403.141, and 403.161. Management strategies, including best management practices and water quality monitoring, are enforceable under this chapter.

2. No later than January 1, 2017:

a. The department, in consultation with the water management districts and the Department of Agriculture and Consumer Services, shall initiate rulemaking to adopt procedures to verify implementation of water quality monitoring required in lieu of implementation of best management practices or other measures pursuant to sub-subparagraph (b)2.g.;

b. The department, in consultation with the water management districts and the Department of Agriculture and Consumer Services, shall initiate rulemaking to adopt procedures to verify implementation of nonagricultural interim measures, best management practices, or other measures adopted by rule pursuant to subparagraph (c)1.; and

c. The Department of Agriculture and Consumer Services, in consultation with the water management districts and the department, shall initiate rulemaking to adopt procedures to verify implementation of agricultural interim measures, best management practices, or other measures adopted by rule pursuant to subparagraph (c)2.

The rules required under this subparagraph shall include enforcement procedures applicable to the landowner, discharger, or other responsible person required to implement applicable management strategies, including best management practices or water quality monitoring as a result of noncompliance.

3. At least every 2 years, the Department of Agriculture

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and Consumer Services shall perform onsite inspections of each agricultural producer that enrolls in a best management practice, except those enrolled by rule in subparagraph 4., to ensure that such practice is being properly implemented. Such verification must include a collection and review of the best management practice documentation from the previous 2 years required by rules adopted pursuant to subparagraph (c)2., including, but not limited to, nitrogen and phosphorus ~~fertilizer~~ application records, which must be collected and retained pursuant to subparagraphs (c)3., 4., and 6. The Department of Agriculture and Consumer Services shall initially prioritize the inspection of agricultural producers located in the basin management action plans for Lake Okeechobee, the Indian River Lagoon, the Caloosahatchee River and Estuary, and Silver Springs.

4. The Department of Agriculture and Consumer Services is authorized to adopt rules establishing an enrollment in best management practices by rule process that agricultural pollutant sources and agricultural producers may use in lieu of the best management practices adopted in paragraph (c) and identify best management practices for landowners of parcels which meet the following requirements:

a. A parcel not more than 25 acres in size;

b. A parcel designated as agricultural land use by the county in which it is located or the parcel is granted agricultural tax classification by the county property appraiser of the county in which it is located;

c. A parcel with water use not exceeding 100,000 gallons per day on average unless the entire use is met using recycled

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water from wet detention treatment ponds or reuse water;

d. A parcel where the agricultural activity on the parcel is not a vegetable crop, an agronomic crop, a nursery, or a dairy operation;

e. A parcel not abutting an impaired water body identified in subsection (4); and

f. A parcel not part of a larger operation that is enrolled in the Department of Agriculture and Consumer Services best management practices or conducting water quality monitoring prescribed by the department or a water management district.

Such requirements must specify design or performance criteria that, if applied, would result in compliance with appropriate water quality standards. The Department of Agriculture and Consumer Services is authorized to adopt additional eligibility criteria for landowners or producers to use enrollment by rule and to revoke enrollment by rule.

5. The Department of Agriculture and Consumer Services shall annually perform onsite inspections of 20 percent for all enrollments that meet the qualifications pursuant to subparagraph 4. by rule within basin management action plan areas, to ensure that practices are being properly implemented. Such inspections must include a collection and review of the identified best management practice documentation from the previous 2 years required by rules adopted pursuant to subparagraph (c)2. All agricultural producers enrolled by rule in a best management practice must annually submit nutrient records, including nitrogen and phosphorus application records for the previous calendar year, to the Department of Agriculture

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and Consumer Services as required by rules adopted pursuant to subparagraph (c)2. The Department of Agriculture and Consumer Services shall collect and retain these nutrient records pursuant to subparagraphs (c)3., 4., and 6.

Section 31. Subsection (19) is added to section 403.852, Florida Statutes, to read:

403.852 Definitions; ss. 403.850-403.864.—As used in ss. 403.850-403.864:

(19) "Water quality additive" means any chemical, additive, or substance that is used in a public water system for the purpose of:

(a) Meeting or surpassing primary or secondary drinking water standards;

(b) Preventing, reducing, or removing contaminants; or

(c) Improving water quality.

Section 32. Subsection (8) is added to section 403.859, Florida Statutes, to read:

403.859 Prohibited acts.—The following acts and the causing thereof are prohibited and are violations of this act:

(8) The use of any additive in a public water system which does not meet the definition of a water quality additive as defined in s. 403.852(19).

Section 33. Subsection (10) of section 482.111, Florida Statutes, is amended to read:

482.111 Pest control operator's certificate.—

(10) In order to renew a certificate, the certificateholder must complete 2 hours of approved continuing education on legislation, safety, pesticide labeling, and integrated pest management and 2 hours of approved continuing education in each

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category of her or his certificate or must pass an examination <u>that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee</u> ~~given by the department~~. The department may not renew a certificate if the continuing education or examination requirement is not met.

(a) Courses or programs, to be considered for credit, must include one or more of the following topics:

1. The law and rules of this state pertaining to pest control.

2. Precautions necessary to safeguard life, health, and property in the conducting of pest control and the application of pesticides.

3. Pests, their habits, recognition of the damage they cause, and identification of them by accepted common name.

4. Current accepted industry practices in the conducting of fumigation, termites and other wood-destroying organisms pest control, lawn and ornamental pest control, and household pest control.

5. How to read labels, a review of current state and federal laws on labeling, and a review of changes in or additions to labels used in pest control.

6. Integrated pest management.

(b) The certificateholder must submit with her or his application for renewal a statement certifying that she or he has completed the required number of hours of continuing education. The statement must be on a form prescribed by the department and must identify at least the date, location, provider, and subject of the training and must provide such

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other information as required by the department.

(c) The department shall charge the same fee for examination as provided in s. 482.141(2).

Section 34. Subsection (1) of section 482.141, Florida Statutes, is amended to read:

482.141 Examinations.—

(1) Each individual seeking certification must satisfactorily pass an examination which must be written but ~~which~~ may include practical demonstration. The department shall provide in-person and remote testing through a third-party vendor. A third-party vendor may collect and retain a convenience fee ~~hold at least two examinations each year~~. An applicant may seek certification in one or more categories.

Section 35. Paragraph (b) of subsection (1) of section 482.155, Florida Statutes, is amended to read:

482.155 Limited certification for governmental pesticide applicators or private applicators.—

(1)

(b) A person seeking limited certification under this subsection must pass an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee ~~given or approved by the department~~. Each application for examination must be accompanied by an examination fee set by the department, in an amount of not more than $150 or less than $50; and a recertification fee of $25 every 4 years. Until rules setting these fees are adopted by the department, the examination fee is $50. Application for recertification must be accompanied by proof of having completed 4 classroom hours of

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acceptable continuing education. The limited certificate expires 4 years after the date of issuance. If the certificateholder fails to renew his or her certificate and provide proof of completion of the required continuing education units within 60 days after the expiration date, the certificateholder may be recertified only after reexamination. The department shall make available ~~provide~~ the appropriate reference material ~~and make the examination readily accessible and available to all applicants at least quarterly or as necessary in each county~~.

Section 36. Subsection (2) of section 482.156, Florida Statutes, is amended to read:

482.156 Limited certification for commercial landscape maintenance personnel.—

(2)(a) A person seeking limited certification under this section must pass an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee ~~given by the department~~. Each application for examination must be accompanied by an examination fee set by rule of the department, in an amount of not more than $150 or less than $50. Before the department issues a limited certification under this section, each person applying for the certification must furnish proof of having a certificate of insurance which states that the employer meets the requirements for minimum financial responsibility for bodily injury and property damage required by s. 482.071(4).

(b) The department shall make available ~~provide~~ the appropriate reference materials for the examination and provide in-person and remote testing through a third-party vendor. A

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third-party vendor may collect and retain a convenience fee ~~make the examination readily accessible and available to applicants at least quarterly or as necessary in each county~~.

Section 37. Subsection (2) of section 482.157, Florida Statutes, is amended to read:

482.157 Limited certification for commercial wildlife management personnel.—

(2) The department shall issue a limited certificate to an applicant who:

(a) Submits an application and examination fee of at least $150, but not more than $300, as prescribed by the department by rule;

(b) Passes an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee ~~administered by the department~~. The department shall make available ~~provide~~ the appropriate study materials for the examination ~~and make the examination readily available to applicants in each county as necessary, but not less frequently than quarterly~~; and

(c) Provides proof, including a certificate of insurance, that the applicant has met the minimum bodily injury and property damage insurance requirements in s. 482.071(4).

Section 38. Paragraph (m) is added to subsection (1) of section 482.161, Florida Statutes, to read:

482.161 Disciplinary grounds and actions; reinstatement.—

(1) The department may issue a written warning to or impose a fine against, or deny the application for licensure or licensure renewal of, a licensee, certified operator, limited

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certificateholder, identification cardholder, or special identification cardholder or any other person, or may suspend, revoke, or deny the issuance or renewal of any license, certificate, limited certificate, identification card, or special identification card that is within the scope of this chapter, in accordance with chapter 120, upon any of the following grounds:

(m) Issuance of a final order imposing civil penalties under subsection 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) or a criminal conviction under subsection 14(b) of FIFRA.

Section 39. Subsection (2) of section 487.044, Florida Statutes, is amended to read:

487.044 Certification; examination.—

(2) The department shall require each applicant for a certified applicator's license to demonstrate competence by a written or oral examination in which the applicant must demonstrate adequate knowledge concerning the proper use and application of restricted-use pesticides in each classification for which application for license is made. The department shall provide in-person and remote testing through a third-party vendor. A third-party vendor may collect and retain a convenience fee. The examination may be prepared, administered, and evaluated by the department. Each applicant for a certified applicator's license must ~~shall~~ demonstrate minimum competence as to:

(a) The proper use of the equipment.

(b) The environmental hazards that may be involved in applying restricted-use pesticides.

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(c) Calculating the concentration of restricted-use pesticides to be used in particular circumstances.

(d) Identification of common pests to be controlled and the damages caused by such pests.

(e) Protective clothing and respiratory equipment required during the handling and application of restricted-use pesticides.

(f) General precautions to be followed in the disposal of containers, as well as the cleaning and decontamination of the equipment which the applicant proposes to use.

(g) Applicable state and federal pesticide laws, rules, and regulations.

(h) General safety precautions.

Section 40. Subsection (6) is added to section 487.175, Florida Statutes, to read:

487.175 Penalties; administrative fine; injunction.—

(6) Licensure may be suspended, revoked, or denied by the department, upon the issuance of a final order to a licensee imposing civil penalties under subsection 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) or a criminal conviction under subsection 14(b) of FIFRA.

Section 41. Present subsections (13) through (28) of section 496.404, Florida Statutes, are redesignated as subsections (15) through (30), respectively, and new subsections (13) and (14) are added to that section, to read:

496.404 Definitions.—As used in ss. 496.401-496.424, the term:

(13) "Foreign country of concern" has the same meaning as in s. 286.101(1)(b).

(14) "Foreign source of concern" means any of the following:

(a) The government or any official of the government of a foreign country of concern;

(b) A political party or member of a political party or any subdivision of a political party in a foreign country of concern;

(c) A partnership, an association, a corporation, an organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity;

(d) Any person who is domiciled in a foreign country of concern and is not a citizen or lawful permanent citizen of the United States;

(e) An agent, including a subsidiary or an affiliate of a foreign legal entity, acting on behalf of a foreign source of concern; or

(f) An entity in which a person, entity, or collection of persons or entities described in paragraphs (a)-(e) has a controlling interest. As used in this paragraph, the term "controlling interest" means the possession of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of securities, by contract, or otherwise. A person or an entity that directly or indirectly has the right to vote 25 percent or more of the voting interest of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

Section 42. Present paragraphs (d) through (g) of subsection (2) of section 496.405, Florida Statutes, are

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redesignated as paragraphs (f) through (i), respectively, new paragraphs (d) and (e) are added to that subsection, subsection (11) is added to that section, and subsection (1) and paragraph (b) of subsection (7) of that section are amended, to read:

496.405 Registration statements by charitable organizations and sponsors.—

(1) A charitable organization or sponsor, unless exempted pursuant to s. 496.406, which intends to solicit contributions in or from this state by any means or have funds solicited on its behalf by any other person, charitable organization, sponsor, commercial co-venturer, or professional solicitor, or that participates in a charitable sales promotion or sponsor sales promotion, must, before engaging in any of these activities, file an initial registration statement, which includes an attestation statement, and a renewal statement annually thereafter, with the department.

(a) Except as provided in paragraph (b), any changes in the information submitted on the initial registration statement or the last renewal statement must be updated annually on a renewal statement provided by the department on or before the date that marks 1 year after the date the department approved the initial registration statement as provided in this section. The department shall annually provide a renewal statement to each registrant by mail or by electronic mail at least 30 days before the renewal date.

(b) Any changes to the information submitted to the department pursuant to paragraph (2)(f) ~~(2)(d)~~ on the initial registration statement, which includes an attestation statement, or the last renewal statement must be reported to the department

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on a form prescribed by the department within 10 days after the change occurs.

(c) A charitable organization or sponsor that is required to file an initial registration statement or annual renewal statement may not, before approval of its statement by the department in accordance with subsection (7), solicit contributions or have contributions solicited on its behalf by any other person, charitable organization, sponsor, commercial co-venturer, or professional solicitor or participate in a charitable sales promotion or sponsor sales promotion.

(d) The registration of a charitable organization or sponsor may not continue in effect and shall expire without further action of the department under either of the following circumstances:

1. After the date the charitable organization or sponsor should have filed, but failed to file, its renewal statement in accordance with this section.

2. For failure to provide a financial statement within any extension period provided under s. 496.407.

(2) The initial registration statement must be submitted on a form prescribed by the department, signed by an authorized official of the charitable organization or sponsor who shall certify that the registration statement is true and correct, and include the following information or material:

(d) An attestation statement, which must be submitted on a form prescribed by the department and signed by an authorized official of the charitable organization who shall certify and attest that the charitable organization, if engaged in activities that would require registration pursuant to chapter

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106, is registered with the Department of State, pursuant to chapter 106.

(e) An attestation statement on a form prescribed by the department, signed by an authorized official of the charitable organization who shall certify and attest that the charitable organization, if prohibited by applicable federal or state law, is not engaged in activities that would require registration with the Department of State pursuant to chapter 106.

(7)

(b) If a charitable organization or sponsor discloses information specified in subparagraphs (2)(f)2.-7. ~~(2)(d)2.-7.~~ in the initial registration statement or annual renewal statement, the time limits set forth in paragraph (a) are waived, and the department shall process such initial registration statement or annual renewal statement in accordance with the time limits set forth in chapter 120. The registration of a charitable organization or sponsor shall be automatically suspended for failure to disclose any information specified in subparagraphs (2)(f)2.-7. ~~(2)(d)2.-7.~~ until such time as the required information is submitted to the department.

(11) The department may investigate and refer a charitable organization or sponsor to the Florida Elections Commission for investigation of violations pursuant to chapters 104 and 106.

Section 43. Subsection (20) is added to section 496.415, Florida Statutes, to read:

496.415 Prohibited acts.—It is unlawful for any person in connection with the planning, conduct, or execution of any solicitation or charitable or sponsor sales promotion to:

(20) Solicit or accept contributions or anything of value

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from a foreign source of concern.

(a) For a first violation of this subsection, this prohibited act is considered involuntary, and shall result in no punitive action from the department if the charitable organization satisfies all of the following requirements:

1. Provides the department with a solicitation or contribution form containing an attestation from such foreign source or country of concern in which the person, country, or entity falsely certifies that they are not a foreign country of concern as defined in s. 496.404(13) or a foreign source of concern as defined in s. 496.404(14);

2. Provides the department with a copy of a refund to the foreign source or country of concern within 30 days after notification by the department of the prohibited act; and

3. Provides the department with a plan of action to prevent the acceptance of contributions from a foreign country or source of concern in future solicitation activities by the charitable organization.

(b) A second or subsequent violation of this subsection is considered voluntary, and the charitable organization or sponsor is subject to the penalties specified in s. 496.419(5) at the discretion of the department.

Section 44. Section 496.417, Florida Statutes, is amended to read:

496.417 Criminal penalties.—Except as otherwise provided in ss. 496.401-496.424, and in addition to any administrative or civil penalties, any person who willfully and knowingly violates ss. 496.401-496.424 commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

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For a second or subsequent conviction, such violation constitutes a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. The department may also investigate and refer a charitable organization or sponsor to the Florida Elections Commission for investigation of violations pursuant to chapters 104 and 106.

Section 45. Subsection (11) is added to section 496.419, Florida Statutes, to read:

496.419 Powers of the department.—

(11) A charitable organization or sponsor whose registration is denied or revoked for submitting a false attestation required pursuant to s. 496.405(2)(d) or (2)(e) is subject to the penalties specified in subsection (5) at the discretion of the department.

Section 46. Section 496.431, Florida Statutes, is created to read:

496.431 Honest Services Registry.—

(1) The department shall create the Honest Services Registry to provide the residents of this state with the information necessary to make an informed choice when deciding which charitable organizations to support.

(2) To be included on the Honest Services Registry, a charitable organization must, at a minimum, submit to the department an attestation statement on a form prescribed by the department, verified as provided in s. 92.525, attesting to all of the following:

(a) That the organization does not solicit or accept, directly or indirectly, contributions, funding, support, or services from a foreign source of concern.

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(b) That the organization's messaging and content are not directly or indirectly produced or influenced by a foreign source of concern.

(3) The department shall publish the Honest Services Registry on the department's website.

(4) The department shall adopt rules to implement this section.

Section 47. Paragraph (j) of subsection (1) of section 500.03, Florida Statutes, is amended to read:

500.03 Definitions; construction; applicability.—

(1) For the purpose of this chapter, the term:

(j) "Cottage food product" means food that is not time or temperature controlled for safety or a potentially hazardous food as defined by department rule which is sold by a cottage food operation in accordance with s. 500.80.

Section 48. Paragraphs (a) and (b) of subsection (1) of section 500.12, Florida Statutes, are amended to read:

500.12 Food permits; building permits.—

(1)(a) A food permit from the department is required of any person or business that ~~who~~ operates a food establishment, except:

1. Persons or businesses operating minor food outlets that sell food that is commercially prepackaged, not potentially hazardous, not age restricted, and not time or temperature controlled for safety, if the shelf space for those items does not exceed 12 total linear feet and no other food is sold by the person or business minor food outlet.

2. Persons subject to continuous, onsite federal or state inspection.

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3. Persons selling only legumes in the shell, either parched, roasted, or boiled.

4. Persons selling sugar cane or sorghum syrup that has been boiled and bottled on a premise located within this state. Such bottles must contain a label listing the producer's name and street address, all added ingredients, the net weight or volume of the product, and a statement that reads, "This product has not been produced in a facility permitted by the Florida Department of Agriculture and Consumer Services."

(b) Each food establishment regulated under this chapter must apply for and receive a food permit before operation begins. An application for a food permit from the department must be accompanied by a fee in an amount determined by department rule. The department shall adopt by rule a schedule of fees to be paid by each food establishment as a condition of issuance or renewal of a food permit. Such fees may not exceed $650 and must be used solely for the recovery of costs for the services provided, except that the fee accompanying an application for a food permit for operating a bottled water plant may not exceed $1,000 and the fee accompanying an application for a food permit for operating a packaged ice plant may not exceed $250. The fee for operating a bottled water plant or a packaged ice plant must be set by rule of the department. Food permits are not transferable from one person or physical location to another. Food permits must be renewed in accordance with subparagraphs 1.-3. If an application for renewal of a food permit is not received by the department on or before its due date, a late fee not exceeding $100 must be paid in addition to the food permit fee before the department may issue the food

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permit. The moneys collected must be deposited in the General Inspection Trust Fund.

1. A food permit issued to a new food establishment ~~on or after September 1, 2023,~~ is valid for 1 calendar year after the date of issuance and must be renewed annually on or before that date thereafter.

2. ~~Effective January 1, 2024,~~ A food permit issued before September 1, 2023, expires on the month and day the initial permit was issued to the food establishment and must be renewed annually on or before that date thereafter. The department may charge a prorated permit fee for purposes of this subparagraph.

3. The department may establish a single permit renewal date for multiple food establishments owned by the same entity ~~The owner of 100 or more permitted food establishment locations may elect to set the expiration of food permits for such establishments as December 31 of each calendar year~~.

Section 49. Section 500.166, Florida Statutes, is amended to read:

500.166 Records of interstate shipment.—For the purpose of enforcing this chapter, carriers engaged in interstate commerce and persons receiving food in interstate commerce shall retain all records for 3 years from the date of the record showing the movement in interstate commerce of any food, and the quantity, shipper and consignee thereof and, upon the request by an officer or employee duly designated by the department, permit the officer or employee to have access to and to copy all records showing the movement in interstate commerce of any food, and the quantity, shipper, and consignee thereof.

Section 50. Subsection (1) of section 500.172, Florida

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Statutes, is amended to read:

500.172 Embargoing, detaining, destroying of food, food processing equipment, or areas that are in violation.—

(1) When the department, or its duly authorized agent who has received appropriate education and training regarding the legal requirements of this chapter, finds or has probable cause to believe that any food, food processing equipment, food processing area, or food storage area is in violation of this chapter or any rule adopted under this chapter so as to be dangerous, unwholesome, mislabeled, fraudulent, or insanitary within the meaning of this chapter, an agent of the department may issue and enforce a stop-sale, stop-use, removal, or hold order, which order gives notice that such article, processing equipment, processing area, or storage area is or is suspected of being in violation and has been detained or embargoed and which order warns all persons not to remove, use, or dispose of such article, processing equipment, processing area, or storage area by sale or otherwise until permission for removal, use, or disposal is given by the department or the court. The department is authorized to enter into a written agreement with the owner of such food, food processing equipment, food processing area, or food storage area, or otherwise facilitate the destruction of any article found or suspected by the department to be in violation of this section. A person may not remove, use, or dispose of such detained or embargoed article, processing equipment, processing area, or storage area by sale or otherwise without such permission from or in accordance with a written agreement with the department.

Section 51. Section 500.75, Florida Statutes, is created to

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read:

500.75 Mushroom spores and mycelium; offenses.—It is unlawful to transport or offer to transport, import into this state, sell or offer for sale, furnish, or give away spores or mycelium capable of producing mushrooms or other material which will contain a controlled substance, including psilocybin or psilocyn, during its lifecycle. A person who violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Section 52. Section 500.93, Florida Statutes, is created to read:

500.93 Mislabeling of plant-based products as milk, meat, or poultry.—

(1) As used in this section, the term:

(a) "Egg" or "egg product" has the same meaning as in 21 U.S.C. s. 1033 and the Egg Products Inspection Act.

(b) "FDA" means the United States Food and Drug Administration.

(c) "Meat" has the same meaning as in 9 C.F.R. s. 301.2 and the Federal Meat Inspection Act.

(d) "Milk" has the same meaning as in 21 C.F.R. s. 131.110 and the Grade "A" pasteurized milk ordinance.

(e) "Poultry" or "poultry product" has the same meaning as in 9 C.F.R. s. 381.1 and the Poultry Products Inspection Act.

(2)(a) In accordance with the established standard of identity for milk defined in 21 C.F.R. s. 131.110 and the Grade "A" pasteurized milk ordinance, the department shall adopt rules to enforce the FDA's standard of identity for milk, as adopted in state law, to prohibit the sale of plant-based products

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mislabeled as milk in this state.

(b) This subsection is effective upon the enactment into law of a mandatory labeling requirement to prohibit the sale of plant-based products mislabeled as milk that is consistent with this section by any 11 of the group of 14 states composed of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

(3)(a) In accordance with the established standard of identity for meat defined in 9 C.F.R. s. 301.2 and the Federal Meat Inspection Act, and both poultry and poultry products defined in 9 C.F.R. s. 381.1 and the Poultry Products Inspection Act, the department shall adopt rules to enforce the FDA's standard of identity for meat, poultry, and poultry products as adopted in this section, to prohibit the sale of plant-based products mislabeled as meat, poultry, or poultry products in this state.

(b) This subsection is effective upon the enactment into law of a mandatory labeling requirement to prohibit the sale of plant-based products mislabeled as meat, poultry, or poultry products which is consistent with this section by any 11 of the group of 14 states composed of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

(4)(a) In accordance with the established standard of identity for eggs and egg products as defined in 21 U.S.C. s. 1033 and the Egg Products Inspection Act, the department shall adopt rules to enforce the FDA's standard of identity for eggs and egg products, as adopted in state law, to prohibit the sale

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of plant-based products mislabeled as egg or egg products in this state.

(b) This subsection is effective upon the enactment into law of a mandatory labeling requirement to prohibit the sale of plant-based products mislabeled as egg or egg products that is consistent with this section by any 11 of the group of 14 states composed of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

(5) The Department of Agriculture and Consumer Services shall notify the Division of Law Revision upon the enactment into law by any 11 of the group of 14 states composed of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia of the mandatory labeling requirements pursuant to subsections (2) and (3).

(6) The department shall adopt rules to implement this section.

(7) This section may not be construed to limit the department's authority to enforce laws and regulations.

Section 53. Section 501.135, Florida Statutes, is repealed.

Section 54. Subsection (1) of section 501.912, Florida Statutes, is amended to read:

501.912 Definitions.—As used in ss. 501.91-501.923:

(1) "Antifreeze" means any substance or preparation, including, but not limited to, coolant, antifreeze-coolant, antifreeze and summer coolant, or summer coolant, that is sold, distributed, or intended for use:

(a) As the cooling liquid, or to be added to the cooling

liquid, in the cooling system of ~~internal combustion engines of~~ motor vehicles to prevent freezing of the cooling liquid or to lower its freezing point; or

(b) To raise the boiling point of water, aid in vehicle component cooling, or for the prevention of engine overheating, whether or not the liquid is used as a year-round cooling system fluid.

Section 55. Section 525.19, Florida Statutes, is created to read:

525.19 Petroleum registration.—

(1) The department shall create an annual petroleum registration program for petroleum owners or operators and shall adopt rules detailing the requirements for such registration that include, at minimum:

(a) The name of the petroleum owner or operator;

(b) The address of the petroleum owner or operator;

(c) The phone number of the petroleum owner or operator;

(d) The e-mail address of the petroleum owner or operator;

(e) Requirements for the transfer switch;

(f) Fuel and petroleum infrastructure; and

(g) Fuel and petroleum inventory and delivery information.

(2) The registration program must be free for all registrants.

(3) The department has the authority to require registrants to provide updates related to the status of infrastructure, inventory, and delivery information during a state of emergency as declared by an executive order issued by the Governor.

Section 56. Section 526.147, Florida Statutes, is created to read:

526.147 Florida Retail Fuel Transfer Switch Modernization Grant Program.—

(1)(a) There is created, subject to appropriation, the Florida Retail Fuel Transfer Switch Modernization Grant Program within the Department of Agriculture and Consumer Services.

(b) The grant program shall provide grant funds, not to exceed $10,000 per retail fuel facility, to be used for installation and equipment costs related to installing or modernizing transfer switch infrastructure at retail fuel facilities to allow for the continuity of fueling operations under generated power.

(c) The department shall award funds based upon the following criteria:

1. Up to $10,000, of costs for transfer switch purchase and installation for retail fuel locations in fiscally constrained counties as designated under s. 218.67(1).

2. Up to $5,000, of costs for transfer switch purchase and installation for all other retail fuel locations.

(d) Retail fuel facilities which are awarded grant funds must comply with s. 526.143 and must install a transfer switch capable of operating all fuel pumps, dispensing equipment, life safety systems, and payment acceptance equipment using an alternative generated power source.

(e) Before being awarded funding from the department, retail fuel facilities must provide documentation on transfer switch installation and required generator sizing to the department.

(f) Marinas and fueling facilities with fewer than four fueling positions are excluded from being awarded funding

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through this program.

(g) Fueling facilities subject to s. 526.143(2) are excluded from being awarded funding through this program.

(2) The department, in consultation with the Division of Emergency Management, shall adopt rules to implement and administer this section, including establishing grant application processes for the Florida Retail Fuel Transfer Switch Modernization Grant Program. The rules must include application deadlines and establish the supporting documentation necessary to be provided to the department.

Section 57. Section 531.48, Florida Statutes, is amended to read:

531.48 Declarations of unit price on random packages.—In addition to the declarations required by s. 531.47, any package being one of a lot containing random weights of the same commodity must ~~and bearing the total selling price of the package shall~~ bear on the outside of the package a plain and conspicuous declaration of the price per single unit of weight and the total retail price of the package, as defined by department rule.

Section 58. Section 531.49, Florida Statutes, is amended to read:

531.49 Advertising packages for sale. ~~Whenever~~ A packaged commodity ~~is advertised in any manner with the retail price stated, there shall be~~ closely and conspicuously associated with the retail price must have a declaration of quantity as is required by law or rule to appear on the package.

Section 59. Subsection (10) of section 564.06, Florida Statutes, is amended to read:

564.06 Excise taxes on wines and beverages.—

(10) Fifty percent of all revenues collected from the excise taxes imposed by this section on wine produced by manufacturers in this state from products grown in the state must be deposited into the Florida Wine ~~Viticulture~~ Trust Fund established pursuant to s. 599.012.

Section 60. Present subsections (44), (45), and (46) of section 570.07, Florida Statutes, are redesignated as subsections (47), (48), and (49), respectively, and new subsections (44), (45), and (46) are added to that section, to read:

570.07 Department of Agriculture and Consumer Services; functions, powers, and duties.—The department shall have and exercise the following functions, powers, and duties:

(44)(a) To foster and encourage the employment and retention of qualified veterinary pathologists. The department may reimburse the educational expenses of qualified veterinary pathologists who enter into an agreement with the department to retain employment for a specified period of time.

(b) The department shall adopt rules to administer this subsection.

(45) Subject to appropriation, to extend state and national Future Farmers of America opportunities to any public school student enrolled in agricultural education, at little or no cost to the student or school district, and to support statewide Future Farmers of America programming that helps such students develop their potential for premier leadership, personal growth, and career success.

(46)(a) Notwithstanding ss. 287.042 and 287.057, to use

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contracts procured by another agency.

(b) As used in this subsection, the term "agency" has the same meaning as provided in s. 287.012.

Section 61. Subsection (2) of section 570.544, Florida Statutes, is amended to read:

570.544 Division of Consumer Services; director; powers; processing of complaints; records.—

(2) The director shall supervise, direct, and coordinate the activities of the division and shall, under the direction of the department, enforce the provisions of ss. 366.94 and ~~ss.~~ 604.15-604.34 and chapters 177, 472, 496, 501, 507, 525, 526, 527, 531, 534, 535, 539, 559, 616, 692, 817, and 849.

Section 62. Section 570.546, Florida Statutes, is created to read:

570.546 Licensing.—

(1) The department is authorized to:

(a) Create a process for the bulk renewal of licenses which will allow licensees the ability, upon request, to submit all license applications of the same type, notwithstanding any provisions of law applicable to each application process.

(b) Create a process that will allow licensees, upon request, to align the expiration dates of licenses within a statutory program.

(c) Change the expiration dates for current licensees for the purpose of reducing large numbers of license expirations that occur during the same month.

(2) The department shall prorate any licensing fee for which the term of the license was reduced for the purposes of alignment.

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(3) The department shall adopt rules to implement this section.

Section 63. Section 570.694, Florida Statutes, is created to read:

570.694 Florida Aquaculture Foundation.—

(1) The Florida Aquaculture Foundation is established as a direct-support organization within the Department of Agriculture and Consumer Services. The purpose of the foundation is to:

(a) Conduct programs and activities related to the assistance, promotion, and furtherance of aquaculture and aquaculture producers in this state.

(b) Identify and pursue methods to provide statewide resources and materials for these programs.

(2) The foundation shall be governed by s. 570.691.

(3) The department is authorized to appoint an advisory committee adjunct to the foundation pursuant to s. 570.232.

Section 64. Section 570.822, Florida Statutes, is amended to read:

570.822 Agriculture and Aquaculture Producers Emergency ~~Natural Disaster~~ Recovery Loan Program.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Bona fide farm operation" means a farm operation engaged in a good faith commercial agricultural use of land on land classified as agricultural pursuant to s. 193.461 or on sovereign submerged land that is leased to the applicant by the department pursuant to s. 597.010 and that produces agricultural products within the definition of agriculture under s. 570.02.

(b) "Declared emergency ~~natural disaster~~" means an emergency ~~a natural disaster~~ for which a state of emergency is

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declared pursuant to s. 252.36 or s. 570.07(21).

(c) "Department" means the Department of Agriculture and Consumer Services.

(d) "Essential physical property" means fences; equipment; structural production facilities, such as shade houses and greenhouses; or other agriculture or aquaculture facilities or infrastructure.

(e) "Program" means the Agriculture and Aquaculture Producers Emergency ~~Natural Disaster~~ Recovery Loan Program.

(2) USE OF LOAN FUNDS; LOAN TERMS.—

(a) The program is established within the department to make loans to agriculture and aquaculture producers that have experienced damage or destruction from a declared emergency ~~natural disaster~~. Loan funds may be used to restore, repair, or replace essential physical property or remove vegetative debris from essential physical property, or restock aquaculture. A structure or building constructed using loan proceeds must comply with storm-hardening standards for nonresidential farm buildings as defined in s. 604.50(2). The department shall adopt such standards by rule.

(b) The department may make a low-interest or interest-free loan to an eligible applicant. The maximum amount that an applicant may receive during the application period for a loan is $500,000. An applicant may not receive more than one loan per application period and no more than two loans per year or no more than five loans in any 3-year period. A loan term is 10 years.

(3) ELIGIBLE APPLICANTS.—To be eligible for the program, an applicant must:

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(a) Own or lease a bona fide farm operation that is located in a county named in a declared emergency ~~natural disaster~~ and that was damaged or destroyed as a result of such declared emergency ~~natural disaster~~.

(b) Maintain complete and acceptable farm records, pursuant to criteria published by the department, and present them as proof of production levels and bona fide farm operations.

(4) LOAN APPLICATION AND AGREEMENT.—

(a) Requests for loans must be made by application to the department. Upon a determination that funding for loans is available, the department shall publicly notice an application period for the declared emergency ~~natural disaster~~, beginning within 60 days after the date of the declared emergency ~~natural disaster~~ and running up to 1 year after the date of the declared emergency ~~natural disaster~~ or until all available loan funds are exhausted, whichever occurs first. The application period may be renewed upon a determination from the department and pursuant to an active declared emergency.

(b) An applicant must demonstrate the need for financial assistance and an ability to repay or meet a standard credit rating determined by the department.

(c) Loans must be made pursuant to written agreements specifying the terms and conditions agreed to by the approved applicant and the department. The loan agreement must specify that the loan is due upon sale if the property or other collateral for the loan is sold.

(d) An approved applicant must agree to stay in production for the duration of the loan. A loan is not assumable.

(5) LOAN SECURITY REQUIREMENTS.—All loans must be secured

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by a lien, subordinate only to any mortgage held by a financial institution as defined in s. 655.005, on property or other collateral as set forth in the loan agreement. The specific type of collateral required may vary depending upon the loan purpose, repayment ability, and the particular circumstances of the applicant. The department shall record the lien in public records in the county where the property is located and, in the case of personal property, perfect the security interest by filing appropriate Uniform Commercial Code forms with the Florida Secured Transaction Registry as required pursuant to chapter 679.

(6) LOAN REPAYMENT.—

(a) A loan is due and payable in accordance with the terms of the loan agreement.

(b) The department shall defer payments for the first 3 years of the loan. After 3 years, the department shall reduce the principal balance annually through the end of the loan term such that the original principal balance is reduced by 30 percent. If the principal balance is repaid before the end of the 10th year, the applicant may not be required to pay more than 70 percent of the original principal balance. The approved applicant must continue to be actively engaged in production in order to receive the original principal balance reductions and must continue to meet the loan agreement terms to the satisfaction of the department.

(c) An approved applicant may make payments on the loan at any time without penalty. Early repayment is encouraged as other funding sources or revenues become available to the approved applicant.

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(d) All repayments of principal and interest, if applicable, received by the department in a fiscal year must be returned to the loan fund and made available for loans to other applicants in the next application period.

(e) The department may periodically review an approved applicant to determine whether he or she continues to be in compliance with the terms of the loan agreement. If the department finds that an applicant is no longer in production or has otherwise violated the loan agreement, the department may seek repayment of the full original principal balance outstanding, including any interest or costs, as applicable, and excluding any applied or anticipated original principal balance reductions.

(f) The department may defer or waive loan payments if at any time during the repayment period of a loan, the approved applicant experiences a significant hardship such as crop loss from a weather-related event or from impacts from a natural disaster or declared emergency.

(7) ADMINISTRATION.—

(a) The department shall create and maintain a separate account in the General Inspection Trust Fund as a fund for the program. All repayments must be returned to the loan fund and made available as provided in this section. Notwithstanding s. 216.301, funds appropriated for the loan program are not subject to reversion. The department shall manage the fund, establishing loan practices that must include, but are not limited to, procedures for establishing loan interest rates, uses of funding, application procedures, and application review procedures. The department is authorized to contract with a

third-party administrator to administer the program and manage the loan fund. A contract for a third-party administrator that includes management of the loan fund must, at a minimum, require maintenance of the loan fund to ensure that the program may operate in a revolving manner.

(b) The department shall coordinate with other state agencies and other entities to ensure to the greatest extent possible that agriculture and aquaculture producers in this state have access to the maximum financial assistance available following a declared emergency ~~natural disaster~~. The coordination must endeavor to ensure that there is no duplication of financial assistance between the loan program and other funding sources, such as any federal or other state programs, including public assistance requests to the Federal Emergency Management Agency or financial assistance from the United States Department of Agriculture, which could render the approved applicant ineligible for other financial assistance.

(8) PUBLIC RECORDS EXEMPTION.—

(a) The following information held by the department pursuant to its administration of the program is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

1. Tax returns.

2. Credit history information, credit reports, and credit scores.

(b) This subsection does not prohibit the disclosure of information held by the department pursuant to its administration of the program in an aggregated and anonymized format.

(c) This subsection is subject to the Open Government

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Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2029, unless reviewed and saved from repeal through reenactment by the Legislature.

(9) RULES.—The department shall adopt rules to implement this section.

(10) REPORTS.—By December 1, 2024, and each December 1 thereafter, the department shall provide a report on program activities during the previous fiscal year to the President of the Senate and the Speaker of the House of Representatives. The report must include information on noticed application periods, the number and value of loans awarded under the program for each application period, the number and value of loans outstanding, the number and value of any loan repayments received, and an anticipated repayment schedule for all loans.

(11) SUNSET.—This section expires July 1, 2043, unless reviewed and saved from repeal through reenactment by the Legislature.

Section 65. Section 570.823, Florida Statutes, is created to read:

570.823 Silviculture emergency recovery program.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Bona fide farm operation" means a farm operation engaged in a good faith commercial agricultural use of land on land classified as agricultural pursuant to s. 193.461 that produces agricultural products within the definition of agriculture under s. 570.02.

(b) "Declared emergency" means an emergency for which a state of emergency is declared pursuant to s. 252.36 or s. 570.07(21).

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(c) "Department" means the Department of Agriculture and Consumer Services.

(d) "Program" means the silviculture emergency recovery program.

(2) USE OF GRANT FUNDS; GRANT TERMS.—

(a) The silviculture emergency recovery program is established within the department to administer a grant program to assist timber landowners whose timber land was damaged as a result of a declared emergency. Grants provided to eligible timber landowners must be used for:

1. Timber stand restoration, including downed tree removal on land which will retain the existing trees on site which are lightly or completely undamaged;

2. Site preparation, and tree replanting; or

3. Road and trail clearing on private timber lands to provide emergency access and facilitate salvage operations.

(b) Only timber land located on lands classified as agricultural lands under s. 193.461 are eligible for the program.

(c) The department shall coordinate with state agencies and other entities to ensure to the greatest extent possible that timber landowners have access to the maximum financial assistance available following a specified declared emergency. The coordination must endeavor to ensure that there is no duplication of financial assistance between these funds and other funding sources, such as any federal or other state programs, including public assistance requests to the Federal Emergency Management Agency or financial assistance from the United States Department of Agriculture, which would render the

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approved applicant ineligible for other financial assistance.

(d) The department is authorized to adopt rules to implement this section, including emergency rules. Notwithstanding any other provision of law, emergency rules adopted pursuant to this subsection are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

Section 66. Section 570.831, Florida Statutes, is created to read:

570.831 Florida beef marketing program.—The Cattle Enhancement Board, Inc., in coordination with the department, shall, subject to appropriation, establish a Florida beef marketing program to conduct research designed to expand the uses of beef and beef products and strengthen the market position of Florida's cattle industry through marketing campaigns and promotions within this state and the nation.

Section 67. Subsections (2) and (5) of section 581.1843, Florida Statutes, are amended to read:

581.1843 Citrus nursery stock propagation and production and the establishment of regulated areas around citrus nurseries.—

(2) Effective January 1, 2007, it is unlawful for any person to propagate for sale or movement any citrus nursery stock that was not propagated or grown on a site and within a protective structure approved by the department ~~and that is not at least 1 mile away from commercial citrus groves. A citrus nursery registered with the department prior to April 1, 2006, shall not be required to comply with the 1-mile setback from~~

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~~commercial citrus groves while continuously operating at the same location for which it was registered~~. However, the nursery shall be required to propagate citrus within a protective structure approved by the department. Effective January 1, 2008, it is ~~shall be~~ unlawful to distribute any citrus nursery stock that was not produced in a protective structure approved by the department.

~~(5) The department shall establish regulated areas around the perimeter of commercial citrus nurseries that were established on sites after April 1, 2006, not to exceed a radius of 1 mile. The planting of citrus in an established regulated area is prohibited. The planting of citrus within a 1-mile radius of commercial citrus nurseries that were established on sites prior to April 1, 2006, must be approved by the department. Citrus plants planted within a regulated area prior to the establishment of the regulated area may remain in the regulated area unless the department determines the citrus plants to be infected or infested with citrus canker or citrus greening. The department shall require the removal of infected or infested citrus, nonapproved planted citrus, and citrus that has sprouted by natural means in regulated areas. The property owner shall be responsible for the removal of citrus planted without proper approval. Notice of the removal of citrus trees, by immediate final order of the department, shall be provided to the owner of the property on which the trees are located. An immediate final order issued by the department under this section shall notify the property owner that the citrus trees, which are the subject of the immediate final order, must be removed and destroyed unless the property owner, no later than~~

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~~10 days after delivery of the immediate final order, requests and obtains a stay of the immediate final order from the district court of appeal with jurisdiction to review such requests. The property owner shall not be required to seek a stay from the department of the immediate final order prior to seeking a stay from the district court of appeal.~~

Section 68. Sections 593.101, 593.102, 593.103, 593.104, 593.105, 593.106, 593.107, 593.108, 593.109, 593.11, 593.111, 593.112, 593.113, 593.114, 593.1141, 593.1142, 593.115, 593.116, and 593.117, Florida Statutes, are repealed.

Section 69. Subsection (11) of section 595.404, Florida Statutes, is amended to read:

595.404 School food and other nutrition programs; powers and duties of the department.—The department has the following powers and duties:

(11) To adopt and implement an appeal process by rule, as required by federal regulations, for applicants and participants under the programs implemented pursuant to this chapter, notwithstanding ss. 120.569, 120.57-120.595, and 120.68 ~~ss. 120.569 and 120.57-120.595~~.

Section 70. Section 599.002, Florida Statutes, is amended to read:

599.002 Florida Wine ~~Viticulture~~ Advisory Council.—

(1) There is created within the Department of Agriculture and Consumer Services the Florida Wine ~~Viticulture~~ Advisory Council, to be composed ~~consist~~ of eight members as follows: the president of the Florida Wine and Grape Growers Association ~~Florida Grape Growers' Association~~ or a designee thereof; a representative from the Institute of Food and Agricultural

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Sciences; a representative from the viticultural science program at Florida Agricultural and Mechanical University; and five additional commercial members, to be appointed for a 2-year term each by the Commissioner of Agriculture, including a wine producer, a fresh fruit producer, a nonwine product (juice, jelly, pie fillings, etc.) producer, and a viticultural nursery operator.

(2) The meetings, powers and duties, procedures, and recordkeeping of the Florida Wine ~~Viticulture~~ Advisory Council shall be pursuant to s. 570.232.

(3) The primary responsibilities of the Florida Wine ~~Viticulture~~ Advisory Council are to submit to the Commissioner of Agriculture, annually, the industry's recommendations for wine and viticultural research, promotion, and education and, as necessary, the industry's recommendations for revisions to the State Wine ~~Viticulture~~ Plan.

Section 71. Section 599.003, Florida Statutes, is amended to read:

599.003 State Wine ~~Viticulture~~ Plan.—

(1) The Commissioner of Agriculture, in consultation with the Florida Wine ~~Viticulture~~ Advisory Council, shall develop and coordinate the implementation of the State Wine ~~Viticulture~~ Plan, which shall identify problems and constraints of the wine and viticulture industry, propose possible solutions to those problems, and develop planning mechanisms for the orderly growth of the industry, including:

(a) Criteria for wine and viticultural research, service, and management priorities.

(b) Additional proposed legislation that may be required.

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(c) Plans and goals to improve research and service capabilities at Florida Agricultural and Mechanical University and the University of Florida in their efforts to address current and future needs of the industry.

(d) The potential for viticulture products in terms of market and needs for development.

(e) Evaluation of wine policy alternatives, including, but not limited to, continued improvement in wine quality, blending considerations, promotion and advertising, labeling and vineyard designations, and development of production and marketing strategies.

(f) Evaluation of production and fresh fruit policy alternatives, including, but not limited to, setting minimum grades and standards, promotion and advertising, development of production and marketing strategies, and setting minimum standards on types and quality of nursery plants.

(g) Evaluation of policy alternatives for nonwine processed products, including, but not limited to, setting minimum quality standards and development of production and marketing strategies.

(h) Research and service priorities for further development of the wine and viticulture industry.

(i) The identification of state agencies and public and private institutions concerned with research, education, extension, services, planning, promotion, and marketing functions related to wine and viticultural development and the delineation of contributions and responsibilities.

(j) Business planning, investment potential, financial risks, and economics of production and utilization.

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(2) A revision and update of the State Wine ~~Viticulture~~ Plan must ~~shall~~ be submitted biennially to the President of the Senate, the Speaker of the House of Representatives, and the chairs of appropriate committees of the Senate and House of Representatives, and a progress report and budget request must ~~shall~~ be submitted annually.

Section 72. Paragraph (a) of subsection (2) and subsection (3) of section 599.004, Florida Statutes, are amended, and paragraph (d) is added to subsection (2) of that section, to read:

599.004 Florida Farm Winery Program; registration; logo; fees.—

(2)(a) The department, in coordination with the Florida Wine ~~Viticulture~~ Advisory Council, shall develop and designate by rule a Florida Farm Winery logo, emblem, and directional sign to guide the public to certified Florida Farm Wineries ~~Winery tourist attractions~~. The logo and emblem of certified Florida Farm Winery signs must ~~shall~~ be uniform.

(d) Wineries that fail to recertify annually or pay the licensing fee required in paragraph (c) are subject to having the signs referenced in paragraph (b) removed and will be responsible for all costs incurred by the Department of Transportation in connection with the removal.

(3) All fees collected, except as otherwise provided by this section, shall be deposited into the Florida Wine ~~Viticulture~~ Trust Fund and used to develop consumer information on the native characteristics and proper use of wines.

Section 73. Section 599.012, Florida Statutes, is amended to read:

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599.012 Florida Wine ~~Viticulture~~ Trust Fund; creation.—

(1) There is established the Florida Wine ~~Viticulture~~ Trust Fund within the Department of Agriculture and Consumer Services. The department shall use the moneys deposited in the trust fund pursuant to subsection (2) to do all the following:

(a) Develop and coordinate the implementation of the State Viticulture Plan.

(b) Promote viticulture products manufactured from products grown in the state.

(c) Provide grants for viticultural research.

(2) Fifty percent of the revenues collected from the excise taxes imposed under s. 564.06 on wine produced by manufacturers in this state from products grown in the state will be deposited in the Florida Wine ~~Viticulture~~ Trust Fund in accordance with that section.

Section 74. Subsection (1) of section 616.12, Florida Statutes, is amended to read:

616.12 Licenses upon certain shows; distribution of fees; exemptions.—

(1) Each person who operates any traveling show, exhibition, amusement enterprise, carnival, vaudeville, exhibit, ~~minstrel,~~ rodeo, theatrical, game or test of skill, riding device, dramatic repertoire, other show or amusement, or concession, including a concession operating in a tent, enclosure, or other temporary structure, within the grounds of, and in connection with, any annual public fair held by a fair association shall pay the license taxes provided by law. However, if the association satisfies the requirements of this chapter, including securing the required fair permit from the

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department, the license taxes and local business tax authorized in chapter 205 are waived and the department shall issue a tax exemption certificate. The department shall adopt the proper forms and rules to administer this section, including the necessary tax exemption certificate, showing that the fair association has met all requirements and that the traveling show, exhibition, amusement enterprise, carnival, vaudeville, exhibit, ~~minstrel,~~ rodeo, theatrical, game or test of skill, riding device, dramatic repertoire, other show or amusement, or concession is exempt.

Section 75. Section 687.16, Florida Statutes, is created to read:

687.16 Florida Farmer Financial Protection Act.—

(1) SHORT TITLE.—This section may be cited as the "Florida Farmer Financial Protection Act."

(2) DEFINITIONS.—As used in this section, the term:

(a) "Agriculture producer" means a person or company authorized to do business in this state and engaged in the production of goods derived from plants or animals, including, but not limited to, the growing of crops, silviculture, animal husbandry, or the production of livestock or dairy products.

(b) "Agritourism activity" has the same meaning as provided in s. 570.86.

(c) "Commissioner" means the Commissioner of Agriculture.

(d) "Company" means a for-profit organization, association, corporation, partnership, joint venture, sole proprietorship, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those

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entities or business associations authorized to do business in this state.

(e) "Denies or restricts" means refusing to provide services, terminating existing services, or restricting or burdening the scope or nature of services offered or provided.

(f) "Discriminate in the provision of financial services" means to deny or restrict services and thereby decline to provide financial services.

(g) "ESG factor" means any factor or consideration that is collateral to or not reasonably likely to affect or impact financial risk and includes the promotion, furtherance, or achievement of environmental, social, or political goals, objectives, or outcomes, which may include the agriculture producer's greenhouse gas emissions, use of fossil-fuel derived fertilizer, or use of fossil-fuel powered machinery.

(h) "Farm" means the land, buildings, support facilities, machinery, and other appurtenances used in the production of farm or aquaculture products.

(i) "Financial institution" means a company defined under s. 655.005(1)(h) and (i), which has total assets of more than $100 million. A financial institution includes any affiliate as defined in s. 655.005(1)(a) or subsidiary company as defined in s. 655.005(1)(x), even if such affiliate or subsidiary company is also a financial institution.

(j) "Financial service" means any product or service that is of a financial nature and is offered by a financial institution.

(3) FINANCIAL DISCRIMINATION; AGRICULTURAL PRODUCERS.—

(a) A financial institution may not discriminate in the

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provision of financial services to an agriculture producer based, in whole or in part, upon an ESG factor.

(b) If a financial institution has made any ESG commitment related to agriculture, there is an inference that the institution's denial or restriction of a financial service to an agriculture producer violates paragraph (a).

(c) A financial institution may overcome the inference in paragraph (b) by demonstrating that its denial or restriction of a financial service was based solely on documented risk analysis, and not on any ESG factor.

(4) ENFORCEMENT; COMPENSATORY DAMAGES.—The Attorney General, in consultation with the Office of Financial Regulation, is authorized to enforce subsection (3). Any violation of subsection (3) constitutes an unfair trade practice under part II of chapter 501 and the Attorney General is authorized to investigate and seek remedies as provided in general law. Actions for damages may be sought by an aggrieved party.

Section 76. Paragraph (a) of subsection (3) of section 741.0305, Florida Statutes, is amended to read:

741.0305 Marriage fee reduction for completion of premarital preparation course.—

(3)(a) All individuals electing to participate in a premarital preparation course shall choose from the following list of qualified instructors:

1. A psychologist licensed under chapter 490.

2. A clinical social worker licensed under chapter 491.

3. A marriage and family therapist licensed under chapter 491.

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4. A mental health counselor licensed under chapter 491.

5. An official representative of a religious institution which is recognized under s. 496.404 ~~s. 496.404(23)~~, if the representative has relevant training.

6. Any other provider designated by a judicial circuit, including, but not limited to, school counselors who are certified to offer such courses. Each judicial circuit may establish a roster of area course providers, including those who offer the course on a sliding fee scale or for free.

Section 77. Paragraph (h) of subsection (2), subsection (3), paragraph (c) of subsection (6), and subsection (10) of section 790.06, Florida Statutes, are amended to read:

790.06 License to carry concealed weapon or concealed firearm.—

(2) The Department of Agriculture and Consumer Services shall issue a license if the applicant:

(h) Demonstrates competence with a firearm by any one of the following:

1. Completion of any hunter education or hunter safety course approved by the Fish and Wildlife Conservation Commission or a similar agency of another state;

2. Completion of any National Rifle Association firearms safety or training course;

3. Completion of any firearms safety or training course or class available to the general public offered by a law enforcement agency, junior college, college, or private or public institution or organization or firearms training school, using instructors certified by the National Rifle Association, Criminal Justice Standards and Training Commission, or the

Department of Agriculture and Consumer Services;

4. Completion of any law enforcement firearms safety or training course or class offered for security guards, investigators, special deputies, or any division or subdivision of a law enforcement agency or security enforcement;

5. Presents evidence of equivalent experience with a firearm through participation in organized shooting competition or United States military service;

6. Is licensed or has been licensed to carry a concealed weapon or concealed firearm in this state or a county or municipality of this state, unless such license has been revoked for cause; or

7. Completion of any firearms training or safety course or class conducted by a state-certified or National Rifle Association certified firearms instructor;

A photocopy of a certificate of completion of any of the courses or classes; an affidavit from the instructor, school, club, organization, or group that conducted or taught such course or class attesting to the completion of the course or class by the applicant; or a copy of any document that shows completion of the course or class or evidences participation in firearms competition shall constitute evidence of qualification under this paragraph. A person who conducts a course pursuant to subparagraph 2., subparagraph 3., or subparagraph 7., or who, as an instructor, attests to the completion of such courses, must maintain records certifying that he or she observed the student safely handle and discharge the firearm in his or her physical presence and that the discharge of the firearm included live

fire using a firearm and ammunition as defined in s. 790.001;

(3)(a) The Department of Agriculture and Consumer Services shall deny a license if the applicant has been found guilty of, had adjudication of guilt withheld for, or had imposition of sentence suspended for one or more crimes of violence constituting a misdemeanor, unless 3 years have elapsed since probation or any other conditions set by the court have been fulfilled or the record has been sealed or expunged. The Department of Agriculture and Consumer Services shall revoke a license if the licensee has been found guilty of, had adjudication of guilt withheld for, or had imposition of sentence suspended for one or more crimes of violence within the preceding 3 years. The department shall, upon notification by a law enforcement agency, a court, clerk's office, or the Florida Department of Law Enforcement ~~and subsequent written verification~~, temporarily suspend a license or the processing of an application for a license if the licensee or applicant is arrested or formally charged with a crime that would disqualify such person from having a license under this section, until final disposition of the case. The department shall suspend a license or the processing of an application for a license if the licensee or applicant is issued an injunction that restrains the licensee or applicant from committing acts of domestic violence or acts of repeat violence. The department shall notify the licensee or applicant suspended under this section of his or her right to a hearing pursuant to chapter 120. If the criminal case or injunction results in a nondisqualifying disposition and the applicant or licensee is otherwise eligible, the suspension shall end. The department must issue an order confirming the end

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of the suspension within 90 days after the applicant or licensee's submission to the department of a copy of the final resolution of the criminal case or injunction. The copy provided to the department must be sent through electronic or certified mail to a location that shall be specified on the notice of suspension received by the licensee or applicant. If the criminal case or injunction results in a disqualifying disposition, the suspension must remain in effect and the department must proceed with denial or revocation proceedings pursuant to chapter 120.

(b) This subsection may not be construed to limit, restrict, or inhibit the constitutional right to bear arms and carry a concealed weapon in this state. The Legislature finds it a matter of public policy and public safety that it is necessary to ensure that potentially disqualifying information about an applicant or licensee is investigated and processed in a timely manner by the department pursuant to this section. The Legislature intends to clarify that suspensions pursuant to this section are temporary, and the department has the duty to make an eligibility determination and issue a license in the time frame prescribed in this subsection.

(6)

(c) The Department of Agriculture and Consumer Services shall, within 90 days after the date of receipt of the items listed in subsection (5):

1. Issue the license; or

2. Deny the application based solely on the ground that the applicant fails to qualify under the criteria listed in subsection (2) or subsection (3). If the Department of

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Agriculture and Consumer Services denies the application, it shall notify the applicant in writing, stating the ground for denial and informing the applicant of any right to a hearing pursuant to chapter 120.

3. In the event the result of the criminal history screening identifies ~~department receives~~ criminal history information related to a crime that may disqualify the applicant but does not contain ~~with no~~ final disposition of the crime or lacks sufficient information to make an eligibility determination ~~on a crime which may disqualify the applicant~~, the time limitation prescribed by this paragraph may be extended for up to an additional 45 days after the receipt of the information ~~suspended until receipt of the final disposition or proof of restoration of civil and firearm rights~~. The department may make a request for information to the jurisdiction where the criminal history information originated but must issue a license if it does not obtain a disposition or sufficient information to make an eligibility determination within the additional 45 days if the applicant is otherwise eligible. The department may take any action authorized in this section if it receives disqualifying criminal history information during the additional 45-day review period or after issuance of a license.

(10) A license issued under this section must ~~shall~~ be temporarily suspended as provided for in subparagraph (6)(c)3., or revoked pursuant to chapter 120 if the license was issued in error or if the licensee:

(a) Is found to be ineligible under the criteria set forth in subsection (2);

(b) Develops or sustains a physical infirmity which

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prevents the safe handling of a weapon or firearm;

(c) Is convicted of a felony which would make the licensee ineligible to possess a firearm pursuant to s. 790.23;

(d) Is found guilty of a crime under chapter 893, or similar laws of any other state, relating to controlled substances;

(e) Is committed as a substance abuser under chapter 397, or is deemed a habitual offender under s. 856.011(3), or similar laws of any other state;

(f) Is convicted of a second violation of s. 316.193, or a similar law of another state, within 3 years after a first conviction of such section or similar law of another state, even though the first violation may have occurred before the date on which the application was submitted;

(g) Is adjudicated an incapacitated person under s. 744.331, or similar laws of any other state; or

(h) Is committed to a mental institution under chapter 394, or similar laws of any other state.

Notwithstanding s. 120.60(5), service of a notice of the suspension or revocation of a concealed weapon or concealed firearm license must be given by either certified mail, return receipt requested, to the licensee at his or her last known mailing address furnished to the Department of Agriculture and Consumer Services, or by personal service. If a notice given by certified mail is returned as undeliverable, a second attempt must be made to provide notice to the licensee at that address, by either first-class mail in an envelope, postage prepaid, addressed to the licensee at his or her last known mailing

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address furnished to the department, or, if the licensee has provided an e-mail address to the department, by e-mail. Such mailing by the department constitutes notice, and any failure by the licensee to receive such notice does not stay the effective date or term of the suspension or revocation. A request for hearing must be filed with the department within 21 days after notice is received by personal delivery, or within 26 days after the date the department deposits the notice in the United States mail (21 days plus 5 days for mailing). The department shall document its attempts to provide notice, and such documentation is admissible in the courts of this state and constitutes sufficient proof that notice was given.

Section 78. Subsection (2) of section 812.0151, Florida Statutes, is amended to read:

812.0151 Retail fuel theft.—

(2)(a) A person commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she willfully, knowingly, and without authorization:

1. Breaches a retail fuel dispenser or accesses any internal portion of a retail fuel dispenser; or

2. Possesses any device constructed for the purpose of fraudulently altering, manipulating, or interrupting the normal functioning of a retail fuel dispenser.

(b) A person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she willfully, knowingly, and without authorization:

1. Physically tampers with, manipulates, removes, replaces, or interrupts any mechanical or electronic component located <u>on</u> ~~within~~ the internal <u>or external</u> portion of a retail fuel

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dispenser; or

2. Uses any form of electronic communication to fraudulently alter, manipulate, or interrupt the normal functioning of a retail fuel dispenser.

(c) A person commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she:

1. Obtains fuel as a result of violating paragraph (a) or paragraph (b); ~~or~~

2. Modifies a vehicle's factory installed fuel tank or possesses any item used to hold fuel which was not fitted to a vehicle or conveyance at the time of manufacture with the intent to use such fuel tank or item to hold or transport fuel obtained as a result of violating paragraph (a) or paragraph (b)<u>; or</u>

<u>3. Possesses or uses any form of a payment instrument that can be used, alone or in conjunction with another access device, to authorize a fuel transaction or obtain fuel, including, but not limited to, a plastic payment card with a magnetic stripe or a chip encoded with account information or both, with the intent to defraud the fuel retailer, the authorized payment instrument financial account holder, or the banking institution that issued the payment instrument financial account</u>.

Section 79. Section 812.136, Florida Statutes, is created to read:

<u>812.136 Mail theft.—</u>

<u>(1) As used in this section, unless the context otherwise requires:</u>

<u>(a) "Mail" means any letter, postal card, parcel, envelope, package, bag, or any other sealed article addressed to another,</u>

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along with its contents.

(b) "Mail depository" means a mail box, letter box, mail route, or mail receptacle of a postal service, an office of a postal service, or mail carrier of a postal service, or a vehicle of a postal service or any other authorized receptacle.

(c) "Postal service" means the United States Postal Service or its contractors, or any commercial courier that delivers mail.

(2) Any of the following acts constitutes mail theft:

(a) Knowingly removing mail from a mail depository or taking mail from a mail carrier of a postal service with an intent to either temporarily or permanently:

1. Deprive the intended recipient of such mail of his or her right to the mail.

2. Appropriate the mail to his or her own use or the use of any person not entitled to the use of such mail.

(b) Knowingly obtaining custody of mail by fraud or deception with an intent to either temporarily or permanently:

1. Deprive the intended recipient of such mail of his or her right to the mail.

2. Appropriate the mail to his or her own use or the use of any person not entitled to the use of the mail.

(c) Selling, receiving, possessing, transferring, buying, or concealing mail in violation of paragraph (a) or paragraph (b) of this subsection, while knowing or having reason to know the mail was obtained illegally.

(3) Any of the following constitutes theft of or unauthorized reproduction of a mail depository key or lock:

(a) Knowingly obtaining or using, or endeavoring to obtain

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or use, any key or lock used by a postal service for a mail depository with the intent to either temporarily or permanently:

1. Deprive the owner of such key or lock of his or her right to such key or lock.

2. Appropriate the key or lock to his or her own use or the use of any person not entitled to the use of such key or lock.

(b) Knowingly and unlawfully making, forging, or counterfeiting any such key or possessing any such key or lock adopted by a postal service with the intent to unlawfully or improperly use, sell, or otherwise dispose of the key or lock, or to cause the key or lock to be unlawfully or improperly used, sold, or otherwise disposed.

(c) Selling, receiving, possessing, transferring, buying, or concealing a key or lock obtained in violation of paragraph (a) or paragraph (b) while knowing or having reason to know such key or lock was obtained illegally.

(4)(a) Except as provided in paragraph (b), a violation of this section is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(b) A second or subsequent violation of this section is a felony of the third degree, punishable as provided in s. 775.082 or s. 775.084.

Section 80. Paragraph (i) of subsection (4) of section 934.50, Florida Statutes, is amended, and a new paragraph (q) is added to that subsection, to read:

934.50 Searches and seizure using a drone.—

(4) EXCEPTIONS.—This section does not prohibit the use of a drone:

~~(i) By a person or an entity engaged in a business or~~

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~~profession licensed by the state, or by an agent, employee, or contractor thereof, if the drone is used only to perform reasonable tasks within the scope of practice or activities permitted under such person's or entity's license. However, this exception does not apply to a profession in which the licensee's authorized scope of practice includes obtaining information about the identity, habits, conduct, movements, whereabouts, affiliations, associations, transactions, reputation, or character of any society, person, or group of persons.~~

(q) By a local governmental entity, or a person under contract with or acting under the direction of such entity, for the purpose of managing and eradicating plant or animal diseases or activities consistent with chapters 369, 388, and 487.

Section 81. Section 1013.373, Florida Statutes, is created to read:

1013.373 Educational facilities used for agricultural education.—

(1) Notwithstanding any other provision of law, a local government may not adopt any ordinance, regulation, rule, or policy to prohibit, restrict, regulate, or otherwise limit any activities of public educational facilities and auxiliary facilities constructed by a board for agricultural education, for Future Farmers of America or 4-H activities, or the storage of any animal or equipment therein.

(2) Lands used for agricultural education or for Future Farmers of America or 4-H activities are considered agricultural lands pursuant to s. 193.461 and subject to s. 823.14.

Section 82. For the purpose of incorporating the amendment made by this act to section 110.205, Florida Statutes, in a

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reference thereto, paragraph (a) of subsection (5) of section 295.07, Florida Statutes, is reenacted to read:

295.07 Preference in appointment and retention.—

(5) The following positions are exempt from this section:

(a) Those positions that are exempt from the state Career Service System under s. 110.205(2); however, all positions under the University Support Personnel System of the State University System as well as all Career Service System positions under the Florida College System and the School for the Deaf and the Blind, or the equivalent of such positions at state universities, Florida College System institutions, or the School for the Deaf and the Blind, are not exempt.

Section 83. For the purpose of incorporating the amendment made by this act to section 388.271, Florida Statutes, in a reference thereto, paragraph (a) of subsection (1) of section 189.062, Florida Statutes, is reenacted to read:

189.062 Special procedures for inactive districts.—

(1) The department shall declare inactive any special district in this state by documenting that:

(a) The special district meets one of the following criteria:

1. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government notifies the department in writing that the district has taken no action for 2 or more years;

2. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government notifies the

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department in writing that the district has not had a governing body or a sufficient number of governing body members to constitute a quorum for 2 or more years;

3. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government fails to respond to an inquiry by the department within 21 days;

4. The department determines, pursuant to s. 189.067, that the district has failed to file any of the reports listed in s. 189.066;

5. The district has not had a registered office and agent on file with the department for 1 or more years;

6. The governing body of a special district provides documentation to the department that it has unanimously adopted a resolution declaring the special district inactive. The special district is responsible for payment of any expenses associated with its dissolution;

7. The district is an independent special district or a community redevelopment district created under part III of chapter 163 that has reported no revenue, no expenditures, and no debt under s. 189.016(9) or s. 218.32 for at least 5 consecutive fiscal years beginning no earlier than October 1, 2018. This subparagraph does not apply to a community development district established under chapter 190 or to any independent special district operating pursuant to a special act that provides that any amendment to chapter 190 to grant additional powers constitutes a power of that district; or

8. For a mosquito control district created pursuant to chapter 388, the department has received notice from the

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Department of Agriculture and Consumer Services that the district has failed to file a tentative work plan and tentative detailed work plan budget as required by s. 388.271.

Section 84. For the purpose of incorporating the amendment made by this act to section 482.161, Florida Statutes, in a reference thereto, paragraph (b) of subsection (3) of section 482.072, Florida Statutes, is reenacted to read:

482.072 Pest control customer contact centers.—

(3)

(b) Notwithstanding any other provision of this section:

1. A customer contact center licensee is subject to disciplinary action under s. 482.161 for a violation of this section or a rule adopted under this section committed by a person who solicits pest control services or provides customer service in a customer contact center.

2. A pest control business licensee may be subject to disciplinary action under s. 482.161 for a violation of this section or a rule adopted under this section committed by a person who solicits pest control services or provides customer service in a customer contact center operated by a licensee if the licensee participates in the violation.

Section 85. For the purpose of incorporating the amendment made by this act to section 482.161, Florida Statutes, in a reference thereto, section 482.163, Florida Statutes, is reenacted to read:

482.163 Responsibility for pest control activities of employee.—Proper performance of pest control activities by a pest control business employee is the responsibility not only of the employee but also of the certified operator in charge, and

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the certified operator in charge may be disciplined pursuant to the provisions of s. 482.161 for the pest control activities of an employee. A licensee may not automatically be considered responsible for violations made by an employee. However, the licensee may not knowingly encourage, aid, or abet violations of this chapter.

Section 86. For the purpose of incorporating the amendment made by this act to section 487.044, Florida Statutes, in a reference thereto, section 487.156, Florida Statutes, is reenacted to read:

487.156 Governmental agencies.—All governmental agencies shall be subject to the provisions of this part and rules adopted under this part. Public applicators using or supervising the use of restricted-use pesticides shall be subject to examination as provided in s. 487.044.

Section 87. For the purpose of incorporating the amendment made by this act to section 496.405, Florida Statutes, in a reference thereto, subsection (2) of section 496.4055, Florida Statutes, is reenacted to read:

496.4055 Charitable organization or sponsor board duties.—

(2) The board of directors, or an authorized committee thereof, of a charitable organization or sponsor required to register with the department under s. 496.405 shall adopt a policy regarding conflict of interest transactions. The policy shall require annual certification of compliance with the policy by all directors, officers, and trustees of the charitable organization. A copy of the annual certification shall be submitted to the department with the annual registration statement required by s. 496.405.

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Section 88. For the purpose of incorporating the amendment made by this act to section 496.405, Florida Statutes, in references thereto, subsections (2) and (4) of section 496.406, Florida Statutes, are reenacted to read:

496.406 Exemption from registration.—

(2) Before soliciting contributions, a charitable organization or sponsor claiming to be exempt from the registration requirements of s. 496.405 under paragraph (1)(d) must submit annually to the department, on forms prescribed by the department:

(a) The name, street address, and telephone number of the charitable organization or sponsor, the name under which it intends to solicit contributions, the purpose for which it is organized, and the purpose or purposes for which the contributions to be solicited will be used.

(b) The tax exempt status of the organization.

(c) The date on which the organization’s fiscal year ends.

(d) The names, street addresses, and telephone numbers of the individuals or officers who have final responsibility for the custody of the contributions and who will be responsible for the final distribution of the contributions.

(e) A financial statement of support, revenue, and expenses and a statement of functional expenses that must include, but not be limited to, expenses in the following categories: program, management and general, and fundraising. In lieu of the financial statement, a charitable organization or sponsor may submit a copy of its Internal Revenue Service Form 990 and all attached schedules or Internal Revenue Service Form 990-EZ and Schedule O.

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(4) Exemption from the registration requirements of s. 496.405 does not limit the applicability of other provisions of this section to a charitable organization or sponsor.

Section 89. For the purpose of incorporating the amendment made by this act to section 500.12, Florida Statutes, in a reference thereto, paragraph (a) of subsection (1) of section 500.80, Florida Statutes, is reenacted to read:

500.80 Cottage food operations.—

(1)(a) A cottage food operation must comply with the applicable requirements of this chapter but is exempt from the permitting requirements of s. 500.12 if the cottage food operation complies with this section and has annual gross sales of cottage food products that do not exceed $250,000.

Section 90. For the purpose of incorporating the amendment made by this act to section 500.172, Florida Statutes, in a reference thereto, subsection (6) of section 500.121, Florida Statutes, is reenacted to read:

500.121 Disciplinary procedures.—

(6) If the department determines that a food offered in a food establishment is labeled with nutrient claims that are in violation of this chapter, the department shall retest or reexamine the product within 90 days after notification to the manufacturer and to the firm at which the product was collected. If the product is again found in violation, the department shall test or examine the product for a third time within 60 days after the second notification. The product manufacturer shall reimburse the department for the cost of the third test or examination. If the product is found in violation for a third time, the department shall exercise its authority under s.

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500.172 and issue a stop-sale or stop-use order. The department may impose additional sanctions for violations of this subsection.

Section 91. For the purpose of incorporating the amendment made by this act to section 790.06, Florida Statutes, in a reference thereto, section 790.061, Florida Statutes, is reenacted to read:

790.061 Judges and justices; exceptions from licensure provisions.—A county court judge, circuit court judge, district court of appeal judge, justice of the supreme court, federal district court judge, or federal court of appeals judge serving in this state is not required to comply with the provisions of s. 790.06 in order to receive a license to carry a concealed weapon or firearm, except that any such justice or judge must comply with the provisions of s. 790.06(2)(h). The Department of Agriculture and Consumer Services shall issue a license to carry a concealed weapon or firearm to any such justice or judge upon demonstration of competence of the justice or judge pursuant to s. 790.06(2)(h).

Section 92. Except as otherwise expressly provided in this act, this act shall take effect July 1, 2025.

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CHAPTER 2025-22

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 700

An act relating to the Department of Agriculture and Consumer Services; amending s. 110.205, F.S.; providing that certain positions in the department are exempt from the Career Service System; amending s. 163.3162, F.S.; defining terms; prohibiting governmental entities from adopting or enforcing any legislation that inhibits the construction of housing for legally verified agricultural workers on agricultural land operated as a bona fide farm; requiring that the construction or installation of such housing units on agricultural lands satisfies certain criteria; requiring that local ordinances comply with certain regulations; authorizing governmental entities to adopt local land use regulations that are less restrictive; requiring property owners to maintain certain records for a specified timeframe; requiring that use of a housing site be discontinued and authorizing the removal of such a site under certain circumstances; specifying applicability of permit allocation systems in certain areas of critical state concern; authorizing the continued use of housing sites constructed before the effective date of the act if certain conditions are met; requiring the department to adopt certain rules; providing for enforcement; requiring the department to submit certain information to the State Board of Immigration Enforcement on a certain schedule; amending s. 201.25, F.S.; conforming a provision to changes made by the act; amending s. 253.0341, F.S.; authorizing the department to surplus certain lands determined to be suitable for bona fide agricultural production; requiring the department to consult with the Department of Environmental Protection before making such determination; requiring the Department of Agriculture and Consumer Services to retain a rural-lands-protection easement for all surplused lands and deposit all proceeds into a specified trust fund; requiring the department to provide a report of lands surplused to the board of trustees; providing that certain lands are ineligible to be surplused; providing for retroactive applicability; amending s. 330.41, F.S.; defining terms; prohibiting a person from knowingly or willfully performing certain actions on lands classified as agricultural; providing criminal penalties; providing applicability; prohibiting a person from knowingly or willfully performing certain actions on private property, state wildlife management lands, or a sport shooting and training range; providing criminal penalties; providing applicability; creating s. 366.20, F.S.; requiring that certain lands acquired or owned by an electric utility by a certain date be offered for fee simple acquisition by the department before the land may be offered for sale or transfer to a private individual or entity; requiring an electric utility to issue a written intent to sell through certified mail to the Commissioner of Agriculture within a specified timeframe before offering to sell or transferring certain lands; authorizing the commissioner to issue a written intent to purchase via certified mail within a specified timeframe

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after receipt of such written intent to sell; requiring the electric utility to be released from certain provisions under certain circumstances; requiring that certain offers accepted and received by the department within a specified timeframe be executed no later than a certain date; requiring the department to adopt rules; amending s. 366.94, F.S.; defining the term "electric vehicle charging station"; authorizing the department to adopt rules; requiring local governmental entities to issue permits for electric vehicle charging stations based on specified standards and provisions of law; requiring that an electric vehicle charger be registered with the department before being placed into service for use by the public; providing the department with certain authority relating to electric vehicle charging stations; providing a penalty; authorizing the department to issue an immediate final order to an electric vehicle charging station under certain circumstances; providing that the department may bring an action to enjoin a violation of specified provisions or rules; requiring the court to issue a temporary or permanent injunction under certain circumstances; amending s. 388.011, F.S.; revising the definition of the terms "board of commissioners" and "district"; defining the term "program"; amending s. 388.021, F.S.; making a technical change; amending s. 388.181, F.S.; authorizing programs to perform specified actions; amending s. 388.201, F.S.; conforming provisions to changes made by the act; requiring that the tentative work plan budget covering the proposed operations and requirements for arthropod control measures show the estimated amount to be raised by county, municipality, or district taxes; requiring that county commissioners' or a similar governing body's mosquito control budget be made and adopted pursuant to specified provisions and requiring that summary figures be incorporated into the county budgets as prescribed by the department; amending s. 388.241, F.S.; providing that certain rights, powers, and duties be vested in the board of county commissioners or similar governing body of a county, or municipality; amending s. 388.261, F.S.; increasing the maximum annual amount that a county, municipality, or district may receive, without contributing matching funds, in state funds, supplies, services, or equipment for a certain number of years for any new program for the control of mosquitos and other arthropods which serves an area not previously served by a county, municipality, or district; conforming a provision to changes made by the act; amending s. 388.271, F.S.; requiring each program participating in arthropod control activities to file a tentative integrated arthropod management plan with the department by a specified date; conforming provisions to changes made by the act; amending s. 388.281, F.S.; requiring that all funds, supplies, and services released to programs be used in accordance with the integrated arthropod management plan and certified budget; requiring that such integrated arthropod management plan and certified budget be approved by both the department and the board of county commissioners or an appropriate representative; conforming provisions to changes made by the act; amending s. 388.291, F.S.; providing that a program may perform certain source reduction measures in any area providing that the department has approved the operating or construction plan as outlined in the integrated

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arthropod management plan; conforming provisions to changes made by the act; amending s. 388.301, F.S.; revising the schedule by which state funds for the control of mosquitos and other arthropods may be paid; conforming provisions to changes made by the act; amending s. 388.311, F.S.; conforming provisions to changes made by the act; amending s. 388.321, F.S.; conforming provisions to changes made by the act; amending s. 388.322, F.S.; requiring the department to maintain a record and inventory of certain property purchased with state funds for arthropod control use; conforming provisions to changes made by the act; amending s. 388.323, F.S.; requiring that certain equipment no longer needed by a program be first offered for sale to other programs engaged in arthropod control at a specified price; requiring that all proceeds from the sale of certain property owned by a program and purchased using state funds be deposited in the program's state fund account; conforming provisions to changes made by the act; amending s. 388.341, F.S.; requiring a program receiving state aid to submit a monthly report of all expenditures from all funds for arthropod control by a specified timeframe as may be required by the department; conforming provisions to changes made by the act; amending s. 388.351, F.S.; conforming provisions to changes made by the act; amending s. 388.361, F.S.; conforming provisions to changes made by the act; amending s. 388.3711, F.S.; revising the department's enforcement powers; amending s. 388.381, F.S.; conforming provisions to changes made by the act; amending s. 388.391, F.S.; conforming provisions to changes made by the act; amending s. 388.401, F.S.; conforming provisions to changes made by the act; amending s. 388.46, F.S.; revising the composition of the Florida Coordinating Council on Mosquito Control; amending s. 403.067, F.S.; providing an exception for inspection requirements for certain agricultural producers; authorizing the department to adopt rules establishing an enrollment in best management practices by rule process; authorizing the department to identify best management practices for specified landowners; requiring the department to perform onsite inspections annually of a certain percentage of all enrollments that meet specified qualifications within a specified area; providing requirements for such inspections; requiring agricultural producers enrolled by rule in a best management practice to submit nutrient records annually to the department; requiring the department to collect and retain such records; amending s. 403.852, F.S.; defining the term "water quality additive"; amending s. 403.859, F.S.; prohibiting the use of certain additives in a water system which do not meet specified requirements; amending s. 482.111, F.S.; revising requirements for the renewal of a pest control operator's certificate; authorizing a third-party vendor to collect and retain a convenience fee; amending s. 482.141, F.S.; requiring the department to provide in-person and remote testing for the examination through a third-party vendor for an individual seeking pest control operator certification; authorizing a third-party vendor to collect and retain a convenience fee; amending s. 482.155, F.S.; requiring the department to provide in-person and remote testing for the examination through a third-party vendor for an individual seeking limited certification for a governmental pesticide applicator or a private

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applicator; authorizing a third-party vendor to collect and retain a convenience fee; deleting provisions requiring the department to make such examination readily accessible and available to all applicants on a specified schedule; amending s. 482.156, F.S.; requiring the department to provide in-person and remote testing for the examination through a third-party vendor for an individual seeking a limited certification for commercial landscape maintenance; authorizing a third-party vendor to collect and retain a convenience fee; deleting provisions requiring the department to make such examination readily accessible and available to all applicants on a specified schedule; amending s. 482.157, F.S.; revising requirements for issuance of a limited certification for commercial wildlife management personnel; authorizing a third-party vendor to collect and retain a convenience fee; deleting provisions requiring the department to make an examination readily accessible and available to all applicants on a specified schedule; amending s. 482.161, F.S.; authorizing the department to take specified disciplinary action upon the issuance of a final order imposing civil penalties or a criminal conviction pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act; amending s. 487.044, F.S.; requiring the department to provide in-person and remote testing through a third-party vendor for the examination of an individual seeking a limited certification for pesticide application; authorizing a third-party vendor to collect and retain a convenience fee; amending s. 487.175, F.S.; providing that the department may suspend, revoke, or deny licensure of a pesticide applicator upon issuance of a final order to a licensee which imposes civil penalties or a criminal conviction under the Federal Insecticide, Fungicide, and Rodenticide Act; amending s. 496.404, F.S.; defining the terms "foreign country of concern" and "foreign source of concern"; amending s. 496.405, F.S.; revising which documents a charitable organization or sponsor must file before engaging in specified activities; requiring that any changes to such documents be reported to the department on a specified form in a specified timeframe; revising the requirements of the charitable organization's initial registration statement; authorizing the department to investigate or refer to the Florida Elections Commission certain violations of the charitable organization or sponsor; amending s. 496.415, F.S.; prohibiting specified persons from soliciting or accepting anything of value from a foreign source of concern; providing penalties; amending s. 496.417, F.S.; authorizing the department to investigate or refer to the Florida Elections Commission certain violations of a charitable organization or sponsor; amending s. 496.419, F.S.; providing discretionary penalties for a charitable organization or sponsor whose registration is denied or revoked for submitting a false attestation; creating s. 496.431, F.S.; requiring the department to create the Honest Services Registry to provide residents with information relating to charitable organizations; requiring a charitable organization included in the Honest Services Registry to submit an attestation statement to the department; requiring the department to publish the Honest Services Registry on the department's website; requiring the department to adopt rules; amending s. 500.03, F.S.; revising the definition of the term "cottage food product"; amending s. 500.12, F.S.; providing that the department requires a food

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permit from any person or business that operates a food establishment; revising exceptions; revising the schedule for renewing certain food permits; authorizing the department to establish a single permit renewal date for certain food establishments; amending s. 500.166, F.S.; requiring certain persons engaged in interstate commerce to retain all records that show certain information for a specified timeframe; amending s. 500.172, F.S.; authorizing the department to facilitate the destruction of certain articles that violate specified provisions; prohibiting certain persons from certain actions without permission from, or in accord with a written agreement with, the department; creating s. 500.75, F.S.; providing that it is unlawful to transport or offer to transport, import into this state, sell or offer for sale, furnish, or give away certain spores or mycelium; providing a penalty; creating s. 500.93, F.S.; defining terms; requiring the department to adopt rules to enforce the Food and Drug Administration's standard of identity for milk, meat, poultry, and poultry products, and eggs and egg products to prohibit the sale of plant-based products mislabeled as milk, meat, poultry, or poultry products, or egg or egg products; providing contingent effective dates; requiring the department to adopt rules; providing construction; repealing s. 501.135, F.S., relating to consumer unit pricing; amending s. 501.912, F.S.; revising the definition of the term "antifreeze"; creating s. 525.19, F.S.; requiring the department to create an annual petroleum registration program for petroleum owners or operators; requiring the department to adopt rules for such registration which include specified information; requiring that the registration program be free for all registrants; authorizing the department to require registrants to provide certain information during a state of emergency; creating s. 526.147, F.S.; creating the Florida Retail Fuel Transfer Switch Modernization Grant Program within the department; requiring the grant program to provide funds up to a certain amount to be used for installation and equipment costs related to installing or modernizing transfer switch infrastructure at retail fuel facilities; requiring the department to award funds based on specified criteria; requiring retail fuel facilities awarded grant funds to comply with specified provisions; requiring such facilities to install a transfer switch with specified capabilities; requiring retail fuel facilities to provide specified documentation before being awarded funding; prohibiting certain facilities from being awarded funding; requiring the department, in consultation with the Division of Emergency Management, to adopt rules; requiring that such rules include specified information; amending s. 531.48, F.S.; requiring that certain packages bear specified information on the outside of the package; amending s. 531.49, F.S.; revising requirements for the advertising of a packaged commodity; amending s. 564.06, F.S.; requiring that a certain percentage of revenues collected from certain excise taxes be deposited into the Florida Wine Trust Fund; amending s. 570.07, F.S.; requiring the department to foster and encourage the employment and retention of qualified veterinary pathologists; providing that the department may reimburse the educational expenses of certain veterinary pathologists who enter into a certain agreement with the department; requiring the department to adopt certain rules; requiring the department to extend

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certain opportunities to public school students enrolled in agricultural education to support Future Farmers of America programming; requiring the department to use contracts procured by agencies; defining the term "agency"; amending s. 570.544, F.S.; revising which provisions the director of the Division of Consumer Services must enforce; creating s. 570.546, F.S.; authorizing the department to create a process for the bulk renewal of licenses; authorizing the department to create a process that will allow licensees to align the expiration dates of licenses within a specified program; authorizing the department to change the expiration date for current licenses for a certain purpose; requiring the department to prorate the licensing fee for certain licenses; requiring the department to adopt rules; creating s. 570.694, F.S.; creating the Florida Aquaculture Foundation as a direct support organization within the department; providing the purpose of the foundation; providing governance for the foundation; authorizing the department to appoint an advisory committee adjunct to the foundation; amending s. 570.822, F.S.; defining the term "declared emergency," rather than "declared natural disaster," and revising the definition of the term "program"; providing that loan funds from the department may be used to restock aquaculture; authorizing the department to renew a loan application under certain circumstances; authorizing the department to defer or waive loan payments under certain circumstances; conforming provisions to changes made by the act; creating s. 570.823, F.S.; defining terms; establishing the silviculture emergency recovery program within the department to administer a grant program to assist certain timber landowners; requiring that such grants be used for certain purposes; requiring that only timber lands located on agricultural property are eligible for the program; requiring the department to coordinate with state agencies to provide financial assistance to timber landowners after a specified declared emergency; providing construction; authorizing the department to adopt rules to implement this section including emergency rules that may be effective for a specified timeframe; creating s. 570.831, F.S.; requiring, subject to appropriation of funds, the Cattle Enhancement Board, Inc., in coordination with the department, to establish a Florida beef marketing program; providing a purpose for such program; amending s. 581.1843, F.S.; deleting provisions that exclude certain citrus nurseries from certain requirements; deleting provisions relating to regulated areas around the perimeter of commercial citrus nurseries; repealing ss. 593.101, 593.102, 593.103, 593.104, 593.105, 593.106, 593.107, 593.108, 593.109, 593.11, 593.111, 593.112, 593.113, 593.114, 593.1141, 593.1142, 593.115, 593.116, and 593.117, F.S., relating to the Florida Boll Weevil Eradication Law; definitions; powers and duties of Department of Agriculture and Consumer Services; the entry of premises to carry out boll weevil eradication activities and inspections; reports by persons growing cotton; quarantine areas and the regulation of articles within a boll weevil eradication zone; the regulation of collection, transportation, distribution, and movement of cotton; cooperative programs for persons engaged in growing, processing, marketing, or handling cotton; the department's authority to designate eradication zones, prohibit planting of cotton, and require participation in eradication program;

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regulation of the pasturage of livestock, entry by persons, and location of honeybee colonies in eradication zones and other areas; eligibility for certification of cotton growers' organization; the certification of cotton growers' organization; a referendum; an assessment; the department's authority to enter agreements with the Farm Service Agency; liens; mandamus or injunction; penalty for violation; and the handling of moneys received, respectively; amending s. 595.404, F.S.; revising the department's powers and duties regarding school nutrition programs; amending s. 599.002, F.S.; renaming the Viticulture Advisory Council as the Florida Wine Advisory Council; revising the membership of the Florida Wine Advisory Council; conforming provisions to changes made by the act; amending s. 599.003, F.S.; renaming the State Viticulture Plan as the State Wine Plan; conforming provisions to changes made by the act; amending s. 599.004, F.S.; making technical changes; providing that wineries that fail to recertify annually or pay a specified licensing fee are subject to certain actions and costs; conforming provisions to changes made by the act; amending s. 599.012, F.S.; conforming provisions to changes made by the act; amending s. 616.12, F.S.; deleting provisions requiring a person who operates a minstrel show in connection with any certain public fairs to pay specified license taxes; deleting a provision that exempts such person from paying specified taxes; creating s. 687.16, F.S.; providing a short title; defining terms; prohibiting a financial institution from discriminating in the provision of financial services to an agricultural producer based on an ESG factor; providing an inference with regard to a certain violation; providing that the financial institution may overcome the inference by making certain demonstrations regarding its denial or restriction of financial services to an agricultural producer; authorizing the Attorney General to enforce specified provisions; providing that a violation of specified provisions constitutes an unfair and deceptive trade practice; authorizing the Attorney General to investigate and seek remedies for such unfair trade practices; authorizing an aggrieved party to seek an action for damages; amending s. 741.0305, F.S.; conforming a cross-reference; amending s. 790.06, F.S.; revising the circumstances under which the department may temporarily suspend a person's license to carry a concealed weapon or concealed firearm or the processing of an application for such license; requiring the department to notify certain licensees or applicants of their right to a hearing; requiring the department to issue an order confirming the end of a suspension within a specified timeframe after an applicant or licensee submits a copy of a specified document to the department; requiring that such document be sent through electronic or certified mail to a specified location; requiring that the suspension remain in effect upon a certain disposition of a criminal case or injunction; providing construction; providing legislative findings; revising the duties of the department after the date of receipt of a completed application for a license to carry a concealed weapon or concealed firearm; requiring that a license issued under this section be temporarily suspended or revoked if the license was issued in error or if the licensee commits certain actions; amending s. 812.0151, F.S.; revising the elements of third degree and second degree felony retail

fuel theft; creating s. 812.136, F.S.; defining terms; providing elements for the crime of mail theft; providing elements of theft of or unauthorized reproduction of a mail depository key or lock; providing criminal penalties; amending s. 934.50, F.S.; deleting certain exceptions from the prohibited uses of drones; providing that a drone may be used for certain purposes by a local governmental entity or person under contract with or acting under the direction of such entity; creating s. 1013.373, F.S.; prohibiting a local government from adopting any measure to limit the activities of public educational facilities or auxiliary facilities constructed by certain organizations; requiring that lands used for agricultural education or for the Future Farmers of America or 4-H activities be considered agricultural lands; reenacting s. 295.07(5)(a), F.S., relating to preference in appointment and retention, to incorporate the amendment made to s. 110.205, F.S., in a reference thereto; reenacting s. 189.062(1)(a), F.S., relating to special procedures for inactive districts and state aid to counties, to incorporate the amendment made to s. 388.271, F.S., in references thereto; reenacting ss. 482.072(3)(b) and 482.163, F.S., relating to pest control customer contact centers and responsibility for pest control activities of employee, respectively, to incorporate the amendment made to s. 482.161, F.S., in references thereto; reenacting s. 487.156, F.S., relating to governmental agencies, to incorporate the amendment made to s. 487.044, F.S., in a reference thereto; reenacting ss. 496.4055(2) and 496.406(2) and (4), F.S., relating to charitable organization or sponsor board duties and exemption from registration, respectively, to incorporate the amendment made to s. 496.405, F.S., in references thereto; reenacting s. 500.80(1)(a), F.S., relating to cottage food operations, to incorporate the amendment made to s. 500.12, F.S., in a reference thereto; reenacting s. 500.121(6), F.S., relating to disciplinary procedures, to incorporate the amendment made to s. 500.172, F.S., in a reference thereto; reenacting s. 790.061, F.S., relating to judges and justices, to incorporate the amendment made to s. 790.06, F.S., in a reference thereto; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (m) of subsection (2) of section 110.205, Florida Statutes, is amended to read:

110.205 Career service; exemptions.—

(2) EXEMPT POSITIONS.—The exempt positions that are not covered by this part include the following:

(m) All assistant division director, deputy division director, and bureau chief positions in any department, and those positions determined by the department to have managerial responsibilities comparable to such positions, which include, but are not limited to:

1. Positions in The Department of Health and the Department of Children and Families which are assigned primary duties of serving as the superintendent or assistant superintendent of an institution.

2. Positions in The Department of Corrections which are assigned primary duties of serving as the warden, assistant warden, colonel, or major of an institution or that are assigned primary duties of serving as the circuit administrator or deputy circuit administrator.

3. Positions in The Department of Transportation which are assigned primary duties of serving as regional toll managers and managers of offices, as specified in s. 20.23(3)(b) and (4)(c).

4. Positions in The Department of Environmental Protection which are assigned the duty of an Environmental Administrator or program administrator.

5. Positions in The Department of Health which are assigned the duties of Environmental Administrator, Assistant County Health Department Director, and County Health Department Financial Administrator.

6. Positions in The Department of Highway Safety and Motor Vehicles which are assigned primary duties of serving as captains in the Florida Highway Patrol.

7. Positions in the Department of Agriculture and Consumer Services which are assigned primary duties of serving as captains or majors in the Office of Agricultural Law Enforcement.

Unless otherwise fixed by law, the department shall set the salary and benefits of the positions listed in this paragraph in accordance with the rules established for the Selected Exempt Service.

Section 2. Present paragraphs (a) through (d) of subsection (2) of section 163.3162, Florida Statutes, are redesignated as paragraphs (b) through (e), respectively, a new paragraph (a) and paragraphs (f) and (g) are added to that subsection, and subsections (5), (6), and (7) are added to that section, to read:

163.3162 Agricultural Lands and Practices.—

(2) DEFINITIONS.—As used in this section, the term:

(a) "Department" means the Department of Agriculture and Consumer Services.

(f) "Housing site" means the totality of development supporting authorized housing, including buildings, mobile homes, barracks, dormitories used as living quarters, parking areas, common areas such as athletic fields or playgrounds, storage structures, and other related structures.

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(g) "Legally verified agricultural worker" means a person who:

1. Is lawfully present in the United States;

2. Meets the definition of eligible worker pursuant to 29 C.F.R. s. 502.10;

3. Has been verified through the process provided in s. 448.095(2) and is authorized to work at the time of employment;

4. Is seasonally or annually employed in bona fide agricultural production;

5. Remains lawfully present and authorized to work throughout the duration of that employment; and

6. Is not an unauthorized alien as defined in s. 448.095(1).

(5) HOUSING FOR LEGALLY VERIFIED AGRICULTURAL WORKERS.—

(a) A governmental entity may not adopt or enforce any legislation, regulation, or ordinance to inhibit the construction or installation of housing for legally verified agricultural workers on land classified as agricultural land pursuant to s. 193.461 which is operated as a bona fide farm except as provided in this subsection.

(b) Construction or installation of housing units for legally verified agricultural workers on parcels of land classified as agricultural land under s. 193.461 must satisfy all of the following criteria:

1. The dwelling units must meet federal, state, and local building standards, including standards of the Department of Health adopted pursuant to ss. 381.008-381.00897 and federal standards for H-2A visa housing. If a written notice of intent is required to be submitted to the Department of Health pursuant to s. 381.0083, the appropriate governmental entity with jurisdiction over the agricultural lands may also require submittal of a copy of the written notice.

2. The housing site must be maintained in a neat, orderly, and safe manner.

3. All structures containing dwelling units must be located a minimum of 10 feet apart.

4. The square footage of the housing site's climate-controlled facilities may not exceed 1.5 percent of the property's area or 35,000 square feet, whichever is less.

5. A housing site must provide front, side, and rear yard setbacks of at least 50 feet. However, an internal project driveway may be located in the required yard space if the yard is adjacent to a public roadway or to property that is under common ownership with the housing site.

6. A housing site may not be located less than 100 feet from a property line adjacent to property zoned for residential use. If the housing site is located less than 250 feet from any property line, screening must be provided between the housing site and any residentially developed adjacent parcels that are under different ownership. The screening may be designed in any of the following ways:

a. Evergreen plants that, at the time of planting, are at least 6 feet in height and provide an overall screening opacity of 75 percent;

b. A masonry wall at least 6 feet in height and finished on all sides with brick, stone, or painted or pigmented stucco;

c. A solid wood or PVC fence at least 6 feet in height with the finished side of the fence facing out;

d. A row of evergreen shade trees that, at the time of planting, are at least 10 feet in height, a minimum of 2-inch caliper, and spaced no more than 20 feet apart; or

e. A berm made with a combination of the materials listed in sub-subparagraphs a.-d., which is at least 6 feet in height and provides an overall screening opacity of 75 percent at the time of installation.

7. All access driveways that serve the housing site must be made of packed shell, gravel, or a similar material that will provide a relatively dust-free surface.

(c) Any local ordinance adopted pursuant to this subsection must comply with all state and federal regulations for migrant farmworker housing, as applicable, including rules adopted by the Department of Health pursuant to ss. 381.008-381.00897 and federal regulations under the Migrant and Seasonal Agricultural Worker Protection Act or the H-2A visa program. A governmental entity may adopt local government land use regulations that are less restrictive than this subsection, but which still meet regulations established by the Department of Health pursuant to ss. 381.008-381.00897 and federal regulations under the Migrant and Seasonal Agricultural Worker Protection Act or the H-2A visa program. An ordinance adopted pursuant to this paragraph may not conflict with the definition and requirements of a legally verified agricultural worker.

(d) Beginning July 1, 2025, a property owner must maintain records of all approved permits, including successor permits, for migrant labor camps or residential migrant housing as required under s. 381.0081. A property owner must maintain such records for at least 3 years and make the records available for inspection within 14 days after receipt of a request for records by a governmental entity.

(e) A housing site may not continue to be used and may be required to be removed under the following circumstances:

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1. If, for any reason, a housing site is not being used for legally verified agricultural workers for longer than 365 days, any structure used as living quarters must be removed from the housing site within 180 days after receipt of written notification from the county unless the property owner can demonstrate that use of the site for housing legally verified agricultural workers will occur within 90 days after the written notification.

2. If the property on which the housing site is located ceases to be classified as agricultural land pursuant to s. 193.461.

3. If the permit authorized by the Department of Health for the housing site is revoked, all structures must be removed from the housing site within 180 days after receipt of written notification from the county unless the permit is reinstated by the Department of Health.

4. If a housing site is found to be occupied by any person who does not meet the definition of a legally verified agricultural worker, or is otherwise unlawfully present in the United States. A property owner who violates this subparagraph is subject to a Class I fine pursuant to s. 570.971, not to exceed $1,000, for the first violation, and a Class II fine, not to exceed $5,000, for any subsequent violations. The fines shall be collected by the clerk of the court of the county in which the violation occurred.

(f) Notwithstanding this subsection, the construction or installation of housing for legally verified agricultural workers in the Florida Keys Area of Critical State Concern and the City of Key West Area of Critical State Concern is subject to the permit allocation systems of the Florida Keys Area of Critical State Concern and the City of Key West Area of Critical State Concern, respectively.

(g) A housing site that was constructed and in use before July 1, 2024, may continue to be used, and the property owner may not be required by a governmental entity to make changes to meet the requirements of this subsection, unless the housing site will be enlarged, remodeled, renovated, or rehabilitated. The property owner of a housing site authorized under this paragraph must provide regular maintenance and repair, including compliance with health and safety regulations and maintenance standards, for such housing site to ensure the health, safety, and habitability of the housing site.

(6) DATA COLLECTION.—The department shall adopt rules providing for:

(a) A method for governmental entities to submit reports of property owners who have a housing site for legally verified agriculture workers on lands classified as agricultural land pursuant to s. 193.461, as provided in this section.

(b) A method for persons to submit complaints for review and investigation by the department.

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Governmental entities shall provide this information quarterly to the department in a format and timeframe prescribed by rule.

(7) ENFORCEMENT.—

(a) In addition to the enforcement methods of employment verification outlined in s. 448.095, the department shall enforce the requirements of subsection (5). Enforcement includes completing routine inspections based on a random sample of data collected by government entities and submitted to the department, the investigation and review of complaints, and the enforcement of violations.

(b) The department shall submit the information collected to the State Board of Immigration Enforcement on a quarterly basis, except that the first quarter shall begin 60 days after the first quarterly data report under subsection (6) by a governmental entity is received and reviewed by the department.

Section 3. Subsection (3) of section 201.25, Florida Statutes, is amended to read:

201.25 Tax exemptions for certain loans.—There shall be exempt from all taxes imposed by this chapter:

(3) Any loan made by the Agriculture and Aquaculture Producers Emergency ~~Natural Disaster~~ Recovery Loan Program pursuant to s. 570.822.

Section 4. Subsection (19) is added to section 253.0341, Florida Statutes, to read:

253.0341 Surplus of state-owned lands.—

(19) Notwithstanding any other law or rule, the Department of Agriculture and Consumer Services may surplus lands acquired pursuant to s. 366.20 which are determined to be suitable for bona fide agricultural production, as defined in s. 193.461. The Department of Agriculture and Consumer Services shall consult with the Department of Environmental Protection in the process of making such determination. In the event that lands acquired pursuant to s. 366.20, which are determined to be suitable for bona fide agricultural production are surplused, the Department of Agriculture and Consumer Services must retain a rural-lands-protection easements pursuant to s. 570.71(3), and all proceeds must be deposited into the Incidental Trust Fund within the Department of Agriculture and Consumer Services for less than fee simple land acquisition pursuant to ss. 570.71 and 570.715. By January 1, 2026, and each January 1 thereafter, the Department of Agriculture and Consumer Services shall provide a report of lands surplused pursuant to this subsection to the board.

(a) Any lands designated as a state forest, state park, or wildlife management area are ineligible to be surplused pursuant to this subsection.

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(b) This subsection is retroactive to January 1, 2009.

Section 5. Present paragraphs (a) through (d) and (e) of subsection (2) of section 330.41, Florida Statutes, are redesignated as paragraphs (b) through (e) and (j), respectively, and subsection (6) of that section is redesignated as subsection (8), a new paragraph (a) and paragraphs (f), (g), (h), and (i) are added to subsection (2) of that section and a new subsection (6) and subsection (7) are added to that section, and paragraph (d) of subsection (4) of that section is amended, to read:

330.41 Unmanned Aircraft Systems Act.—

(2) DEFINITIONS.—As used in this act, the term:

(a) "Commercial property" means real property other than residential property. The term includes, but is not limited to, a property zoned multifamily residential which is comprised of five or more dwelling units, and real property used for commercial, industrial, or agricultural purposes.

(f) "Private property" means any residential or commercial property.

(g) "Property owner" means the owner or owners of record of real property. The term includes real property held in trust for the benefit of one or more individuals, in which case the individual or individuals may be considered as the property owner or owners, provided that the trustee provides written consent. The term does not include persons renting, using, living, or otherwise occupying real property.

(h) "Residential property" means real property zoned as residential or multifamily residential and composed of four or fewer dwelling units.

(i) "Sport shooting and training range" has the same meaning as in s. 790.333(3)(h).

(4) PROTECTION OF CRITICAL INFRASTRUCTURE FACILITIES.

(d) This subsection and paragraph (2)(b) ~~paragraph (2)(a)~~ shall sunset 60 days after the date that a process pursuant to s. 2209 of the FAA Extension, Safety and Security Act of 2016 becomes effective.

(6) PROTECTION OF AGRICULTURAL LANDS.—

(a) A person may not knowingly or willfully do any of the following on lands classified as agricultural lands pursuant to s. 193.461:

1. Operate a drone.

2. Allow a drone to make contact with any person or object on the premises of or within the boundaries of such lands.

3. Allow a drone to come within a distance close enough to such lands to interfere with or cause a disturbance to agricultural production.

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(b) A person who violates paragraph (a) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. A person who commits a second or subsequent violation commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) This subsection does not apply to actions identified in paragraph (a) which are committed by:

1. The owner of the agricultural lands.

2. A person acting under the prior written consent of the owner of the agricultural lands.

3. A person or entity acting in compliance with the provisions of s. 934.50.

(7) PROTECTION OF PRIVATE PROPERTY AND STATE HUNTING LANDS.—

(a) A person may not knowingly or willfully allow a drone to make contact with private property, state wildlife management lands, or a sport shooting and training range or any person or object on the premises of or within such property with the intent to harass.

(b) A person who violates paragraph (a) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. A person who commits a second or subsequent violation commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) A person who violates paragraph (a) and records video of the private property, state wildlife management lands, or sport shooting and training range, including any person or object on the premises of or within the private property, state wildlife management lands, or sport shooting and training range, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. A person who commits a second or subsequent violation commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(d) This subsection does not apply to actions identified in paragraph (a) which are committed by:

1. The property owner of the private property or sport shooting and training range, or a person acting under the prior written consent of the property owner.

2. A person or entity acting in compliance with the provisions of s. 934.50.

Section 6. Effective July 31, 2026, section 366.20, Florida Statutes, is created to read:

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366.20 Sale and management of lands owned by electric utilities.—

(1) Lands acquired by an electric utility, as defined in s. 366.02(4), on or after January 1, 2009, which have been classified as agricultural lands pursuant to s. 193.461 at any time in the 5 years preceding the acquisition of the land by the electric utility must be offered for fee simple acquisition by the Department of Agriculture and Consumer Services through the process outlined in subsection (3) before offering for sale or transferring the land to a private individual or entity.

(2) Lands owned by an electric utility, as defined in s. 366.02(4), on or after January 1, 2009, which were classified as agricultural lands pursuant to s. 193.461 at any time in the 5 years preceding the date of acquisition of the land by the electric utility must be offered for fee simple acquisition by the department through the process outlined in subsection (3) before offering for sale or transferring the land to a private individual or entity.

(3)(a) Within 30 days before offering for sale or transferring lands identified pursuant to subsection (1) or subsection (2) to a private individual or entity, an electric utility must issue a written intent to sell sent through certified mail to the Commissioner of Agriculture.

(b) Within 30 days after the date of receipt by certified mail of the written intent by an electric utility to sell or transfer such land, the commissioner may issue a written intent to purchase via certified mail to the electric utility that issued the intent to sell. If the commissioner declines, or does not issue an intent to purchase within the 30 day timeframe, the electric utility is released from the requirements of this section.

(4) Offers accepted by the department pursuant to paragraph (3)(b) which are received no later than 6 months before the start of the regular legislative session must be executed no later than July 31 following that regular legislative session.

(5) The department shall adopt rules to implement this section.

Section 7. Present subsections (3) and (4) of section 366.94, Florida Statutes, are redesignated as subsections (4) and (5), respectively, a new subsection (3) is added to that section, and subsection (2) of that section is amended, to read:

366.94 Electric vehicle charging.—

(2)(a) As used in this section, the term "electric vehicle charging station" means the area in the immediate vicinity of electric vehicle supply equipment and includes the electric vehicle supply equipment, supporting equipment, and associated parking spaces. The regulation of electric vehicle charging stations is preempted to the state.

(b)~~(a)~~ A local governmental entity may not enact or enforce an ordinance or regulation related to electric vehicle charging stations.

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~~(3)(a)(b)~~ The Department of Agriculture and Consumer Services shall adopt rules to implement this subsection and to provide requirements for electric vehicle charging stations to allow for consistency for consumers and the industry.

(b) The department may adopt rules to protect the public health, safety, and welfare and establish standards for the placement, design, installation, maintenance, and operation of electric vehicle charging stations.

(c) Local governmental entities shall issue permits for electric vehicle charging stations based solely upon standards established by department rule and other applicable provisions of state law. The department shall prescribe by rule the time period for approving or denying permit applications.

(d) Before a charger at an electric vehicle charging station is placed into service for use by the public, the charger must be registered with the department on a form prescribed by department rule.

(e) The department shall have the authority to inspect electric vehicle charging stations, conduct investigations, and enforce this subsection and any rules adopted thereto. The department may impose one or more of the following penalties against a person who violates this subsection or any rule adopted under this subsection:

1. Issuance of a warning letter.

2. Imposition of an administrative fine in the Class II category pursuant to s. 570.971 for each violation.

(f) If the department determines that an electric vehicle charging station or any associated equipment presents a threat to the public health, safety, or welfare, the department may issue an immediate final order prohibiting the use of the electric vehicle charging station or any portion thereof.

(g) In addition to the remedies provided in this subsection, and notwithstanding the existence of any adequate remedy at law, the department may bring an action to enjoin a violation of this subsection or rules adopted under this subsection in the circuit court of the county in which the violation occurs or is about to occur. Upon demonstration of competent and substantial evidence by the department to the court of the violation or threatened violation, the court shall immediately issue the temporary or permanent injunction sought by the department. The injunction must be issued without bond.

Section 8. Present subsections (10) and (11) of section 388.011, Florida Statutes, are redesignated as subsections (11) and (12), respectively, a new subsection (10) is added to that section, and subsections (2) and (5) of that section are amended, to read:

388.011 Definitions.—As used in this chapter:

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(2) "Board of commissioners" means the governing body of any mosquito control program ~~district~~, and may include boards of county commissioners, city councils, municipalities, or other similar governing bodies when context so indicates.

(5) "District" means any mosquito control special district established in this state by law for the express purpose of controlling arthropods within boundaries of such ~~said~~ districts.

(10) "Program" means any governmental jurisdiction that conducts mosquito control, whether it be a special district, county, or municipality.

Section 9. Section 388.021, Florida Statutes, is amended to read:

388.021 Creation of mosquito control special districts.—

(1) The abatement or suppression of arthropods, whether disease-bearing or merely pestiferous, within any or all counties of this state is advisable and necessary for the maintenance and betterment of the comfort, health, and welfare of the people thereof and is found and declared to be for public purposes. Areas where arthropods incubate, hatch, or occur in significant numbers so as to constitute a public health, welfare, or nuisance problem may be controlled or abated as provided in this chapter or the rules promulgated hereunder. Therefore, any municipality ~~city~~, town, or county, or any portion or portions thereof, whether such portion or portions include incorporated territory or portions of two or more counties in the state, may be created into a special taxing district for the control of arthropods under the provisions of this chapter.

(2) It is the legislative intent that ~~those~~ mosquito control districts established prior to July 1, 1980, pursuant to the petition process contained in former s. 388.031, may continue to operate as outlined in this chapter. However, on and after that date, no mosquito control districts may be created except pursuant to s. 125.01.

Section 10. Section 388.181, Florida Statutes, is amended to read:

388.181 Power to do all things necessary.—The respective programs ~~districts~~ of the state are hereby fully authorized to do and perform all things necessary to carry out the intent and purposes of this law.

Section 11. Subsections (1), (2), (4), and (5) of section 388.201, Florida Statutes, are amended to read:

388.201 Program ~~District~~ budgets; hearing.—

(1) The fiscal year of programs ~~districts~~ operating under ~~the provisions of~~ this chapter shall be the 12-month period extending from October 1 of one year through September 30 of the following year. The governing board of the programs ~~district~~ shall before July 15 of each year complete the preparation of a tentative detailed work plan budget covering its proposed operations

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and requirements for arthropod control measures during the ensuing fiscal year and, for the purpose of determining eligibility for state aid, shall submit copies as may be required to the department for review and approval. The tentative detailed work plan budget must ~~shall~~ set forth, classified by account number, title and program items, and by fund from which to be paid, the proposed expenditures of the program ~~district~~ for construction, for acquisition of land, and other purposes, for the operation and maintenance of the program's ~~district's~~ works, the conduct of the program ~~district~~ generally, to which may be added an amount to be held as a reserve.

(2) The tentative detailed work plan budget must ~~shall~~ also show the estimated amount which will appear at the beginning of the fiscal year as obligated upon commitments made but uncompleted,~~. There shall be shown~~ the estimated unobligated or net balance which will be on hand at the beginning of the fiscal year, and the estimated amount to be raised by county, municipality, or district taxes and from any and all other sources for meeting the program's ~~the district's~~ requirements.

(4) The governing board shall:

(a) ~~Shall~~ Consider objections filed against adoption of the tentative detailed work plan budget and in its discretion may amend, modify, or change such budget; and

(b) ~~Shall~~ By September 30, adopt and execute on a form furnished by the department a certified budget for the programs ~~district~~ which shall be the operating and fiscal guide for the program ~~district~~. Certified copies of this budget must ~~shall~~ be submitted by September 30 to the department for approval.

(5) County commissioners' mosquito and arthropod control budgets or the budgets of a similar governing body of a county, city, or town must ~~shall~~ be made and adopted as prescribed by subsections (1) and (2); summary figures must ~~shall~~ be incorporated into the county budgets as prescribed by the Department of Financial Services.

Section 12. Section 388.241, Florida Statutes, is amended to read:

388.241 Board of county commissioners vested with powers and duties of board of commissioners in certain counties.—In those counties or municipalities where there has been no formation of a separate or special board of commissioners, all the rights, powers, and duties of a board of commissioners as conferred in this chapter shall be vested in the board of county commissioners or similar governing body of said county or municipality.

Section 13. Section 388.261, Florida Statutes, is amended to read:

388.261 State aid to counties, municipalities, and districts for arthropod control; distribution priorities and limitations.—

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(1) A county, municipality, or district may, without contributing matching funds, receive state funds, supplies, services, or equipment in an amount of no more than $75,000 ~~$50,000~~ per year for up to 3 years for any new program for the control of mosquitoes and other arthropods which serves an area not previously served by the county, municipality, or district. These funds may be expended for any and all types of control measures approved by the department.

(2) Every county, municipality, or district budgeting local funds to be used exclusively for the control of mosquitoes and other arthropods, under a plan submitted by the county, municipality, or district and approved by the department, is eligible to receive state funds and supplies, services, and equipment on a dollar-for-dollar matching basis to the amount of local funds budgeted. If state funds appropriated by the Legislature are insufficient to grant each county, municipality, or district state funds on a dollar-for-dollar matching basis to the amount budgeted in local funds, the department must ~~shall~~ distribute the funds as prescribed by rule. Such rules must ~~shall~~ provide for up to 80 percent of the funds to be distributed to programs with local funds for mosquito control budgets of less than $1 million, if the county, municipality, or district meets the eligibility requirements. The funds must ~~shall~~ be distributed as equally as possible within the category of counties pursuant to this section. The remaining funds must ~~shall~~ be distributed as prescribed by rule among the remaining counties to support mosquito control and to support research, education, and outreach.

(3) Every county shall be limited to receive a total of $120,000 of state funds, exclusive of state funds brought forward, during any one year.

(4) Up to 20 percent of the annual funds appropriated to local governments for arthropod control may be used for arthropod control research or demonstration projects as approved by the department.

(5) If more than one program ~~local mosquito control agency~~ exists in a county or municipality, the funds must ~~shall~~ be prorated between the programs ~~agencies~~ based on the population served by each program ~~agency~~.

(6) The Commissioner of Agriculture may exempt counties, municipalities, or districts from the requirements in subsection (1), subsection (2), or subsection (3) when the department determines state funds, supplies, services, or equipment are necessary for the immediate control of mosquitoes and other arthropods that pose a threat to human or animal health.

(7) The department may use state funds appropriated for a county, municipality, or district under subsection (1) or subsection (2) to provide state mosquito or other arthropod control equipment, supplies, or services when requested by a county, municipality, or district eligible to receive state funds under s. 388.271.

(8) The department is authorized to use up to 5 percent of the funds appropriated annually by the Legislature under this section to provide

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technical assistance to the counties, municipalities, or districts, or to purchase equipment, supplies, or services necessary to administer the provisions of this chapter.

Section 14. Subsections (1) and (2) of section 388.271, Florida Statutes, are amended to read:

388.271 Prerequisites to participation.—

(1) When state funds are involved, it is the duty of the department to guide, review, approve, and coordinate the activities of all county and municipal governments and special districts receiving state funds in furtherance of the goal of integrated arthropod control. Each program ~~county~~ eligible to participate may, and each district must, begin participation on October 1 of any year by filing with the department not later than July 15 a tentative integrated arthropod management plan ~~work plan~~ and tentative detailed ~~work plan~~ budget providing for the control of arthropods. Following approval of the plan and budget by the department, a copy ~~two copies~~ of the program's ~~county's or district's~~ certified budget based on the approved integrated arthropod management ~~work~~ plan and detailed ~~work plan~~ budget must ~~shall~~ be submitted to the department by September 30 ~~following~~. State funds, supplies, and services must ~~shall~~ be made available to such program ~~county or district~~ by and through the department ~~immediately~~ upon release of funds by the Executive Office of the Governor.

(2) All purchases of supplies, materials, and equipment by programs must ~~counties or districts shall~~ be made in accordance with the laws governing purchases by boards of county commissioners or similar governing bodies, except that programs ~~districts~~ with special laws relative to competitive bidding shall make purchases in accordance therewith.

Section 15. Subsections (1) and (3) of section 388.281, Florida Statutes, are amended to read:

388.281 Use of state matching funds.—

(1) All funds, supplies, and services released to programs ~~counties and districts~~ hereunder must ~~shall~~ be used in accordance with the integrated arthropod management ~~detailed work~~ plan and certified budget approved by both the department and the board of commissioners or an appropriate representative ~~county or district~~. The integrated arthropod management plan and budget may be amended at any time upon prior approval of the department.

(3) In any program ~~county or district~~ where the arthropod problem has been eliminated, or reduced to such an extent that it does not constitute a health, comfort, or economic problem as determined by the department, the maximum amount of state funds available under this chapter shall be reduced to the amount necessary to meet actual need.

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Section 16. Subsections (1) and (2) of section 388.291, Florida Statutes, are amended to read:

388.291 Source reduction measures; supervision by department.—

(1) Any program ~~county or district~~ may perform source reduction measures in conformity with good engineering practices in any area, provided that the department cooperating with the county, municipality, or district has approved the operating or construction plan as outlined in the integrated arthropod management plan and that it has been determined by criteria contained in rule that the area or areas to be controlled would produce arthropods in significant numbers to constitute a health or nuisance problem.

(2) The program ~~county or district~~ shall manage the detailed business affairs and supervise the ~~said~~ work, and the department shall advise the programs ~~districts~~ as to the best and most effective measures to be used in bringing about better temporary control and the permanent elimination of breeding conditions. The department may at its discretion discontinue any state aid provided hereunder in the event it finds the jointly agreed upon program is not being followed or is not efficiently and effectively administered.

Section 17. Section 388.301, Florida Statutes, is amended to read:

388.301 Payment of state funds; supplies and services.—State funds shall be payable ~~quarterly~~, in accordance with the rules of the department, upon requisition by the department to the Chief Financial Officer. The department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more programs ~~counties or districts~~.

Section 18. Section 388.311, Florida Statutes, is amended to read:

388.311 Carry over of state funds and local funds.—State and local funds budgeted for the control of mosquitoes and other arthropods shall be carried over at the end of the program's ~~county or district's~~ fiscal year, and rebudgeted for such control measures the following fiscal year.

Section 19. Section 388.321, Florida Statutes, is amended to read:

388.321 Equipment to become property of a program ~~the county or district~~.—All equipment purchased under this chapter with state funds made available directly to a program ~~the county or district~~ shall become the property of the program ~~county or district~~ unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the program ~~county or district~~.

Section 20. Section 388.322, Florida Statutes, is amended to read:

388.322 Record and inventory of certain property.—A record and inventory of certain property purchased with state funds for arthropod control use owned by the program must ~~district shall~~ be maintained in accordance with s. 274.02.

Section 21. Section 388.323, Florida Statutes, is amended to read:

388.323 Disposal of surplus property.—Surplus property shall be disposed of according to the provisions set forth in s. 274.05 with the following exceptions:

(1) Serviceable equipment purchased using state funds for arthropod control use no longer needed by a program must ~~county or district shall~~ first be offered to any ~~or all~~ other programs ~~counties or districts~~ engaged in arthropod control at a price established by the board of commissioners owning the equipment.

(2) The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, must ~~shall~~ be followed if it is determined that no other program ~~county or district~~ engaged in arthropod control has need for the equipment.

(3) All proceeds from the sale of any real or tangible personal property owned by the program and purchased using state funds ~~county or district~~ shall be deposited in the program's ~~county's or district's~~ state fund account unless otherwise specifically designated by the department.

Section 22. Section 388.341, Florida Statutes, is amended to read:

388.341 Reports of expenditures and accomplishments.—Each program receiving state aid ~~county and district participating~~ under ~~the provisions of~~ this chapter shall within 30 days after the end of each month submit to the department a monthly report for the preceding month of expenditures from all funds for arthropod control, and each program participating under this chapter shall provide such reports of activities and accomplishments as may be required by the department.

Section 23. Section 388.351, Florida Statutes, is amended to read:

388.351 Transfer of equipment, personnel, and supplies during an emergency.—The department, upon notifying a program ~~county or district~~ and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one program ~~district~~ to another in the event of an emergency brought about by an arthropod-borne epidemic or other disaster requiring emergency control.

Section 24. Subsection (7) of section 388.361, Florida Statutes, is amended to read:

388.361 Department authority and rules; administration.—

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(7) The department shall have the authority to collect, detect, suppress, and control mosquitoes and other arthropods that are determined by the State Health Officer to pose a threat to public health, or determined by the Commissioner of Agriculture to pose a threat to animal health, wherever they may occur on public or private land in this state, and to do all things necessary in the exercise of such authority. Prior to the start of treatments for the control of mosquitoes or other arthropods, the department shall consult with the mosquito control programs ~~districts~~ in the proposed treatment areas, the Department of Health, the Department of Environmental Protection, and the Fish and Wildlife Conservation Commission regarding the proposed locations, dates, and methods to be used.

Section 25. Subsections (2) and (3) of section 388.3711, Florida Statutes, are amended to read:

388.3711 Enforcement.—

(2) The department may issue a written warning, impose a fine; deny, suspend, or revoke any license or certification~~,~~ or the disbursal of state aid; or deny participation, in accordance with the provisions of chapter 120, upon any one or more of the following grounds as may be applicable:

(a) Violation of any rule of the department or provision of this chapter.

(b) Violation of FIFRA or any relevant EPA rule or regulation pertaining to the use of arthropod control pesticides by the licensee.

(c) Failure to give the department, or any authorized representative thereof, true information upon request regarding methods and materials used, work performed, or other information essential to the administration of this chapter.

(3) The department may, if it finds a violation is of such nature or circumstances that imposition of a fine, or denial, revocation, or suspension of a certification or license or disbursal of state aid would be detrimental to the public or be unnecessarily harsh under the circumstances, in its discretion, place the offending party on probation for a period of not more than 2 years. If the department determines that the terms of such probation have been violated, it may reinstitute license or certification or state aid denial, suspension, or revocation proceedings.

Section 26. Section 388.381, Florida Statutes, is amended to read:

388.381 Cooperation by programs ~~counties and district~~.—Any program conducting ~~county or district carrying on an~~ arthropod control ~~program~~ may cooperate with another county, district, or municipality in carrying out work ~~a program~~ for the control of mosquitoes and other arthropods, by agreement as to the program and reimbursement thereof, when approved by the department.

Section 27. Section 388.391, Florida Statutes, is amended to read:

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388.391 Control measures in municipalities and portions of counties located outside boundaries of programs ~~districts~~.—Any program ~~district~~ whose operation is limited to a portion of the county in which it is located may perform any control measures authorized by this chapter in any municipality located in the same county or in any portions of the same county, where there is no established program ~~district~~, when requested to do so by the municipality or county, pursuant to s. 388.381.

Section 28. Section 388.401, Florida Statutes, is amended to read:

388.401 Penalty for damage to property or operations.—Whoever ~~shall~~ willfully damages ~~damage~~ any of the property of any program ~~county or district~~ created under this or other chapters, or any works constructed, maintained, or controlled by such program ~~county or district~~, or who obstructs ~~shall obstruct~~ or causes ~~cause~~ to be obstructed any of the operations of such program ~~county or district~~, or who ~~shall~~ knowingly or willfully violates ~~violate~~ any provisions of this chapter or any rule or regulation promulgated by any board of commissioners of any program, commits ~~county or district shall be guilty of~~ a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Section 29. Paragraph (a) of subsection (2) of section 388.46, Florida Statutes, is amended to read:

388.46 Florida Coordinating Council on Mosquito Control; establishment; membership; organization; responsibilities.—

(2) MEMBERSHIP, ORGANIZATION, AND RESPONSIBILITIES.—

(a) *Membership.*—The Florida Coordinating Council on Mosquito Control shall be composed ~~comprised~~ of the following representatives or their authorized designees:

1. The Secretary of Environmental Protection.

2. The State Surgeon General.

3. The executive director of the Fish and Wildlife Conservation Commission.

4. The state epidemiologist.

5. The Commissioner of Agriculture.

6. The Board of Trustees of the Internal Improvement Trust Fund.

7. Representatives from:

a. The University of Florida, Institute of Food and Agricultural Sciences, Florida Medical Entomological Research Laboratory.

b. The United States Environmental Protection Agency.

c. The United States Department of Agriculture, Center of Medical, Agricultural, and Veterinary Entomology ~~Insects Affecting Man Laboratory~~.

d. The United States Fish and Wildlife Service.

8. Four ~~Two~~ mosquito control directors to be nominated by the Florida Mosquito Control Association, two representatives of Florida environmental groups, and two private citizens who are property owners whose lands are regularly subject to mosquito control operations, to be appointed to 4-year terms by the Commissioner of Agriculture and serve until his or her successor is appointed.

Section 30. Paragraph (d) of subsection (7) of section 403.067, Florida Statutes, is amended to read:

403.067 Establishment and implementation of total maximum daily loads.—

(7) DEVELOPMENT OF BASIN MANAGEMENT PLANS AND IMPLEMENTATION OF TOTAL MAXIMUM DAILY LOADS.—

(d) *Enforcement and verification of basin management action plans and management strategies.*—

1. Basin management action plans are enforceable pursuant to this section and ss. 403.121, 403.141, and 403.161. Management strategies, including best management practices and water quality monitoring, are enforceable under this chapter.

2. No later than January 1, 2017:

a. The department, in consultation with the water management districts and the Department of Agriculture and Consumer Services, shall initiate rulemaking to adopt procedures to verify implementation of water quality monitoring required in lieu of implementation of best management practices or other measures pursuant to sub-subparagraph (b)2.g.;

b. The department, in consultation with the water management districts and the Department of Agriculture and Consumer Services, shall initiate rulemaking to adopt procedures to verify implementation of nonagricultural interim measures, best management practices, or other measures adopted by rule pursuant to subparagraph (c)1.; and

c. The Department of Agriculture and Consumer Services, in consultation with the water management districts and the department, shall initiate rulemaking to adopt procedures to verify implementation of agricultural interim measures, best management practices, or other measures adopted by rule pursuant to subparagraph (c)2.

The rules required under this subparagraph shall include enforcement procedures applicable to the landowner, discharger, or other responsible

person required to implement applicable management strategies, including best management practices or water quality monitoring as a result of noncompliance.

3. At least every 2 years, the Department of Agriculture and Consumer Services shall perform onsite inspections of each agricultural producer that enrolls in a best management practice, except those enrolled by rule in subparagraph 4., to ensure that such practice is being properly implemented. Such verification must include a collection and review of the best management practice documentation from the previous 2 years required by rules adopted pursuant to subparagraph (c)2., including, but not limited to, nitrogen and phosphorus ~~fertilizer~~ application records, which must be collected and retained pursuant to subparagraphs (c)3., 4., and 6. The Department of Agriculture and Consumer Services shall initially prioritize the inspection of agricultural producers located in the basin management action plans for Lake Okeechobee, the Indian River Lagoon, the Caloosahatchee River and Estuary, and Silver Springs.

4. The Department of Agriculture and Consumer Services is authorized to adopt rules establishing an enrollment in best management practices by rule process that agricultural pollutant sources and agricultural producers may use in lieu of the best management practices adopted in paragraph (c) and identify best management practices for landowners of parcels which meet the following requirements:

a. A parcel not more than 25 acres in size;

b. A parcel designated as agricultural land use by the county in which it is located or the parcel is granted agricultural tax classification by the county property appraiser of the county in which it is located;

c. A parcel with water use not exceeding 100,000 gallons per day on average unless the entire use is met using recycled water from wet detention treatment ponds or reuse water;

d. A parcel where the agricultural activity on the parcel is not a vegetable crop, an agronomic crop, a nursery, or a dairy operation;

e. A parcel not abutting an impaired water body identified in subsection (4); and

f. A parcel not part of a larger operation that is enrolled in the Department of Agriculture and Consumer Services best management practices or conducting water quality monitoring prescribed by the department or a water management district.

Such requirements must specify design or performance criteria that, if applied, would result in compliance with appropriate water quality standards. The Department of Agriculture and Consumer Services is authorized to adopt additional eligibility criteria for landowners or producers to use enrollment by rule and to revoke enrollment by rule.

5. The Department of Agriculture and Consumer Services shall annually perform onsite inspections of 20 percent for all enrollments that meet the qualifications pursuant to subparagraph 4. by rule within basin management action plan areas, to ensure that practices are being properly implemented. Such inspections must include a collection and review of the identified best management practice documentation from the previous 2 years required by rules adopted pursuant to subparagraph (c)2. All agricultural producers enrolled by rule in a best management practice must annually submit nutrient records, including nitrogen and phosphorus application records for the previous calendar year, to the Department of Agriculture and Consumer Services as required by rules adopted pursuant to subparagraph (c)2. The Department of Agriculture and Consumer Services shall collect and retain these nutrient records pursuant to subparagraphs (c)3., 4., and 6.

Section 31. Subsection (19) is added to section 403.852, Florida Statutes, to read:

403.852 Definitions; ss. 403.850-403.864.—As used in ss. 403.850-403.864:

(19) "Water quality additive" means any chemical, additive, or substance that is used in a public water system for the purpose of:

(a) Meeting or surpassing primary or secondary drinking water standards;

(b) Preventing, reducing, or removing contaminants; or

(c) Improving water quality.

Section 32. Subsection (8) is added to section 403.859, Florida Statutes, to read:

403.859 Prohibited acts.—The following acts and the causing thereof are prohibited and are violations of this act:

(8) The use of any additive in a public water system which does not meet the definition of a water quality additive as defined in s. 403.852(19).

Section 33. Subsection (10) of section 482.111, Florida Statutes, is amended to read:

482.111 Pest control operator's certificate.—

(10) In order to renew a certificate, the certificateholder must complete 2 hours of approved continuing education on legislation, safety, pesticide labeling, and integrated pest management and 2 hours of approved continuing education in each category of her or his certificate or must pass an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect

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and retain a convenience fee ~~given by the department~~. The department may not renew a certificate if the continuing education or examination requirement is not met.

(a) Courses or programs, to be considered for credit, must include one or more of the following topics:

1. The law and rules of this state pertaining to pest control.

2. Precautions necessary to safeguard life, health, and property in the conducting of pest control and the application of pesticides.

3. Pests, their habits, recognition of the damage they cause, and identification of them by accepted common name.

4. Current accepted industry practices in the conducting of fumigation, termites and other wood-destroying organisms pest control, lawn and ornamental pest control, and household pest control.

5. How to read labels, a review of current state and federal laws on labeling, and a review of changes in or additions to labels used in pest control.

6. Integrated pest management.

(b) The certificateholder must submit with her or his application for renewal a statement certifying that she or he has completed the required number of hours of continuing education. The statement must be on a form prescribed by the department and must identify at least the date, location, provider, and subject of the training and must provide such other information as required by the department.

(c) The department shall charge the same fee for examination as provided in s. 482.141(2).

Section 34. Subsection (1) of section 482.141, Florida Statutes, is amended to read:

482.141 Examinations.—

(1) Each individual seeking certification must satisfactorily pass an examination which must be written but ~~which~~ may include practical demonstration. The department shall provide in-person and remote testing through a third-party vendor. A third-party vendor may collect and retain a convenience fee ~~hold at least two examinations each year~~. An applicant may seek certification in one or more categories.

Section 35. Paragraph (b) of subsection (1) of section 482.155, Florida Statutes, is amended to read:

482.155 Limited certification for governmental pesticide applicators or private applicators.—

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(1)

(b) A person seeking limited certification under this subsection must pass an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee ~~given or approved by the department~~. Each application for examination must be accompanied by an examination fee set by the department, in an amount of not more than $150 or less than $50; and a recertification fee of $25 every 4 years. Until rules setting these fees are adopted by the department, the examination fee is $50. Application for recertification must be accompanied by proof of having completed 4 classroom hours of acceptable continuing education. The limited certificate expires 4 years after the date of issuance. If the certificateholder fails to renew his or her certificate and provide proof of completion of the required continuing education units within 60 days after the expiration date, the certificateholder may be recertified only after reexamination. The department shall make available ~~provide~~ the appropriate reference material ~~and make the examination readily accessible and available to all applicants at least quarterly or as necessary in each county~~.

Section 36. Subsection (2) of section 482.156, Florida Statutes, is amended to read:

482.156 Limited certification for commercial landscape maintenance personnel.—

(2)(a) A person seeking limited certification under this section must pass an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee ~~given by the department~~. Each application for examination must be accompanied by an examination fee set by rule of the department, in an amount of not more than $150 or less than $50. Before the department issues a limited certification under this section, each person applying for the certification must furnish proof of having a certificate of insurance which states that the employer meets the requirements for minimum financial responsibility for bodily injury and property damage required by s. 482.071(4).

(b) The department shall make available ~~provide~~ the appropriate reference materials for the examination and provide in-person and remote testing through a third-party vendor. A third-party vendor may collect and retain a convenience fee ~~make the examination readily accessible and available to applicants at least quarterly or as necessary in each county~~.

Section 37. Subsection (2) of section 482.157, Florida Statutes, is amended to read:

482.157 Limited certification for commercial wildlife management personnel.—

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(2) The department shall issue a limited certificate to an applicant who:

(a) Submits an application and examination fee of at least $150, but not more than $300, as prescribed by the department by rule;

(b) Passes an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee ~~administered by the department~~. The department shall make available ~~provide~~ the appropriate study materials for the examination ~~and make the examination readily available to applicants in each county as necessary, but not less frequently than quarterly~~; and

(c) Provides proof, including a certificate of insurance, that the applicant has met the minimum bodily injury and property damage insurance requirements in s. 482.071(4).

Section 38. Paragraph (m) is added to subsection (1) of section 482.161, Florida Statutes, to read:

482.161 Disciplinary grounds and actions; reinstatement.—

(1) The department may issue a written warning to or impose a fine against, or deny the application for licensure or licensure renewal of, a licensee, certified operator, limited certificateholder, identification cardholder, or special identification cardholder or any other person, or may suspend, revoke, or deny the issuance or renewal of any license, certificate, limited certificate, identification card, or special identification card that is within the scope of this chapter, in accordance with chapter 120, upon any of the following grounds:

(m) Issuance of a final order imposing civil penalties under subsection 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) or a criminal conviction under subsection 14(b) of FIFRA.

Section 39. Subsection (2) of section 487.044, Florida Statutes, is amended to read:

487.044 Certification; examination.—

(2) The department shall require each applicant for a certified applicator's license to demonstrate competence by a written or oral examination in which the applicant must demonstrate adequate knowledge concerning the proper use and application of restricted-use pesticides in each classification for which application for license is made. The department shall provide in-person and remote testing through a third-party vendor. A third-party vendor may collect and retain a convenience fee. The examination may be prepared, administered, and evaluated by the department. Each applicant for a certified applicator's license must ~~shall~~ demonstrate minimum competence as to:

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(a) The proper use of the equipment.

(b) The environmental hazards that may be involved in applying restricted-use pesticides.

(c) Calculating the concentration of restricted-use pesticides to be used in particular circumstances.

(d) Identification of common pests to be controlled and the damages caused by such pests.

(e) Protective clothing and respiratory equipment required during the handling and application of restricted-use pesticides.

(f) General precautions to be followed in the disposal of containers, as well as the cleaning and decontamination of the equipment which the applicant proposes to use.

(g) Applicable state and federal pesticide laws, rules, and regulations.

(h) General safety precautions.

Section 40. Subsection (6) is added to section 487.175, Florida Statutes, to read:

487.175 Penalties; administrative fine; injunction.—

(6) Licensure may be suspended, revoked, or denied by the department, upon the issuance of a final order to a licensee imposing civil penalties under subsection 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) or a criminal conviction under subsection 14(b) of FIFRA.

Section 41. Present subsections (13) through (28) of section 496.404, Florida Statutes, are redesignated as subsections (15) through (30), respectively, and new subsections (13) and (14) are added to that section, to read:

496.404 Definitions.—As used in ss. 496.401-496.424, the term:

(13) "Foreign country of concern" has the same meaning as in s. 286.101(1)(b).

(14) "Foreign source of concern" means any of the following:

(a) The government or any official of the government of a foreign country of concern;

(b) A political party or member of a political party or any subdivision of a political party in a foreign country of concern;

(c) A partnership, an association, a corporation, an organization, or other combination of persons organized under the laws of or having its principal

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place of business in a foreign country of concern, or a subsidiary of such entity;

(d) Any person who is domiciled in a foreign country of concern and is not a citizen or lawful permanent citizen of the United States;

(e) An agent, including a subsidiary or an affiliate of a foreign legal entity, acting on behalf of a foreign source of concern; or

(f) An entity in which a person, entity, or collection of persons or entities described in paragraphs (a)-(e) has a controlling interest. As used in this paragraph, the term "controlling interest" means the possession of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of securities, by contract, or otherwise. A person or an entity that directly or indirectly has the right to vote 25 percent or more of the voting interest of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

Section 42. Present paragraphs (d) through (g) of subsection (2) of section 496.405, Florida Statutes, are redesignated as paragraphs (f) through (i), respectively, new paragraphs (d) and (e) are added to that subsection, subsection (11) is added to that section, and subsection (1) and paragraph (b) of subsection (7) of that section are amended, to read:

496.405 Registration statements by charitable organizations and sponsors.—

(1) A charitable organization or sponsor, unless exempted pursuant to s. 496.406, which intends to solicit contributions in or from this state by any means or have funds solicited on its behalf by any other person, charitable organization, sponsor, commercial co-venturer, or professional solicitor, or that participates in a charitable sales promotion or sponsor sales promotion, must, before engaging in any of these activities, file an initial registration statement, which includes an attestation statement, and a renewal statement annually thereafter, with the department.

(a) Except as provided in paragraph (b), any changes in the information submitted on the initial registration statement or the last renewal statement must be updated annually on a renewal statement provided by the department on or before the date that marks 1 year after the date the department approved the initial registration statement as provided in this section. The department shall annually provide a renewal statement to each registrant by mail or by electronic mail at least 30 days before the renewal date.

(b) Any changes to the information submitted to the department pursuant to paragraph (2)(f) ~~(2)(d)~~ on the initial registration statement, which includes an attestation statement, or the last renewal statement must be reported to the department on a form prescribed by the department within 10 days after the change occurs.

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(c) A charitable organization or sponsor that is required to file an initial registration statement or annual renewal statement may not, before approval of its statement by the department in accordance with subsection (7), solicit contributions or have contributions solicited on its behalf by any other person, charitable organization, sponsor, commercial co-venturer, or professional solicitor or participate in a charitable sales promotion or sponsor sales promotion.

(d) The registration of a charitable organization or sponsor may not continue in effect and shall expire without further action of the department under either of the following circumstances:

1. After the date the charitable organization or sponsor should have filed, but failed to file, its renewal statement in accordance with this section.

2. For failure to provide a financial statement within any extension period provided under s. 496.407.

(2) The initial registration statement must be submitted on a form prescribed by the department, signed by an authorized official of the charitable organization or sponsor who shall certify that the registration statement is true and correct, and include the following information or material:

(d) An attestation statement, which must be submitted on a form prescribed by the department and signed by an authorized official of the charitable organization who shall certify and attest that the charitable organization, if engaged in activities that would require registration pursuant to chapter 106, is registered with the Department of State, pursuant to chapter 106.

(e) An attestation statement on a form prescribed by the department, signed by an authorized official of the charitable organization who shall certify and attest that the charitable organization, if prohibited by applicable federal or state law, is not engaged in activities that would require registration with the Department of State pursuant to chapter 106.

(7)

(b) If a charitable organization or sponsor discloses information specified in subparagraphs (2)(f)2.-7. ~~(2)(d)2.-7.~~ in the initial registration statement or annual renewal statement, the time limits set forth in paragraph (a) are waived, and the department shall process such initial registration statement or annual renewal statement in accordance with the time limits set forth in chapter 120. The registration of a charitable organization or sponsor shall be automatically suspended for failure to disclose any information specified in subparagraphs (2)(f)2.-7. ~~(2)(d)2.-7.~~ until such time as the required information is submitted to the department.

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(11) The department may investigate and refer a charitable organization or sponsor to the Florida Elections Commission for investigation of violations pursuant to chapters 104 and 106.

Section 43. Subsection (20) is added to section 496.415, Florida Statutes, to read:

496.415 Prohibited acts.—It is unlawful for any person in connection with the planning, conduct, or execution of any solicitation or charitable or sponsor sales promotion to:

(20) Solicit or accept contributions or anything of value from a foreign source of concern.

(a) For a first violation of this subsection, this prohibited act is considered involuntary, and shall result in no punitive action from the department if the charitable organization satisfies all of the following requirements:

1. Provides the department with a solicitation or contribution form containing an attestation from such foreign source or country of concern in which the person, country, or entity falsely certifies that they are not a foreign country of concern as defined in s. 496.404(13) or a foreign source of concern as defined in s. 496.404(14);

2. Provides the department with a copy of a refund to the foreign source or country of concern within 30 days after notification by the department of the prohibited act; and

3. Provides the department with a plan of action to prevent the acceptance of contributions from a foreign country or source of concern in future solicitation activities by the charitable organization.

(b) A second or subsequent violation of this subsection is considered voluntary, and the charitable organization or sponsor is subject to the penalties specified in s. 496.419(5) at the discretion of the department.

Section 44. Section 496.417, Florida Statutes, is amended to read:

496.417 Criminal penalties.—Except as otherwise provided in ss. 496.401-496.424, and in addition to any administrative or civil penalties, any person who willfully and knowingly violates ss. 496.401-496.424 commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. For a second or subsequent conviction, such violation constitutes a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. The department may also investigate and refer a charitable organization or sponsor to the Florida Elections Commission for investigation of violations pursuant to chapters 104 and 106.

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Section 45. Subsection (11) is added to section 496.419, Florida Statutes, to read:

496.419 Powers of the department.—

(11) A charitable organization or sponsor whose registration is denied or revoked for submitting a false attestation required pursuant to s. 496.405(2)(d) or (2)(e) is subject to the penalties specified in subsection (5) at the discretion of the department.

Section 46. Section 496.431, Florida Statutes, is created to read:

496.431 Honest Services Registry.—

(1) The department shall create the Honest Services Registry to provide the residents of this state with the information necessary to make an informed choice when deciding which charitable organizations to support.

(2) To be included on the Honest Services Registry, a charitable organization must, at a minimum, submit to the department an attestation statement on a form prescribed by the department, verified as provided in s. 92.525, attesting to all of the following:

(a) That the organization does not solicit or accept, directly or indirectly, contributions, funding, support, or services from a foreign source of concern.

(b) That the organization's messaging and content are not directly or indirectly produced or influenced by a foreign source of concern.

(3) The department shall publish the Honest Services Registry on the department's website.

(4) The department shall adopt rules to implement this section.

Section 47. Paragraph (j) of subsection (1) of section 500.03, Florida Statutes, is amended to read:

500.03 Definitions; construction; applicability.—

(1) For the purpose of this chapter, the term:

(j) "Cottage food product" means food that is not time or temperature controlled for safety or a potentially hazardous food as defined by department rule which is sold by a cottage food operation in accordance with s. 500.80.

Section 48. Paragraphs (a) and (b) of subsection (1) of section 500.12, Florida Statutes, are amended to read:

500.12 Food permits; building permits.—

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(1)(a) A food permit from the department is required of any person or business that ~~who~~ operates a food establishment, except:

1. Persons or businesses operating minor food outlets that sell food that is commercially prepackaged, not potentially hazardous, not age restricted, and not time or temperature controlled for safety, if the shelf space for those items does not exceed 12 total linear feet and no other food is sold by the person or business minor food outlet.

2. Persons subject to continuous, onsite federal or state inspection.

3. Persons selling only legumes in the shell, either parched, roasted, or boiled.

4. Persons selling sugar cane or sorghum syrup that has been boiled and bottled on a premise located within this state. Such bottles must contain a label listing the producer's name and street address, all added ingredients, the net weight or volume of the product, and a statement that reads, "This product has not been produced in a facility permitted by the Florida Department of Agriculture and Consumer Services."

(b) Each food establishment regulated under this chapter must apply for and receive a food permit before operation begins. An application for a food permit from the department must be accompanied by a fee in an amount determined by department rule. The department shall adopt by rule a schedule of fees to be paid by each food establishment as a condition of issuance or renewal of a food permit. Such fees may not exceed $650 and must be used solely for the recovery of costs for the services provided, except that the fee accompanying an application for a food permit for operating a bottled water plant may not exceed $1,000 and the fee accompanying an application for a food permit for operating a packaged ice plant may not exceed $250. The fee for operating a bottled water plant or a packaged ice plant must be set by rule of the department. Food permits are not transferable from one person or physical location to another. Food permits must be renewed in accordance with subparagraphs 1.-3. If an application for renewal of a food permit is not received by the department on or before its due date, a late fee not exceeding $100 must be paid in addition to the food permit fee before the department may issue the food permit. The moneys collected must be deposited in the General Inspection Trust Fund.

1. A food permit issued to a new food establishment ~~on or after September 1, 2023,~~ is valid for 1 calendar year after the date of issuance and must be renewed annually on or before that date thereafter.

2. ~~Effective January 1, 2024,~~ A food permit issued before September 1, 2023, expires on the month and day the initial permit was issued to the food establishment and must be renewed annually on or before that date thereafter. The department may charge a prorated permit fee for purposes of this subparagraph.

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3. The department may establish a single permit renewal date for multiple food establishments owned by the same entity ~~The owner of 100 or more permitted food establishment locations may elect to set the expiration of food permits for such establishments as December 31 of each calendar year~~.

Section 49. Section 500.166, Florida Statutes, is amended to read:

500.166 Records of interstate shipment.—For the purpose of enforcing this chapter, carriers engaged in interstate commerce and persons receiving food in interstate commerce shall retain all records for 3 years from the date of the record showing the movement in interstate commerce of any food, and the quantity, shipper and consignee thereof and, upon the request by an officer or employee duly designated by the department, permit the officer or employee to have access to and to copy all records showing the movement in interstate commerce of any food, and the quantity, shipper, and consignee thereof.

Section 50. Subsection (1) of section 500.172, Florida Statutes, is amended to read:

500.172 Embargoing, detaining, destroying of food, food processing equipment, or areas that are in violation.—

(1) When the department, or its duly authorized agent who has received appropriate education and training regarding the legal requirements of this chapter, finds or has probable cause to believe that any food, food processing equipment, food processing area, or food storage area is in violation of this chapter or any rule adopted under this chapter so as to be dangerous, unwholesome, mislabeled, fraudulent, or insanitary within the meaning of this chapter, an agent of the department may issue and enforce a stop-sale, stop-use, removal, or hold order, which order gives notice that such article, processing equipment, processing area, or storage area is or is suspected of being in violation and has been detained or embargoed and which order warns all persons not to remove, use, or dispose of such article, processing equipment, processing area, or storage area by sale or otherwise until permission for removal, use, or disposal is given by the department or the court. The department is authorized to enter into a written agreement with the owner of such food, food processing equipment, food processing area, or food storage area, or otherwise facilitate the destruction of any article found or suspected by the department to be in violation of this section. A person may not remove, use, or dispose of such detained or embargoed article, processing equipment, processing area, or storage area by sale or otherwise without such permission from or in accordance with a written agreement with the department.

Section 51. Section 500.75, Florida Statutes, is created to read:

500.75 Mushroom spores and mycelium; offenses.—It is unlawful to transport or offer to transport, import into this state, sell or offer for sale,

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furnish, or give away spores or mycelium capable of producing mushrooms or other material which will contain a controlled substance, including psilocybin or psilocyn, during its lifecycle. A person who violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Section 52. Section 500.93, Florida Statutes, is created to read:

500.93 Mislabeling of plant-based products as milk, meat, or poultry.

(1) As used in this section, the term:

(a) "Egg" or "egg product" has the same meaning as in 21 U.S.C. s. 1033 and the Egg Products Inspection Act.

(b) "FDA" means the United States Food and Drug Administration.

(c) "Meat" has the same meaning as in 9 C.F.R. s. 301.2 and the Federal Meat Inspection Act.

(d) "Milk" has the same meaning as in 21 C.F.R. s. 131.110 and the Grade "A" pasteurized milk ordinance.

(e) "Poultry" or "poultry product" has the same meaning as in 9 C.F.R. s. 381.1 and the Poultry Products Inspection Act.

(2)(a) In accordance with the established standard of identity for milk defined in 21 C.F.R. s. 131.110 and the Grade "A" pasteurized milk ordinance, the department shall adopt rules to enforce the FDA's standard of identity for milk, as adopted in state law, to prohibit the sale of plant-based products mislabeled as milk in this state.

(b) This subsection is effective upon the enactment into law of a mandatory labeling requirement to prohibit the sale of plant-based products mislabeled as milk that is consistent with this section by any 11 of the group of 14 states composed of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

(3)(a) In accordance with the established standard of identity for meat defined in 9 C.F.R. s. 301.2 and the Federal Meat Inspection Act, and both poultry and poultry products defined in 9 C.F.R. s. 381.1 and the Poultry Products Inspection Act, the department shall adopt rules to enforce the FDA's standard of identity for meat, poultry, and poultry products as adopted in this section, to prohibit the sale of plant-based products mislabeled as meat, poultry, or poultry products in this state.

(b) This subsection is effective upon the enactment into law of a mandatory labeling requirement to prohibit the sale of plant-based products mislabeled as meat, poultry, or poultry products which is consistent with this section by any 11 of the group of 14 states composed of Alabama,

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Arkansas, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

(4)(a) In accordance with the established standard of identity for eggs and egg products as defined in 21 U.S.C. s. 1033 and the Egg Products Inspection Act, the department shall adopt rules to enforce the FDA's standard of identity for eggs and egg products, as adopted in state law, to prohibit the sale of plant-based products mislabeled as egg or egg products in this state.

(b) This subsection is effective upon the enactment into law of a mandatory labeling requirement to prohibit the sale of plant-based products mislabeled as egg or egg products that is consistent with this section by any 11 of the group of 14 states composed of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

(5) The Department of Agriculture and Consumer Services shall notify the Division of Law Revision upon the enactment into law by any 11 of the group of 14 states composed of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia of the mandatory labeling requirements pursuant to subsections (2) and (3).

(6) The department shall adopt rules to implement this section.

(7) This section may not be construed to limit the department's authority to enforce laws and regulations.

Section 53. Section 501.135, Florida Statutes, is repealed.

Section 54. Subsection (1) of section 501.912, Florida Statutes, is amended to read:

501.912 Definitions.—As used in ss. 501.91-501.923:

(1) "Antifreeze" means any substance or preparation, including, but not limited to, coolant, antifreeze-coolant, antifreeze and summer coolant, or summer coolant, that is sold, distributed, or intended for use:

(a) As the cooling liquid, or to be added to the cooling liquid, in the cooling system of ~~internal combustion engines of~~ motor vehicles to prevent freezing of the cooling liquid or to lower its freezing point; or

(b) To raise the boiling point of water, aid in vehicle component cooling, or for the prevention of engine overheating, whether or not the liquid is used as a year-round cooling system fluid.

Section 55. Section 525.19, Florida Statutes, is created to read:

525.19 Petroleum registration.—

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(1) The department shall create an annual petroleum registration program for petroleum owners or operators and shall adopt rules detailing the requirements for such registration that include, at minimum:

(a) The name of the petroleum owner or operator;

(b) The address of the petroleum owner or operator;

(c) The phone number of the petroleum owner or operator;

(d) The e-mail address of the petroleum owner or operator;

(e) Requirements for the transfer switch;

(f) Fuel and petroleum infrastructure; and

(g) Fuel and petroleum inventory and delivery information.

(2) The registration program must be free for all registrants.

(3) The department has the authority to require registrants to provide updates related to the status of infrastructure, inventory, and delivery information during a state of emergency as declared by an executive order issued by the Governor.

Section 56. Section 526.147, Florida Statutes, is created to read:

526.147 Florida Retail Fuel Transfer Switch Modernization Grant Program.—

(1)(a) There is created, subject to appropriation, the Florida Retail Fuel Transfer Switch Modernization Grant Program within the Department of Agriculture and Consumer Services.

(b) The grant program shall provide grant funds, not to exceed $10,000 per retail fuel facility, to be used for installation and equipment costs related to installing or modernizing transfer switch infrastructure at retail fuel facilities to allow for the continuity of fueling operations under generated power.

(c) The department shall award funds based upon the following criteria:

1. Up to $10,000, of costs for transfer switch purchase and installation for retail fuel locations in fiscally constrained counties as designated under s. 218.67(1).

2. Up to $5,000, of costs for transfer switch purchase and installation for all other retail fuel locations.

(d) Retail fuel facilities which are awarded grant funds must comply with s. 526.143 and must install a transfer switch capable of operating all

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fuel pumps, dispensing equipment, life safety systems, and payment acceptance equipment using an alternative generated power source.

(e) Before being awarded funding from the department, retail fuel facilities must provide documentation on transfer switch installation and required generator sizing to the department.

(f) Marinas and fueling facilities with fewer than four fueling positions are excluded from being awarded funding through this program.

(g) Fueling facilities subject to s. 526.143(2) are excluded from being awarded funding through this program.

(2) The department, in consultation with the Division of Emergency Management, shall adopt rules to implement and administer this section, including establishing grant application processes for the Florida Retail Fuel Transfer Switch Modernization Grant Program. The rules must include application deadlines and establish the supporting documentation necessary to be provided to the department.

Section 57. Section 531.48, Florida Statutes, is amended to read:

531.48 Declarations of unit price on random packages.—In addition to the declarations required by s. 531.47, any package being one of a lot containing random weights of the same commodity must ~~and bearing the total selling price of the package shall~~ bear on the outside of the package a plain and conspicuous declaration of the price per single unit of weight and the total retail price of the package, as defined by department rule.

Section 58. Section 531.49, Florida Statutes, is amended to read:

531.49 Advertising packages for sale.—~~Whenever~~ A packaged commodity ~~is advertised in any manner with the retail price stated, there shall be~~ closely and conspicuously associated with the retail price must have a declaration of quantity as is required by law or rule to appear on the package.

Section 59. Subsection (10) of section 564.06, Florida Statutes, is amended to read:

564.06 Excise taxes on wines and beverages.—

(10) Fifty percent of all revenues collected from the excise taxes imposed by this section on wine produced by manufacturers in this state from products grown in the state must be deposited into the Florida Wine ~~Viticulture~~ Trust Fund established pursuant to s. 599.012.

Section 60. Present subsections (44), (45), and (46) of section 570.07, Florida Statutes, are redesignated as subsections (47), (48), and (49), respectively, and new subsections (44), (45), and (46) are added to that section, to read:

570.07 Department of Agriculture and Consumer Services; functions, powers, and duties.—The department shall have and exercise the following functions, powers, and duties:

(44)(a) To foster and encourage the employment and retention of qualified veterinary pathologists. The department may reimburse the educational expenses of qualified veterinary pathologists who enter into an agreement with the department to retain employment for a specified period of time.

(b) The department shall adopt rules to administer this subsection.

(45) Subject to appropriation, to extend state and national Future Farmers of America opportunities to any public school student enrolled in agricultural education, at little or no cost to the student or school district, and to support statewide Future Farmers of America programming that helps such students develop their potential for premier leadership, personal growth, and career success.

(46)(a) Notwithstanding ss. 287.042 and 287.057, to use contracts procured by another agency.

(b) As used in this subsection, the term "agency" has the same meaning as provided in s. 287.012.

Section 61. Subsection (2) of section 570.544, Florida Statutes, is amended to read:

570.544 Division of Consumer Services; director; powers; processing of complaints; records.—

(2) The director shall supervise, direct, and coordinate the activities of the division and shall, under the direction of the department, enforce the provisions of ss. 366.94 and ~~ss.~~ 604.15-604.34 and chapters 177, 472, 496, 501, 507, 525, 526, 527, 531, 534, 535, 539, 559, 616, 692, 817, and 849.

Section 62. Section 570.546, Florida Statutes, is created to read:

570.546 Licensing.—

(1) The department is authorized to:

(a) Create a process for the bulk renewal of licenses which will allow licensees the ability, upon request, to submit all license applications of the same type, notwithstanding any provisions of law applicable to each application process.

(b) Create a process that will allow licensees, upon request, to align the expiration dates of licenses within a statutory program.

(c) Change the expiration dates for current licensees for the purpose of reducing large numbers of license expirations that occur during the same month.

(2) The department shall prorate any licensing fee for which the term of the license was reduced for the purposes of alignment.

(3) The department shall adopt rules to implement this section.

Section 63. Section 570.694, Florida Statutes, is created to read:

570.694 Florida Aquaculture Foundation.—

(1) The Florida Aquaculture Foundation is established as a direct-support organization within the Department of Agriculture and Consumer Services. The purpose of the foundation is to:

(a) Conduct programs and activities related to the assistance, promotion, and furtherance of aquaculture and aquaculture producers in this state.

(b) Identify and pursue methods to provide statewide resources and materials for these programs.

(2) The foundation shall be governed by s. 570.691.

(3) The department is authorized to appoint an advisory committee adjunct to the foundation pursuant to s. 570.232.

Section 64. Section 570.822, Florida Statutes, is amended to read:

570.822 Agriculture and Aquaculture Producers Emergency ~~Natural Disaster~~ Recovery Loan Program.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Bona fide farm operation" means a farm operation engaged in a good faith commercial agricultural use of land on land classified as agricultural pursuant to s. 193.461 or on sovereign submerged land that is leased to the applicant by the department pursuant to s. 597.010 and that produces agricultural products within the definition of agriculture under s. 570.02.

(b) "Declared emergency ~~natural disaster~~" means an emergency ~~a natural disaster~~ for which a state of emergency is declared pursuant to s. 252.36 or s. 570.07(21).

(c) "Department" means the Department of Agriculture and Consumer Services.

(d) "Essential physical property" means fences; equipment; structural production facilities, such as shade houses and greenhouses; or other agriculture or aquaculture facilities or infrastructure.

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(e) "Program" means the Agriculture and Aquaculture Producers Emergency ~~Natural Disaster~~ Recovery Loan Program.

(2) USE OF LOAN FUNDS; LOAN TERMS.—

(a) The program is established within the department to make loans to agriculture and aquaculture producers that have experienced damage or destruction from a declared emergency ~~natural disaster~~. Loan funds may be used to restore, repair, or replace essential physical property or remove vegetative debris from essential physical property, or restock aquaculture. A structure or building constructed using loan proceeds must comply with storm-hardening standards for nonresidential farm buildings as defined in s. 604.50(2). The department shall adopt such standards by rule.

(b) The department may make a low-interest or interest-free loan to an eligible applicant. The maximum amount that an applicant may receive during the application period for a loan is $500,000. An applicant may not receive more than one loan per application period and no more than two loans per year or no more than five loans in any 3-year period. A loan term is 10 years.

(3) ELIGIBLE APPLICANTS.—To be eligible for the program, an applicant must:

(a) Own or lease a bona fide farm operation that is located in a county named in a declared emergency ~~natural disaster~~ and that was damaged or destroyed as a result of such declared emergency ~~natural disaster~~.

(b) Maintain complete and acceptable farm records, pursuant to criteria published by the department, and present them as proof of production levels and bona fide farm operations.

(4) LOAN APPLICATION AND AGREEMENT.—

(a) Requests for loans must be made by application to the department. Upon a determination that funding for loans is available, the department shall publicly notice an application period for the declared emergency ~~natural disaster~~, beginning within 60 days after the date of the declared emergency ~~natural disaster~~ and running up to 1 year after the date of the declared emergency ~~natural disaster~~ or until all available loan funds are exhausted, whichever occurs first. The application period may be renewed upon a determination from the department and pursuant to an active declared emergency.

(b) An applicant must demonstrate the need for financial assistance and an ability to repay or meet a standard credit rating determined by the department.

(c) Loans must be made pursuant to written agreements specifying the terms and conditions agreed to by the approved applicant and the

department. The loan agreement must specify that the loan is due upon sale if the property or other collateral for the loan is sold.

(d) An approved applicant must agree to stay in production for the duration of the loan. A loan is not assumable.

(5) LOAN SECURITY REQUIREMENTS.—All loans must be secured by a lien, subordinate only to any mortgage held by a financial institution as defined in s. 655.005, on property or other collateral as set forth in the loan agreement. The specific type of collateral required may vary depending upon the loan purpose, repayment ability, and the particular circumstances of the applicant. The department shall record the lien in public records in the county where the property is located and, in the case of personal property, perfect the security interest by filing appropriate Uniform Commercial Code forms with the Florida Secured Transaction Registry as required pursuant to chapter 679.

(6) LOAN REPAYMENT.—

(a) A loan is due and payable in accordance with the terms of the loan agreement.

(b) The department shall defer payments for the first 3 years of the loan. After 3 years, the department shall reduce the principal balance annually through the end of the loan term such that the original principal balance is reduced by 30 percent. If the principal balance is repaid before the end of the 10th year, the applicant may not be required to pay more than 70 percent of the original principal balance. The approved applicant must continue to be actively engaged in production in order to receive the original principal balance reductions and must continue to meet the loan agreement terms to the satisfaction of the department.

(c) An approved applicant may make payments on the loan at any time without penalty. Early repayment is encouraged as other funding sources or revenues become available to the approved applicant.

(d) All repayments of principal and interest, if applicable, received by the department in a fiscal year must be returned to the loan fund and made available for loans to other applicants in the next application period.

(e) The department may periodically review an approved applicant to determine whether he or she continues to be in compliance with the terms of the loan agreement. If the department finds that an applicant is no longer in production or has otherwise violated the loan agreement, the department may seek repayment of the full original principal balance outstanding, including any interest or costs, as applicable, and excluding any applied or anticipated original principal balance reductions.

(f) The department may defer or waive loan payments if at any time during the repayment period of a loan, the approved applicant experiences a

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significant hardship such as crop loss from a weather-related event or from impacts from a natural disaster or declared emergency.

(7) ADMINISTRATION.—

(a) The department shall create and maintain a separate account in the General Inspection Trust Fund as a fund for the program. All repayments must be returned to the loan fund and made available as provided in this section. Notwithstanding s. 216.301, funds appropriated for the loan program are not subject to reversion. The department shall manage the fund, establishing loan practices that must include, but are not limited to, procedures for establishing loan interest rates, uses of funding, application procedures, and application review procedures. The department is authorized to contract with a third-party administrator to administer the program and manage the loan fund. A contract for a third-party administrator that includes management of the loan fund must, at a minimum, require maintenance of the loan fund to ensure that the program may operate in a revolving manner.

(b) The department shall coordinate with other state agencies and other entities to ensure to the greatest extent possible that agriculture and aquaculture producers in this state have access to the maximum financial assistance available following a declared emergency ~~natural disaster~~. The coordination must endeavor to ensure that there is no duplication of financial assistance between the loan program and other funding sources, such as any federal or other state programs, including public assistance requests to the Federal Emergency Management Agency or financial assistance from the United States Department of Agriculture, which could render the approved applicant ineligible for other financial assistance.

(8) PUBLIC RECORDS EXEMPTION.—

(a) The following information held by the department pursuant to its administration of the program is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

1. Tax returns.

2. Credit history information, credit reports, and credit scores.

(b) This subsection does not prohibit the disclosure of information held by the department pursuant to its administration of the program in an aggregated and anonymized format.

(c) This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2029, unless reviewed and saved from repeal through reenactment by the Legislature.

(9) RULES.—The department shall adopt rules to implement this section.

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(10) REPORTS.—By December 1, 2024, and each December 1 thereafter, the department shall provide a report on program activities during the previous fiscal year to the President of the Senate and the Speaker of the House of Representatives. The report must include information on noticed application periods, the number and value of loans awarded under the program for each application period, the number and value of loans outstanding, the number and value of any loan repayments received, and an anticipated repayment schedule for all loans.

(11) SUNSET.—This section expires July 1, 2043, unless reviewed and saved from repeal through reenactment by the Legislature.

Section 65. Section 570.823, Florida Statutes, is created to read:

570.823 Silviculture emergency recovery program.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Bona fide farm operation" means a farm operation engaged in a good faith commercial agricultural use of land on land classified as agricultural pursuant to s. 193.461 that produces agricultural products within the definition of agriculture under s. 570.02.

(b) "Declared emergency" means an emergency for which a state of emergency is declared pursuant to s. 252.36 or s. 570.07(21).

(c) "Department" means the Department of Agriculture and Consumer Services.

(d) "Program" means the silviculture emergency recovery program.

(2) USE OF GRANT FUNDS; GRANT TERMS.—

(a) The silviculture emergency recovery program is established within the department to administer a grant program to assist timber landowners whose timber land was damaged as a result of a declared emergency. Grants provided to eligible timber landowners must be used for:

1. Timber stand restoration, including downed tree removal on land which will retain the existing trees on site which are lightly or completely undamaged;

2. Site preparation, and tree replanting; or

3. Road and trail clearing on private timber lands to provide emergency access and facilitate salvage operations.

(b) Only timber land located on lands classified as agricultural lands under s. 193.461 are eligible for the program.

(c) The department shall coordinate with state agencies and other entities to ensure to the greatest extent possible that timber landowners

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have access to the maximum financial assistance available following a specified declared emergency. The coordination must endeavor to ensure that there is no duplication of financial assistance between these funds and other funding sources, such as any federal or other state programs, including public assistance requests to the Federal Emergency Management Agency or financial assistance from the United States Department of Agriculture, which would render the approved applicant ineligible for other financial assistance.

(d) The department is authorized to adopt rules to implement this section, including emergency rules. Notwithstanding any other provision of law, emergency rules adopted pursuant to this subsection are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

Section 66. Section 570.831, Florida Statutes, is created to read:

570.831 Florida beef marketing program.—The Cattle Enhancement Board, Inc., in coordination with the department, shall, subject to appropriation, establish a Florida beef marketing program to conduct research designed to expand the uses of beef and beef products and strengthen the market position of Florida's cattle industry through marketing campaigns and promotions within this state and the nation.

Section 67. Subsections (2) and (5) of section 581.1843, Florida Statutes, are amended to read:

581.1843 Citrus nursery stock propagation and production and the establishment of regulated areas around citrus nurseries.—

(2) Effective January 1, 2007, it is unlawful for any person to propagate for sale or movement any citrus nursery stock that was not propagated or grown on a site and within a protective structure approved by the department ~~and that is not at least 1 mile away from commercial citrus groves. A citrus nursery registered with the department prior to April 1, 2006, shall not be required to comply with the 1-mile setback from commercial citrus groves while continuously operating at the same location for which it was registered~~. However, the nursery shall be required to propagate citrus within a protective structure approved by the department. Effective January 1, 2008, it is ~~shall be~~ unlawful to distribute any citrus nursery stock that was not produced in a protective structure approved by the department.

~~(5) The department shall establish regulated areas around the perimeter of commercial citrus nurseries that were established on sites after April 1, 2006, not to exceed a radius of 1 mile. The planting of citrus in an established regulated area is prohibited. The planting of citrus within a 1-mile radius of commercial citrus nurseries that were established on sites prior to April 1, 2006, must be approved by the department. Citrus plants planted within a~~

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~~regulated area prior to the establishment of the regulated area may remain in the regulated area unless the department determines the citrus plants to be infected or infested with citrus canker or citrus greening. The department shall require the removal of infected or infested citrus, nonapproved planted citrus, and citrus that has sprouted by natural means in regulated areas. The property owner shall be responsible for the removal of citrus planted without proper approval. Notice of the removal of citrus trees, by immediate final order of the department, shall be provided to the owner of the property on which the trees are located. An immediate final order issued by the department under this section shall notify the property owner that the citrus trees, which are the subject of the immediate final order, must be removed and destroyed unless the property owner, no later than 10 days after delivery of the immediate final order, requests and obtains a stay of the immediate final order from the district court of appeal with jurisdiction to review such requests. The property owner shall not be required to seek a stay from the department of the immediate final order prior to seeking a stay from the district court of appeal.~~

Section 68. Sections 593.101, 593.102, 593.103, 593.104, 593.105, 593.106, 593.107, 593.108, 593.109, 593.11, 593.111, 593.112, 593.113, 593.114, 593.1141, 593.1142, 593.115, 593.116, and 593.117, Florida Statutes, are repealed.

Section 69. Subsection (11) of section 595.404, Florida Statutes, is amended to read:

595.404 School food and other nutrition programs; powers and duties of the department.—The department has the following powers and duties:

(11) To adopt and implement an appeal process by rule, as required by federal regulations, for applicants and participants under the programs implemented pursuant to this chapter, notwithstanding ss. 120.569, 120.57-120.595, and 120.68 ~~ss. 120.569 and 120.57-120.595~~.

Section 70. Section 599.002, Florida Statutes, is amended to read:

599.002 Florida Wine ~~Viticulture~~ Advisory Council.—

(1) There is created within the Department of Agriculture and Consumer Services the Florida Wine ~~Viticulture~~ Advisory Council, to be composed ~~consist~~ of eight members as follows: the president of the Florida Wine and Grape Growers Association ~~Florida Grape Growers' Association~~ or a designee thereof; a representative from the Institute of Food and Agricultural Sciences; a representative from the viticultural science program at Florida Agricultural and Mechanical University; and five additional commercial members, to be appointed for a 2-year term each by the Commissioner of Agriculture, including a wine producer, a fresh fruit producer, a nonwine product (juice, jelly, pie fillings, etc.) producer, and a viticultural nursery operator.

(2) The meetings, powers and duties, procedures, and recordkeeping of the Florida Wine ~~Viticulture~~ Advisory Council shall be pursuant to s. 570.232.

(3) The primary responsibilities of the Florida Wine ~~Viticulture~~ Advisory Council are to submit to the Commissioner of Agriculture, annually, the industry's recommendations for wine and viticultural research, promotion, and education and, as necessary, the industry's recommendations for revisions to the State Wine ~~Viticulture~~ Plan.

Section 71. Section 599.003, Florida Statutes, is amended to read:

599.003 State Wine ~~Viticulture~~ Plan.—

(1) The Commissioner of Agriculture, in consultation with the Florida Wine ~~Viticulture~~ Advisory Council, shall develop and coordinate the implementation of the State Wine ~~Viticulture~~ Plan, which shall identify problems and constraints of the wine and viticulture industry, propose possible solutions to those problems, and develop planning mechanisms for the orderly growth of the industry, including:

(a) Criteria for wine and viticultural research, service, and management priorities.

(b) Additional proposed legislation that may be required.

(c) Plans and goals to improve research and service capabilities at Florida Agricultural and Mechanical University and the University of Florida in their efforts to address current and future needs of the industry.

(d) The potential for viticulture products in terms of market and needs for development.

(e) Evaluation of wine policy alternatives, including, but not limited to, continued improvement in wine quality, blending considerations, promotion and advertising, labeling and vineyard designations, and development of production and marketing strategies.

(f) Evaluation of production and fresh fruit policy alternatives, including, but not limited to, setting minimum grades and standards, promotion and advertising, development of production and marketing strategies, and setting minimum standards on types and quality of nursery plants.

(g) Evaluation of policy alternatives for nonwine processed products, including, but not limited to, setting minimum quality standards and development of production and marketing strategies.

(h) Research and service priorities for further development of the wine and viticulture industry.

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(i) The identification of state agencies and public and private institutions concerned with research, education, extension, services, planning, promotion, and marketing functions related to wine and viticultural development and the delineation of contributions and responsibilities.

(j) Business planning, investment potential, financial risks, and economics of production and utilization.

(2) A revision and update of the State Wine ~~Viticulture~~ Plan must ~~shall~~ be submitted biennially to the President of the Senate, the Speaker of the House of Representatives, and the chairs of appropriate committees of the Senate and House of Representatives, and a progress report and budget request must ~~shall~~ be submitted annually.

Section 72. Paragraph (a) of subsection (2) and subsection (3) of section 599.004, Florida Statutes, are amended, and paragraph (d) is added to subsection (2) of that section, to read:

599.004 Florida Farm Winery Program; registration; logo; fees.—

(2)(a) The department, in coordination with the Florida Wine ~~Viticulture~~ Advisory Council, shall develop and designate by rule a Florida Farm Winery logo, emblem, and directional sign to guide the public to certified Florida Farm Wineries ~~Winery tourist attractions~~. The logo and emblem of certified Florida Farm Winery signs must ~~shall~~ be uniform.

(d) Wineries that fail to recertify annually or pay the licensing fee required in paragraph (c) are subject to having the signs referenced in paragraph (b) removed and will be responsible for all costs incurred by the Department of Transportation in connection with the removal.

(3) All fees collected, except as otherwise provided by this section, shall be deposited into the Florida Wine ~~Viticulture~~ Trust Fund and used to develop consumer information on the native characteristics and proper use of wines.

Section 73. Section 599.012, Florida Statutes, is amended to read:

599.012 Florida Wine ~~Viticulture~~ Trust Fund; creation.—

(1) There is established the Florida Wine ~~Viticulture~~ Trust Fund within the Department of Agriculture and Consumer Services. The department shall use the moneys deposited in the trust fund pursuant to subsection (2) to do all the following:

(a) Develop and coordinate the implementation of the State Viticulture Plan.

(b) Promote viticulture products manufactured from products grown in the state.

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(c) Provide grants for viticultural research.

(2) Fifty percent of the revenues collected from the excise taxes imposed under s. 564.06 on wine produced by manufacturers in this state from products grown in the state will be deposited in the Florida Wine ~~Viticulture~~ Trust Fund in accordance with that section.

Section 74. Subsection (1) of section 616.12, Florida Statutes, is amended to read:

616.12 Licenses upon certain shows; distribution of fees; exemptions.

(1) Each person who operates any traveling show, exhibition, amusement enterprise, carnival, vaudeville, exhibit, ~~minstrel,~~ rodeo, theatrical, game or test of skill, riding device, dramatic repertoire, other show or amusement, or concession, including a concession operating in a tent, enclosure, or other temporary structure, within the grounds of, and in connection with, any annual public fair held by a fair association shall pay the license taxes provided by law. However, if the association satisfies the requirements of this chapter, including securing the required fair permit from the department, the license taxes and local business tax authorized in chapter 205 are waived and the department shall issue a tax exemption certificate. The department shall adopt the proper forms and rules to administer this section, including the necessary tax exemption certificate, showing that the fair association has met all requirements and that the traveling show, exhibition, amusement enterprise, carnival, vaudeville, exhibit, ~~minstrel,~~ rodeo, theatrical, game or test of skill, riding device, dramatic repertoire, other show or amusement, or concession is exempt.

Section 75. Section 687.16, Florida Statutes, is created to read:

687.16 Florida Farmer Financial Protection Act.—

(1) SHORT TITLE.—This section may be cited as the "Florida Farmer Financial Protection Act."

(2) DEFINITIONS.—As used in this section, the term:

(a) "Agriculture producer" means a person or company authorized to do business in this state and engaged in the production of goods derived from plants or animals, including, but not limited to, the growing of crops, silviculture, animal husbandry, or the production of livestock or dairy products.

(b) "Agritourism activity" has the same meaning as provided in s. 570.86.

(c) "Commissioner" means the Commissioner of Agriculture.

(d) "Company" means a for-profit organization, association, corporation, partnership, joint venture, sole proprietorship, limited partnership, limited liability partnership, or limited liability company, including a wholly owned

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subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations authorized to do business in this state.

(e) "Denies or restricts" means refusing to provide services, terminating existing services, or restricting or burdening the scope or nature of services offered or provided.

(f) "Discriminate in the provision of financial services" means to deny or restrict services and thereby decline to provide financial services.

(g) "ESG factor" means any factor or consideration that is collateral to or not reasonably likely to affect or impact financial risk and includes the promotion, furtherance, or achievement of environmental, social, or political goals, objectives, or outcomes, which may include the agriculture producer's greenhouse gas emissions, use of fossil-fuel derived fertilizer, or use of fossil-fuel powered machinery.

(h) "Farm" means the land, buildings, support facilities, machinery, and other appurtenances used in the production of farm or aquaculture products.

(i) "Financial institution" means a company defined under s. 655.005(1)(h) and (i), which has total assets of more than $100 million. A financial institution includes any affiliate as defined in s. 655.005(1)(a) or subsidiary company as defined in s. 655.005(1)(x), even if such affiliate or subsidiary company is also a financial institution.

(j) "Financial service" means any product or service that is of a financial nature and is offered by a financial institution.

(3) FINANCIAL DISCRIMINATION; AGRICULTURAL PRODUCERS.

(a) A financial institution may not discriminate in the provision of financial services to an agriculture producer based, in whole or in part, upon an ESG factor.

(b) If a financial institution has made any ESG commitment related to agriculture, there is an inference that the institution's denial or restriction of a financial service to an agriculture producer violates paragraph (a).

(c) A financial institution may overcome the inference in paragraph (b) by demonstrating that its denial or restriction of a financial service was based solely on documented risk analysis, and not on any ESG factor.

(4) ENFORCEMENT; COMPENSATORY DAMAGES.—The Attorney General, in consultation with the Office of Financial Regulation, is authorized to enforce subsection (3). Any violation of subsection (3) constitutes an unfair trade practice under part II of chapter 501 and the Attorney General is authorized to investigate and seek remedies as provided in general law. Actions for damages may be sought by an aggrieved party.

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Section 76. Paragraph (a) of subsection (3) of section 741.0305, Florida Statutes, is amended to read:

741.0305 Marriage fee reduction for completion of premarital preparation course.—

(3)(a) All individuals electing to participate in a premarital preparation course shall choose from the following list of qualified instructors:

1. A psychologist licensed under chapter 490.

2. A clinical social worker licensed under chapter 491.

3. A marriage and family therapist licensed under chapter 491.

4. A mental health counselor licensed under chapter 491.

5. An official representative of a religious institution which is recognized under s. 496.404 ~~s. 496.404(23)~~, if the representative has relevant training.

6. Any other provider designated by a judicial circuit, including, but not limited to, school counselors who are certified to offer such courses. Each judicial circuit may establish a roster of area course providers, including those who offer the course on a sliding fee scale or for free.

Section 77. Paragraph (h) of subsection (2), subsection (3), paragraph (c) of subsection (6), and subsection (10) of section 790.06, Florida Statutes, are amended to read:

790.06 License to carry concealed weapon or concealed firearm.—

(2) The Department of Agriculture and Consumer Services shall issue a license if the applicant:

(h) Demonstrates competence with a firearm by any one of the following:

1. Completion of any hunter education or hunter safety course approved by the Fish and Wildlife Conservation Commission or a similar agency of another state;

2. Completion of any National Rifle Association firearms safety or training course;

3. Completion of any firearms safety or training course or class available to the general public offered by a law enforcement agency, junior college, college, or private or public institution or organization or firearms training school, using instructors certified by the National Rifle Association, Criminal Justice Standards and Training Commission, or the Department of Agriculture and Consumer Services;

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4. Completion of any law enforcement firearms safety or training course or class offered for security guards, investigators, special deputies, or any division or subdivision of a law enforcement agency or security enforcement;

5. Presents evidence of equivalent experience with a firearm through participation in organized shooting competition or United States military service;

6. Is licensed or has been licensed to carry a concealed weapon or concealed firearm in this state or a county or municipality of this state, unless such license has been revoked for cause; or

7. Completion of any firearms training or safety course or class conducted by a state-certified or National Rifle Association certified firearms instructor;

A photocopy of a certificate of completion of any of the courses or classes; an affidavit from the instructor, school, club, organization, or group that conducted or taught such course or class attesting to the completion of the course or class by the applicant; or a copy of any document that shows completion of the course or class or evidences participation in firearms competition shall constitute evidence of qualification under this paragraph. A person who conducts a course pursuant to subparagraph 2., subparagraph 3., or subparagraph 7., or who, as an instructor, attests to the completion of such courses, must maintain records certifying that he or she observed the student safely handle and discharge the firearm in his or her physical presence and that the discharge of the firearm included live fire using a firearm and ammunition as defined in s. 790.001;

(3)(a) The Department of Agriculture and Consumer Services shall deny a license if the applicant has been found guilty of, had adjudication of guilt withheld for, or had imposition of sentence suspended for one or more crimes of violence constituting a misdemeanor, unless 3 years have elapsed since probation or any other conditions set by the court have been fulfilled or the record has been sealed or expunged. The Department of Agriculture and Consumer Services shall revoke a license if the licensee has been found guilty of, had adjudication of guilt withheld for, or had imposition of sentence suspended for one or more crimes of violence within the preceding 3 years. The department shall, upon notification by a law enforcement agency, a court, clerk's office, or the Florida Department of Law Enforcement ~~and subsequent written verification~~, temporarily suspend a license or the processing of an application for a license if the licensee or applicant is arrested or formally charged with a crime that would disqualify such person from having a license under this section, until final disposition of the case. The department shall suspend a license or the processing of an application for a license if the licensee or applicant is issued an injunction that restrains the licensee or applicant from committing acts of domestic violence or acts of repeat violence. The department shall notify the licensee or applicant suspended under this section of his or her right to a hearing pursuant to chapter 120. If the criminal case or injunction results in a nondisqualifying

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disposition and the applicant or licensee is otherwise eligible, the suspension shall end. The department must issue an order confirming the end of the suspension within 90 days after the applicant or licensee's submission to the department of a copy of the final resolution of the criminal case or injunction. The copy provided to the department must be sent through electronic or certified mail to a location that shall be specified on the notice of suspension received by the licensee or applicant. If the criminal case or injunction results in a disqualifying disposition, the suspension must remain in effect and the department must proceed with denial or revocation proceedings pursuant to chapter 120.

(b) This subsection may not be construed to limit, restrict, or inhibit the constitutional right to bear arms and carry a concealed weapon in this state. The Legislature finds it a matter of public policy and public safety that it is necessary to ensure that potentially disqualifying information about an applicant or licensee is investigated and processed in a timely manner by the department pursuant to this section. The Legislature intends to clarify that suspensions pursuant to this section are temporary, and the department has the duty to make an eligibility determination and issue a license in the time frame prescribed in this subsection.

(6)

(c) The Department of Agriculture and Consumer Services shall, within 90 days after the date of receipt of the items listed in subsection (5):

1. Issue the license; or

2. Deny the application based solely on the ground that the applicant fails to qualify under the criteria listed in subsection (2) or subsection (3). If the Department of Agriculture and Consumer Services denies the application, it shall notify the applicant in writing, stating the ground for denial and informing the applicant of any right to a hearing pursuant to chapter 120.

3. In the event the result of the criminal history screening identifies ~~department receives~~ criminal history information related to a crime that may disqualify the applicant but does not contain ~~with no~~ final disposition of the crime or lacks sufficient information to make an eligibility determination ~~on a crime which may disqualify the applicant~~, the time limitation prescribed by this paragraph may be extended for up to an additional 45 days after the receipt of the information ~~suspended until receipt of the final disposition or proof of restoration of civil and firearm rights~~. The department may make a request for information to the jurisdiction where the criminal history information originated but must issue a license if it does not obtain a disposition or sufficient information to make an eligibility determination within the additional 45 days if the applicant is otherwise eligible. The department may take any action authorized in this section if it receives disqualifying criminal history information during the additional 45-day review period or after issuance of a license.

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(10) A license issued under this section must ~~shall~~ be temporarily suspended as provided for in subparagraph (6)(c)3., or revoked pursuant to chapter 120 if the license was issued in error or if the licensee:

(a) Is found to be ineligible under the criteria set forth in subsection (2);

(b) Develops or sustains a physical infirmity which prevents the safe handling of a weapon or firearm;

(c) Is convicted of a felony which would make the licensee ineligible to possess a firearm pursuant to s. 790.23;

(d) Is found guilty of a crime under chapter 893, or similar laws of any other state, relating to controlled substances;

(e) Is committed as a substance abuser under chapter 397, or is deemed a habitual offender under s. 856.011(3), or similar laws of any other state;

(f) Is convicted of a second violation of s. 316.193, or a similar law of another state, within 3 years after a first conviction of such section or similar law of another state, even though the first violation may have occurred before the date on which the application was submitted;

(g) Is adjudicated an incapacitated person under s. 744.331, or similar laws of any other state; or

(h) Is committed to a mental institution under chapter 394, or similar laws of any other state.

Notwithstanding s. 120.60(5), service of a notice of the suspension or revocation of a concealed weapon or concealed firearm license must be given by either certified mail, return receipt requested, to the licensee at his or her last known mailing address furnished to the Department of Agriculture and Consumer Services, or by personal service. If a notice given by certified mail is returned as undeliverable, a second attempt must be made to provide notice to the licensee at that address, by either first-class mail in an envelope, postage prepaid, addressed to the licensee at his or her last known mailing address furnished to the department, or, if the licensee has provided an e-mail address to the department, by e-mail. Such mailing by the department constitutes notice, and any failure by the licensee to receive such notice does not stay the effective date or term of the suspension or revocation. A request for hearing must be filed with the department within 21 days after notice is received by personal delivery, or within 26 days after the date the department deposits the notice in the United States mail (21 days plus 5 days for mailing). The department shall document its attempts to provide notice, and such documentation is admissible in the courts of this state and constitutes sufficient proof that notice was given.

Section 78. Subsection (2) of section 812.0151, Florida Statutes, is amended to read:

812.0151 Retail fuel theft.—

(2)(a) A person commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she willfully, knowingly, and without authorization:

1. Breaches a retail fuel dispenser or accesses any internal portion of a retail fuel dispenser; or

2. Possesses any device constructed for the purpose of fraudulently altering, manipulating, or interrupting the normal functioning of a retail fuel dispenser.

(b) A person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she willfully, knowingly, and without authorization:

1. Physically tampers with, manipulates, removes, replaces, or interrupts any mechanical or electronic component located on ~~within~~ the internal or external portion of a retail fuel dispenser; or

2. Uses any form of electronic communication to fraudulently alter, manipulate, or interrupt the normal functioning of a retail fuel dispenser.

(c) A person commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she:

1. Obtains fuel as a result of violating paragraph (a) or paragraph (b); ~~or~~

2. Modifies a vehicle's factory installed fuel tank or possesses any item used to hold fuel which was not fitted to a vehicle or conveyance at the time of manufacture with the intent to use such fuel tank or item to hold or transport fuel obtained as a result of violating paragraph (a) or paragraph (b); or

3. Possesses or uses any form of a payment instrument that can be used, alone or in conjunction with another access device, to authorize a fuel transaction or obtain fuel, including, but not limited to, a plastic payment card with a magnetic stripe or a chip encoded with account information or both, with the intent to defraud the fuel retailer, the authorized payment instrument financial account holder, or the banking institution that issued the payment instrument financial account.

Section 79. Section 812.136, Florida Statutes, is created to read:

812.136 Mail theft.—

(1) As used in this section, unless the context otherwise requires:

(a) "Mail" means any letter, postal card, parcel, envelope, package, bag, or any other sealed article addressed to another, along with its contents.

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(b) "Mail depository" means a mail box, letter box, mail route, or mail receptacle of a postal service, an office of a postal service, or mail carrier of a postal service, or a vehicle of a postal service or any other authorized receptacle.

(c) "Postal service" means the United States Postal Service or its contractors, or any commercial courier that delivers mail.

(2) Any of the following acts constitutes mail theft:

(a) Knowingly removing mail from a mail depository or taking mail from a mail carrier of a postal service with an intent to either temporarily or permanently:

1. Deprive the intended recipient of such mail of his or her right to the mail.

2. Appropriate the mail to his or her own use or the use of any person not entitled to the use of such mail.

(b) Knowingly obtaining custody of mail by fraud or deception with an intent to either temporarily or permanently:

1. Deprive the intended recipient of such mail of his or her right to the mail.

2. Appropriate the mail to his or her own use or the use of any person not entitled to the use of the mail.

(c) Selling, receiving, possessing, transferring, buying, or concealing mail in violation of paragraph (a) or paragraph (b) of this subsection, while knowing or having reason to know the mail was obtained illegally.

(3) Any of the following constitutes theft of or unauthorized reproduction of a mail depository key or lock:

(a) Knowingly obtaining or using, or endeavoring to obtain or use, any key or lock used by a postal service for a mail depository with the intent to either temporarily or permanently:

1. Deprive the owner of such key or lock of his or her right to such key or lock.

2. Appropriate the key or lock to his or her own use or the use of any person not entitled to the use of such key or lock.

(b) Knowingly and unlawfully making, forging, or counterfeiting any such key or possessing any such key or lock adopted by a postal service with the intent to unlawfully or improperly use, sell, or otherwise dispose of the key or lock, or to cause the key or lock to be unlawfully or improperly used, sold, or otherwise disposed.

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(c) Selling, receiving, possessing, transferring, buying, or concealing a key or lock obtained in violation of paragraph (a) or paragraph (b) while knowing or having reason to know such key or lock was obtained illegally.

(4)(a) Except as provided in paragraph (b), a violation of this section is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(b) A second or subsequent violation of this section is a felony of the third degree, punishable as provided in s. 775.082 or s. 775.084.

Section 80. Paragraph (i) of subsection (4) of section 934.50, Florida Statutes, is amended, and a new paragraph (q) is added to that subsection, to read:

934.50 Searches and seizure using a drone.—

(4) EXCEPTIONS.—This section does not prohibit the use of a drone:

~~(i) By a person or an entity engaged in a business or profession licensed by the state, or by an agent, employee, or contractor thereof, if the drone is used only to perform reasonable tasks within the scope of practice or activities permitted under such person's or entity's license. However, this exception does not apply to a profession in which the licensee's authorized scope of practice includes obtaining information about the identity, habits, conduct, movements, whereabouts, affiliations, associations, transactions, reputation, or character of any society, person, or group of persons.~~

(q) By a local governmental entity, or a person under contract with or acting under the direction of such entity, for the purpose of managing and eradicating plant or animal diseases or activities consistent with chapters 369, 388, and 487.

Section 81. Section 1013.373, Florida Statutes, is created to read:

1013.373 Educational facilities used for agricultural education.—

(1) Notwithstanding any other provision of law, a local government may not adopt any ordinance, regulation, rule, or policy to prohibit, restrict, regulate, or otherwise limit any activities of public educational facilities and auxiliary facilities constructed by a board for agricultural education, for Future Farmers of America or 4-H activities, or the storage of any animal or equipment therein.

(2) Lands used for agricultural education or for Future Farmers of America or 4-H activities are considered agricultural lands pursuant to s. 193.461 and subject to s. 823.14.

Section 82. For the purpose of incorporating the amendment made by this act to section 110.205, Florida Statutes, in a reference thereto,

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paragraph (a) of subsection (5) of section 295.07, Florida Statutes, is reenacted to read:

295.07 Preference in appointment and retention.—

(5) The following positions are exempt from this section:

(a) Those positions that are exempt from the state Career Service System under s. 110.205(2); however, all positions under the University Support Personnel System of the State University System as well as all Career Service System positions under the Florida College System and the School for the Deaf and the Blind, or the equivalent of such positions at state universities, Florida College System institutions, or the School for the Deaf and the Blind, are not exempt.

Section 83. For the purpose of incorporating the amendment made by this act to section 388.271, Florida Statutes, in a reference thereto, paragraph (a) of subsection (1) of section 189.062, Florida Statutes, is reenacted to read:

189.062 Special procedures for inactive districts.—

(1) The department shall declare inactive any special district in this state by documenting that:

(a) The special district meets one of the following criteria:

1. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government notifies the department in writing that the district has taken no action for 2 or more years;

2. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government notifies the department in writing that the district has not had a governing body or a sufficient number of governing body members to constitute a quorum for 2 or more years;

3. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government fails to respond to an inquiry by the department within 21 days;

4. The department determines, pursuant to s. 189.067, that the district has failed to file any of the reports listed in s. 189.066;

5. The district has not had a registered office and agent on file with the department for 1 or more years;

6. The governing body of a special district provides documentation to the department that it has unanimously adopted a resolution declaring the

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special district inactive. The special district is responsible for payment of any expenses associated with its dissolution;

7. The district is an independent special district or a community redevelopment district created under part III of chapter 163 that has reported no revenue, no expenditures, and no debt under s. 189.016(9) or s. 218.32 for at least 5 consecutive fiscal years beginning no earlier than October 1, 2018. This subparagraph does not apply to a community development district established under chapter 190 or to any independent special district operating pursuant to a special act that provides that any amendment to chapter 190 to grant additional powers constitutes a power of that district; or

8. For a mosquito control district created pursuant to chapter 388, the department has received notice from the Department of Agriculture and Consumer Services that the district has failed to file a tentative work plan and tentative detailed work plan budget as required by s. 388.271.

Section 84. For the purpose of incorporating the amendment made by this act to section 482.161, Florida Statutes, in a reference thereto, paragraph (b) of subsection (3) of section 482.072, Florida Statutes, is reenacted to read:

482.072 Pest control customer contact centers.—

(3)

(b) Notwithstanding any other provision of this section:

1. A customer contact center licensee is subject to disciplinary action under s. 482.161 for a violation of this section or a rule adopted under this section committed by a person who solicits pest control services or provides customer service in a customer contact center.

2. A pest control business licensee may be subject to disciplinary action under s. 482.161 for a violation of this section or a rule adopted under this section committed by a person who solicits pest control services or provides customer service in a customer contact center operated by a licensee if the licensee participates in the violation.

Section 85. For the purpose of incorporating the amendment made by this act to section 482.161, Florida Statutes, in a reference thereto, section 482.163, Florida Statutes, is reenacted to read:

482.163 Responsibility for pest control activities of employee.—Proper performance of pest control activities by a pest control business employee is the responsibility not only of the employee but also of the certified operator in charge, and the certified operator in charge may be disciplined pursuant to the provisions of s. 482.161 for the pest control activities of an employee. A licensee may not automatically be considered responsible for violations

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made by an employee. However, the licensee may not knowingly encourage, aid, or abet violations of this chapter.

Section 86. For the purpose of incorporating the amendment made by this act to section 487.044, Florida Statutes, in a reference thereto, section 487.156, Florida Statutes, is reenacted to read:

487.156 Governmental agencies.—All governmental agencies shall be subject to the provisions of this part and rules adopted under this part. Public applicators using or supervising the use of restricted-use pesticides shall be subject to examination as provided in s. 487.044.

Section 87. For the purpose of incorporating the amendment made by this act to section 496.405, Florida Statutes, in a reference thereto, subsection (2) of section 496.4055, Florida Statutes, is reenacted to read:

496.4055 Charitable organization or sponsor board duties.—

(2) The board of directors, or an authorized committee thereof, of a charitable organization or sponsor required to register with the department under s. 496.405 shall adopt a policy regarding conflict of interest transactions. The policy shall require annual certification of compliance with the policy by all directors, officers, and trustees of the charitable organization. A copy of the annual certification shall be submitted to the department with the annual registration statement required by s. 496.405.

Section 88. For the purpose of incorporating the amendment made by this act to section 496.405, Florida Statutes, in references thereto, subsections (2) and (4) of section 496.406, Florida Statutes, are reenacted to read:

496.406 Exemption from registration.—

(2) Before soliciting contributions, a charitable organization or sponsor claiming to be exempt from the registration requirements of s. 496.405 under paragraph (1)(d) must submit annually to the department, on forms prescribed by the department:

(a) The name, street address, and telephone number of the charitable organization or sponsor, the name under which it intends to solicit contributions, the purpose for which it is organized, and the purpose or purposes for which the contributions to be solicited will be used.

(b) The tax exempt status of the organization.

(c) The date on which the organization's fiscal year ends.

(d) The names, street addresses, and telephone numbers of the individuals or officers who have final responsibility for the custody of the contributions and who will be responsible for the final distribution of the contributions.

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(e) A financial statement of support, revenue, and expenses and a statement of functional expenses that must include, but not be limited to, expenses in the following categories: program, management and general, and fundraising. In lieu of the financial statement, a charitable organization or sponsor may submit a copy of its Internal Revenue Service Form 990 and all attached schedules or Internal Revenue Service Form 990-EZ and Schedule O.

(4) Exemption from the registration requirements of s. 496.405 does not limit the applicability of other provisions of this section to a charitable organization or sponsor.

Section 89. For the purpose of incorporating the amendment made by this act to section 500.12, Florida Statutes, in a reference thereto, paragraph (a) of subsection (1) of section 500.80, Florida Statutes, is reenacted to read:

500.80 Cottage food operations.—

(1)(a) A cottage food operation must comply with the applicable requirements of this chapter but is exempt from the permitting requirements of s. 500.12 if the cottage food operation complies with this section and has annual gross sales of cottage food products that do not exceed $250,000.

Section 90. For the purpose of incorporating the amendment made by this act to section 500.172, Florida Statutes, in a reference thereto, subsection (6) of section 500.121, Florida Statutes, is reenacted to read:

500.121 Disciplinary procedures.—

(6) If the department determines that a food offered in a food establishment is labeled with nutrient claims that are in violation of this chapter, the department shall retest or reexamine the product within 90 days after notification to the manufacturer and to the firm at which the product was collected. If the product is again found in violation, the department shall test or examine the product for a third time within 60 days after the second notification. The product manufacturer shall reimburse the department for the cost of the third test or examination. If the product is found in violation for a third time, the department shall exercise its authority under s. 500.172 and issue a stop-sale or stop-use order. The department may impose additional sanctions for violations of this subsection.

Section 91. For the purpose of incorporating the amendment made by this act to section 790.06, Florida Statutes, in a reference thereto, section 790.061, Florida Statutes, is reenacted to read:

790.061 Judges and justices; exceptions from licensure provisions.—A county court judge, circuit court judge, district court of appeal judge, justice of the supreme court, federal district court judge, or federal court of appeals judge serving in this state is not required to comply with the provisions of s. 790.06 in order to receive a license to carry a concealed weapon or firearm, except that any such justice or judge must comply with the provisions of s.

790.06(2)(h). The Department of Agriculture and Consumer Services shall issue a license to carry a concealed weapon or firearm to any such justice or judge upon demonstration of competence of the justice or judge pursuant to s. 790.06(2)(h).

Section 92. Except as otherwise expressly provided in this act, this act shall take effect July 1, 2025.

Approved by the Governor May 15, 2025.

Filed in Office Secretary of State May 15, 2025.

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Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #21: (First Reading) Ordinance No. 2025-06 - Village Code Amendment - Section 14-61 - Hours of Operation of Establishments where served and Section 34-891 - Hours of Operation and Hours of Construction Activity

SUMMARY: The Planning, Zoning, and Building staff are requesting a housekeeping amendment to the Village Code, specifically Chapter 14 - Businesses, Article III - Alcoholic Beverages, Section 14-61 - Hours of Operation for Establishments Serving Alcohol. They are also proposing amendments to Chapter 34 - Land Development, Article VI - Land Use, Division 7 - Supplemental District Regulations, Section 34-891 - Hours of Operation and Hours of Construction Activity. These amendments aim to clarify existing provisions regarding the dispensing and selling of alcoholic beverages in accordance with Florida Statutes. The goal is to ensure that the operating hours for establishments selling alcoholic beverages are clearly defined for both on-premise and off-premise consumption.

Additionally, the staff seeks to allow full-service or gas stations (with or without convenience stores) to operate at regular hours from 6:00 am to midnight. These establishments would also have the option to apply for an administrative variance, or request an extension of their operating hours from the Village Council.

It is important to note that the provisions in Section 34-891 concerning hours of operation for selling alcoholic beverages for off-premises consumption will be removed and relocated to Section 14-61, consolidating all regulations regarding alcoholic beverages into one section.

The hours of operation for establishments dispensing and selling alcoholic beverages are as follows:

All establishments wherein alcoholic beverages are dispensed for on-premises consumption	7:00 am – 2:00 am Sunday does not commence until noon.	If located within 250 feet of a residential district, 7:00 am – 11:00 pm
Restaurants	As late as 11:00 pm	
Package liquor stores for consumption off-premises	7:00 am – 2:00 am	
All establishments (except for package liquor stores) wherein alcoholic beverages are sold for off-premises consumption	7:00 am - 11:00 pm	Administrative variance can be approved to extend its hours from 11:00 pm to Midnight

A fuel station or gas station, with or without a convenience store, legally exists within the Village as of October 1, 2025.	6:00 am - Midnight	Administrative variance can be approved to extend the hours. However, such extended hours should not include selling alcoholic beverages.
All new fuel stations or gas stations, with or without a convenience store, do not legally exist within the Village as of October 1, 2025.	6:00 am - Midnight	Variance requires council approval

The proposed Ordinance was prepared by the Village Attorney and reviewed by the Planning, Zoning & Building Director and the Police Chief.

FISCAL IMPACT:
Amending the Land Development Regulations does not have a fiscal impact on the Village.

ATTACHMENTS:
1. Ordinance No. 2025-06 - Hours of Operation and Serving Alcoholic Beverages

ORDINANCE NO. 2025-06

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, PROVIDING FOR CODIFICATION, CONFLICTING ORDINANCES, AMENDING CHAPTER 14, "BUSINESSES", ARTICLE III, "ALCOHOLIC BEVERAGES", SECTION 14-61, "HOURS OF OPERATION OF ESTABLISHMENTS WHERE SERVED", TO CLARIFY EXISTING PROVISIONS FOR DISPENSING AND SELLING ALCOHOLIC BEVERAGES; AMENDING CHAPTER 34, ARTICLE VI, "LAND USE", DIVISON 7, "SUPPLEMENTAL DISTRICT REGULATIONS", SECTION 34-891, "HOURS OF OPERATION AND HOURS OF CONSTRUCTION ACTIVITY" TO ALLOW FOR EXTENDED HOURS OF OPERATION BY FUEL STATIONS AND GAS STATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, 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 exercise its police power to protect the general health, safety, and welfare of the public in a manner not inconsistent with law, and such power may be exercised by the enactment of Village ordinances; and

WHEREAS, except where granted a variance by Village Council, all commercial establishments are limited to hours of operation from 7:00 a.m. to 11:00 p.m. including restaurants; and

WHEREAS, section 14-61 of the Village Code of Ordinances, sets forth the hours for dispensing alcoholic beverages for on premise consumption and the sale of alcoholic beverages by package liquor stores for off-premise consumption; and

WHEREAS, section 34-891 of the Village Code of Ordinances, authorizes establishments selling alcohol for off-premise consumption to sell until 12 midnight (by reference to section 562.14, Florida Statutes); and

WHEREAS, clarification is needed in section 14-61 to ensure that the hours of operation for establishments dispensing and selling alcoholic beverages is clear for both on premise and off-premise consumption in one code section; and

WHEREAS, to assist in clarifying section 14-61, provisions in section 34-891 regarding hours of operation for selling alcoholic beverages for off-premises consumption should be removed; and

WHEREAS, the Village also desires to allow for full-service fuel-stations or gas stations (with or without convenience stores) to have regular hours of operation from 6:00 a.m. to 12:00 a.m. (midnight) and to be able to apply for an administrative variance or to the Village Council to allow an extension of those regular hours of operation; and

WHEREAS, the Village Council has determined that making the clarifications and

amendments to sections 14-61 and 34-891 as stated herein will assist in better understanding of the Village's hours of operations and hours for serving alcohol within the Village of Palm Springs; and

WHEREAS, the Village Council has determined that extending the hours of operation and allowing for variances for certain hours of operations as stated herein will assist in creating a more efficient process for the stated establishments; and,

WHEREAS, the Village Council has determined that it is in the public interest to adopt this 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. Chapter 14, "Businesses", Article III, "Alcoholic Beverages", Section 14-61, "Hours of Operation of Establishments where Served", is amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

14-61. Hours of operation for dispensing or selling alcoholic beverages~~of establishments where served~~.

(a) Except as otherwise designated herein, all establishments within the village wherein alcoholic beverages are dispensed for on premise consumption shall be restricted in the hours in which such alcoholic beverages shall be served to between the hours of 7:00 a.m. and 2:00 a.m. each day, except on Sunday when such hours shall not commence until 12:00 noon.

(b) Establishments within the village designated as restaurants which serve alcoholic beverages, with or without a lounge, may remain open for business as late as 11:00 p.m. after which all restaurants serving alcoholic beverages within the village must close.

(c) Package liquor stores, where at least 51 percent of the gross revenue is derived from the sale of alcoholic beverages sold only in sealed containers for consumption off-premises, shall be permitted to remain open for the sale of alcoholic beverages (off-premises consumption only) from 7:00 a.m. to 2:00 a.m.

(d) Establishments wherein alcoholic beverages are dispensed for on premise consumption, which are located within 250 feet of a residential district, shall not continue business activities later than 11:00 p.m. daily. Measurement shall be taken by drawing a straight line from the closest point on the perimeter of the residential district to the closest point on the perimeter of the exterior wall, structure, or bay, housing the establishment.

(e) Except for package liquor stores, all establishments within the village wherein alcoholic beverages are sold for off-premises consumption shall be restricted in the hours in which such alcoholic beverages are sold to between the hours of 7:00 a.m. and 11:00 p.m. each day. However, any establishment wherein alcoholic beverages are sold for off-premises consumption may apply for an administrative approval by the land development director to extend its hours of operation and for such off-premises consumption sales from 11:00 p.m. to midnight. Such administrative approval application shall be considered consistent with the requirements set forth in section 34-606.

(f) Any establishment wherein alcoholic beverages are dispensed for on premise consumption or are sold for off-premise consumption desiring to dispense or sell alcoholic beverages ~~operate~~ later than the~~se~~ specified times herein may apply for a variance and request alternative hours of operation and the reasons for deviations from the provisions of this section. The village council, in its discretion, may vary the hours from those set forth in this section.

(g) All establishments existing upon September 11, 2014 with effective business tax receipts from the village and alcoholic beverage licenses from the State of Florida, may continue to operate pursuant to the former hours of operation; however, upon closure of the establishment, change or transfer in ownership, change in the business name, and/or any change in a business tax receipt, all establishments shall comply with the hours of operation established herein. All existing establishments effectively annexed into the village limits after September 11, 2014 shall comply with the hours of operation established herein.

Section 3. Chapter 34, "Land Development", Article VI, "Land Use", Division 7, "Supplemental District Regulations", section 34-891, "Hours of Operation and Hours of Construction Activity", is amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

34-891. Hours of operation and hours of construction activity.
The following shall apply to hours of operation and hours of construction activity:

(1) Except as provided herein and elsewhere in this code, n~~N~~o commercial use shall commence business activities prior to 7:00 a.m., nor continue such activities later than 11:00 p.m. Outside delivery to such commercial activities shall not commence prior to 8:00 a.m. or continue later than 9:00 p.m.

(2) Any commercial business activity desiring to operate prior to 7:00 a.m. or later than 11:00 p.m. may apply in writing for a hearing before the village council, setting forth the desired hours of operation and the reasons for deviations from the provisions of subsection (1) of this section. The village council, in its discretion, may vary the hours from those set forth in subsection (1) of this section.

(3) Hours for an establishment to dispense or sell alcoholic beverages ~~for the Such restrictions shall not apply to lounges, bars, package stores, restaurants~~

~~or clubs in which alcoholic beverages are served. The hours of operation for such establishments~~ shall be as set forth in section 14-61. ~~Hours of package retail sales of alcoholic beverages for off-premises consumption shall be governed by F.S. ch. 562, unless specifically approved for an hours of operation variance by the village council that includes sales of alcoholic beverages.~~

(4) Full-service fuel station or gas station with or without a convenience store legally existing within the village as of October 1, 2025 may operate from 6:00 a.m. to 12:00 midnight each day. Such full-service fuel station or gas station with or without convenience store may apply to have these hours of operation extended by seeking an administrative approval from the land development director to extend the hours of operation; however, such extended hours shall not include selling alcoholic beverages unless such sales are extended consistent with section 14-61. Such administrative approval application shall be considered consistent with the requirements set forth in section 34-606.

(5) All new full-service fuel station or gas station with or without convenience store not legally existing within the village as of October 1, 2025 may operate from 6:00 a.m. to 12:00 midnight each day. All new full-service fuel station or gas station with or without convenience store not legally existing within the village as of October 1, 2025 may apply for a variance and request alternative hours of operation and the reasons for deviations from the provisions of this section. The village council, in its discretion, may vary the hours from those set forth in this section.

(6) No construction activity shall commence prior to 7:00 a.m., nor continue later than 6:00 p.m. Monday through Friday. Saturdays no construction activity shall commence prior to 9:00 a.m., nor continue later than 5:00 p.m. No construction activity shall occur on Sundays. The land development director, at his or her discretion, may vary these hours upon written request which sets forth the desired hours of construction activity and the reasons for the requested deviation.

Section 4. 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 5. Repeal of Conflicting Ordinances. All ordinances, resolutions, or parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 6. 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 7. Effective Date. This Ordinance shall become effective upon adoption.

Council Member _____offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member_____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
KIMBERLY SCHMITZ, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
_____, 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.

VILLAGE 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

Village of Palm Springs

Executive Brief

AGENDA DATE: August 21, 2025

DEPARTMENT: Finance

ITEM #22: Revise Purchasing Ordinance and Policy

SUMMARY: First Reading of Ordinance 2025-01 to Revise Ordinance 2022-01 Village Code Amendment (Chapter 58) and rescind Resolution 2022-25 (Purchasing Policy) as Administrative.

Upon approval of the Ordinance, changes will come to the Council and the administrative function of the changes within the Purchasing Policy will be managed under the Village Manager's Authority.

Ordinance Key Changes

- **Section 58-1 (Purpose and application)**
  - Recognize Procurement Manager as appointed by the Village Manager
- **Section 58-4 (Purchasing Thresholds)**
  - Purchases up to $7,500: Department Head approval.
  - $7,501 to $25,000: Approvals required from Department Head, Procurement, and Finance.
  - $25,001 to $50,000: Approvals required from Department Head, Procurement, Finance, and Village Manager.
  - Defined "Small Purchases" as under $50,000
- **Section 58-5 (Purchasing protests)**
  - **Change procurement official to procurement manager**
- **Section 58-2 (Exempt Purchases)**
- **Section 58-6 (Competitive Selection purchase requirements)**
- **Section 58-7 (Alternative purchasing methods)**
- **Section 58-8 (Cooperative purchasing)**
- **Section 58-9 (Accessing contracts of other government agencies)**
- **Section 58-10 (Village Standard)**
- **Section 58-12 (Emergency purchases)**
- **Section 58-16 (Finance Department Responsibilities)**
- **Section 58-17 (Unauthorized Purchases)**
- **Section 58-18 (Contracting authority in general)**
- **Section 58-19 (Authorization to dispose of surplus goods)**
- **Section 58-20 (Enforcement of purchasing code)**
  - Moved to Procurement Policy
- **Section 58-11 (Best Interest Acquisition)**
  - Moved to Procurement Policy
  - Changed 4/5 vote requirement to majority consent

- **Section 58-16 (Land Purchases) (New 16)**
    - New section to address purchase of Village property

Purchasing Policy Key Updates:

1. **Approval Threshold Adjustments:**
    - Purchases up to $7,500: Department Head approval.
    - $7,501 to $25,000: Approvals required from Department Head, Procurement, and Finance.
    - $25,001 to $50,000: Approvals required from Department Head, Procurement, Finance, and Village Manager.
2. **Revised Purchasing Thresholds and Documentation Requirements:**
    - Under $7,500: Price quotes recommended but not mandatory.
    - $7,501 to $25,000: At least one written price quote required.
    - $25,001 to $50,000: Minimum of three written price quotes required.
    - Over $50,000: Formal solicitation process mandated.
3. **Emergency Procurement Procedures:**
    - Updated to align with (F-ROC) recommendations.
4. **Procurement Process Enhancements:**
    - Streamlined solicitation procedures to improve efficiency.
    - Emphasis on utilizing purchase orders as the preferred procurement method over procurement cards (P-cards).

FISCAL IMPACT:

The Purchasing Code Section 58 is set up to provide guidance to Village Staff and standardize current policies. There is no direct fiscal impact, but overall should improve efficiency of purchasing for Village operations.

ATTACHMENTS:

1. Proposed Ordinance No. 2025-01- Purchasing Code 07-16-2025
2. Village of Palm Springs Procurement Policy 07-22-2025
3. Procurement Memo - Recommendation to Adjust Thresholds

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE OF PALM SPRINGS CODE OF ORDINANCES AT CHAPTER 58, "PURCHASING CODE", BY INCREASING THE VILLAGE MANAGER'S PURCHASING AUTHORITY; BY UPDATING, CLARIFYING, AND DELETING CERTAIN PURCHASING PROVISIONS; BY ADDING PROVISIONS FOR THE ACQUISTION OF REAL PROPERTY AND SETTLEMENT AUTHORITY OF CLAIMS; BY ALLOWING FOR THE ADOPTION OF A NEW PROCUREMENT POLICY WITH VILLAGE MANAGER APPROVED AMENDMENTS THERETO; AND PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the Village of Palm Springs, Florida ("Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, in February 2022, the Village updated the Village's Purchasing Code, Chapter 58 of the Village Code of Ordinances, along with the Village's Purchasing Manual; and

WHEREAS, due to the recent fluctuations in prices for goods and services, the Village desires to amend its Purchasing Code through this proposed Ordinance by increasing the Village Manager's purchasing authority from $35,000.00 to $50,000.00 to allow for greater flexibility and efficiency in the Village's purchasing operations; and

WHEREAS, due to changes in Florida law and related purchasing processes, this proposed Ordinance also seeks to update, clarify, and delete certain provisions within the Village's Purchase Code and to add provisions to the Purchasing Code with regards to acquiring real property and settlement authority for claims; and

WHEREAS, based on the aforementioned proposed changes in this Ordinance, the Village must update its Purchasing Manual with a new Procurement Policy, which under the proposed Ordinance may be adopted by the Village Council and then amended by the Village Manager after adoption; and,

WHEREAS, the Village Council finds that proposed changes to the Village Purchasing Code are necessary and desirable for the Village's purchasing needs and that the approval of this Ordinance is in the best interests of the Village of Palm Springs and serves a valid public purpose.

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

Section 1. Findings of Fact: The WHEREAS clauses set forth above are adopted herein as true legislative findings of fact of the Village Council.

Section 2. Chapter 58, "Purchasing Code", of the Village Code of Ordinances is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Chapter 58 - PURCHASING CODE

Sec. 58-1. Purpose and application.

The purpose of this purchasing code is to provide a uniform means of acquiring land, goods, and services (including construction materials and labor) in a manner that protects the interests of

taxpayers, encourages competition, ensures that qualified vendors have access to the municipal market on a fair and equitable basis and provides purchasing guidance to all village personnel.

This purchasing code applies to all purchases utilizing village funds regardless of the source of those funds. No village employee appointed official or elected official may purchase or commit to purchase land, goods, and/or services unless specifically authorized to do so by the village's Code of Ordinances including the required authorizations, funding and purchasing/finance documents. Payment for any unauthorized purchase may be the responsibility of the person placing the order.

For the purposes of this purchasing code, the term "goods" and/or "services" shall include, but not be limited to, construction materials and/or construction labor unless specifically stated otherwise.

The village manager shall appoint a procurement managerofficial. The procurement managerofficial, regardless of title, shall carry out the responsibilities assigned by this code and administrative policythe purchasing administrative policies ("Procurement Policy"). Upon approval of the Procurement Policy by the village council, the Procurement Policy shall be constrained by this purchasing code and be enforceable to the same force and effect. In coordination with the finance department and the village attorney, the procurement manager may recommend amendments to the Procurement Policy, which shall only be effective upon approval in writing by the village manager.

Sec. 58-2. Exempt purchases.

The Procurement Policy identifies certain 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 and may be procured by the village manager who is authorized to select vendors and/or execute contracts (as applicable) for said exempt purchases. Except as identified in the Procurement Policy, if the total value of an exempt purchase is anticipated to exceed $50,000.00, the village council must approve said exempt procurement..

(1) Regulated services: Water, sewer, electricity, telephone, natural gas, solid waste disposal, or similar services where rates or prices are fixed by legislation or by federal, state, county, or municipal regulations.

(2) Postage and postage meter permits.

(3) Recording fees.

(4) Pension benefits payments.

(5) Debt service payments.

(6) Unemployment compensation.

(7) Tax withholding payments (FICA, Medicare, federal tax withholding).

(8) Payroll deduction liability payments, including, but not limited to, voluntary insurance policies, credit union deductions, Section 457 (deferred compensation) contributions, Roth IRA contributions, union dues, flex medical and flex dependent contributions, and garnishments (IRS, child support, court orders).

(9) Pension plan contributions.

(10) Memberships, dues, subscriptions, publications.

(11) Advertisements for legal, promotional, or informative matters.

(12) Abstracts of titles or appraisals for real property.

(13) Legal services and all services directly related to the provision of same, i.e., court reporters and expert witnesses.

(14) (Reserved).

~~(15) Bank analysis fees.~~

~~(16) Merchant fees (credit card processing charges).~~

~~(17) Job related seminars, training and related travel, accommodations, and per diem expenses.~~

~~(18) Tuition reimbursements in accordance with village employment regulations.~~

~~(19) Safety shoe reimbursements.~~

~~(20) Vehicle tag, title, and registration fees.~~

~~(21) Proprietary software applications and/or the related maintenance or service agreements.~~

~~(22) Entertainment and entertainment-related services for city-sponsored events (i.e., special events, holiday celebrations, etc.).~~

~~(23) Authorized payment of donations or scholarships.~~

~~(24) Decorating contest awards.~~

~~(25) Payments to recreational contractual services such as umpires, referees, assignor fees, and recreational programs provided by independent contractors.~~

~~(26) Payments to service providers needed to maintain village operations such as plumbers, electricians, temporary employment services, computer consultants or air conditioning repair services (this does not include the replacement of capital equipment).~~

~~(27) Goods or services provided by governmental agencies, other public entities, universities and colleges or political subdivisions.~~

~~(28) Services required by proprietary ownership such as FPL, FEC and CSX and original equipment manufacturers (OEMs).~~

~~(29) Payments for casualty and property insurance after approval of contract by village council.~~

~~(30) Payments for life, health, and dental insurance after approval of contract by village council.~~

~~(31) Petty cash reimbursements.~~

~~(32) Lobbying services not exceeding $35,000.00 (must obtain village council approval if exceeds $35,000).~~

~~(33) Professional services as described below.~~

~~(34) Educational or academic programs.~~

~~(35) Artistic services (i.e., summer camp, etc.).~~

Sec. 58-3. Professional services.

(a) *Architectural, engineering, landscape architectural, surveying, mapping services and design-build projects.* The purchase of these types of services shall comply with the requirements of F.S. § 287.055, also known as the Consultants Competitive Negotiations Act (CCNA), as amended.

(b) *Auditor services.* The purchasing of independent auditing services <u>for the village's annual external audit</u> shall comply with all the requirements of F.S. § 218.39<u>1</u>, as amended.

(c) *Legal services.* The village may select an attorney or legal firm to provide legal services to the village as needed without competitive selection provided the contract with the attorney or law firm is approved by the council.

(d) *Consulting services.* The village manager may select a consultant with a distinctive field of expertise without competitive selection for services which are not anticipated to exceed $~~15,000.00~~<u>50,000</u>. The village council may select a consultant with a distinctive field of expertise without competitive selection for services which are anticipated to exceed $~~15~~<u>0</u>,000.00.

(e) *Construction management or program management services.* The purchase of construction management or program management services ~~shall~~ may comply with all the requirements of F.S. § 255.103 as amended or such other process as set forth in this purchasing code or as may be required by statute.

Sec. 58-4. Purchasing thresholds.

Purchasing thresholds. The purchasing thresholds set forth below refer to the estimated or anticipated total contract value of a single purchase over which an identified selection process is to be utilized. As used herein, the "anticipated value" is the amount the village estimates or anticipates will be expended for a single purchase inclusive of the initial term and any renewal options of the resulting contract. Unless specifically identified to the contrary by the Procurement Policy, the procurement thresholds set forth below do not apply to multiple-department purchases from a single vendor.

(a) *Small purchases.* The term "small purchase" means a single purchase with an anticipated value not to exceed fifty thousand dollars ($50,000.00). Small purchases shall be made according to the small purchase procedures established by the Procurement Policy.

(b) *Competitive selection purchases.* The term "competitive selection purchase" means a single purchase with an anticipated value which exceeds fifty thousand dollars ($50,000.00). Except for exempt purchases and purchases made by alternative purchasing methods, competitive selection purchases shall be made according to the competitive selection procedures set forth in this purchasing code and the Procurement Policy.

~~(a) *Capital asset expenditures.* Capital assets are items costing $5,000.00 or more with an expected life of one year or more. Notwithstanding any other requirements, exceptions, exemptions or limitations on purchases, each item purchased within the capital outlay expenditure category, including, but not limited to, land, buildings, improvements other than buildings, machinery and equipment, and software, shall require a purchase order and must be budgeted or have a budget transfer completed before a purchase order shall be issued.~~

~~(b) *Purchases less than $7,500.*00. A department director has the authority to purchase goods and/or services which are less than $7,500.00 for a single purchase, subject to a valid, current appropriation for the item(s) to be purchased. Payment for the goods and/or services shall be made using a village purchasing card or by other methods approved by the village manager. Whenever possible the department director making the purchase request should have obtained three written price quotations for purchases expected to exceed $5,000.00, before proceeding with the approval process. These quotes or the attempt to obtain three quotes will be documented and attached to the approval authorization.~~

~~(c) *Purchases of $7,500.*00 up to $35,000.00. A department director has the authority to purchase goods and/or services which are $7,500.00 up to $35,000.00 for a single purchase subject to a valid, current appropriation, provided that the department director also has the written authorization of the village manager. Whenever possible the department director making the purchase request should have obtained three written price quotations before proceeding with the approval process. These quotes or the attempt to obtain three quotes will be documented and attached to the approval authorization.~~

~~(d) *Purchases of more than $35,000.*00. Purchases of more than $35,000.00 (except for exempt purchases as detailed in this purchasing code) will follow the competitive selection purchase requirements detailed below.~~

Sec. 58-5. Competitive selection purchase requirements.

(a) *Requirements.* Subject to the requirements of general law, for purchases requiring competitive selection, the village may use a solicitation format determined to be in the village's best interests, including, but not limited to invitations for bids, requests for proposals, requests for qualifications, invitations to negotiate, and any other applicable format or combination of applicable formants. Requirements for each format is set forth in the Procurement Policy. ~~The following requirements shall be followed for purchases when a competitive selection is required~~:

~~(1) *Invitation to bid.*~~

~~a. *Conditions for use.* An invitation to bid document may be used when:~~
~~1. The proposed purchasing is anticipated to exceed $35,000.00;~~
~~2. Precise specifications of the needed good or scope of service are known and can be described in the invitation to bid;~~
~~3. An adequate number of vendors appear to exist; and,~~
~~4. The village manager and procurement official determine that the invitation to bid process is in the village's best interest.~~

~~b. *Content of invitation to bid document; selection procedure; and award.* The user department will work together with the procurement official to establish the contents of the invitation to bid. Vendors are asked to submit qualifying licenses, references and manufacturer's certifications which are used to determine whether the bidder is responsible. Responsive, responsible bidders are compared solely based on price. The council shall award the bid consistent with the terms of the invitation to bid document.~~

~~(2) *Requests for proposals (RFP), request for qualifications (RFQ), and invitations to negotiate (ITN).*~~

~~a. Conditions for use. Requests for proposals (RFP), request for qualifications (RFQ), and invitations to negotiate (ITN) may be used when:~~

~~1. The proposed purchasing is anticipated to exceed $35,000.00;~~
~~2. The specifications or scope of work may not be clearly defined. Therefore, the use of an invitation to bid is not applicable or practicable as determined by the village manager and procurement official; and,~~
~~3. Experience and knowledge are the key concerns of award.~~

~~b. The user department in conjunction with the procurement official shall establish the contents of the RFP, RFQ, or ITN, including clear evaluation criteria. Such criteria may include technical capability and the approach for meeting the specifications, competitiveness of pricing or best value, and managerial and staffing capability, including experience and past performance. The selection procedure may include creation of an evaluation committee to review and rank the responses. The council shall award the RFP, RFQ, or ITN consistent with the terms of the RFP, RFQ, or ITN (as applicable).~~

~~(3) *(Reserved).*~~

~~(4)~~ *(b) Reservation of village's rights.* In all competitive selection purchases, the village reserves the following rights:

1. Rejection of bids, proposals, or other responses. If the village manager or designee determines that it is in the best interests of the village to do so, the village manager

or designee may reject any or all bids, proposals or other responses requested in whole or in part. Bids, proposals, or other responses requested that are submitted after the due date and time will be disqualified from further consideration.

2. Waiver of irregularities. The village manager or designee shall have the authority to waive all nonmaterial irregularities on any and all bids, proposals or other responses requested. Nonmaterial irregularities are those irregularities which do not substantially affect price and/or competition.

3. Cancellation of solicitation. An invitation to bid, RFP, ITN or other competitive selection procedure utilized by the village may be canceled by the village manager or designee, in whole or in part, when it is in the best interests of the village.

4. Costs and fees. All costs and fees, including reasonable attorney's fees, incurred by any party in preparing and responding to an invitation to bid, RFP, ITN or other competitive selection procedure used by the village are the sole responsibility of the responding party including any and all costs and fees, including reasonable attorney's fees, related to a protest.

~~(5)~~ (c) *Cone of silence.* The village complies with the Palm Beach County Lobbyist Registration Ordinance, Section 2-355, Cone of Silence, which prohibits any communication, except for written correspondence, regarding a particular competitive selection solicitation (e.g., invitation to bid, request for proposals, request for qualifications, etc.) between any person or person's representative seeking an award and any member of the village council or employee authorized to act on behalf of the village council to award such competitive selection solicitation. *However*, for the village, the cone of silence is in effect for all competitive selection solicitations as of the date the village first advertises, publishes, or issues (whichever is earlier) the competitive selection solicitation and shall terminate at the time the village council or employee authorized to act on behalf of the village council either rejects a response from that person or that person's representative, or the response is withdrawn by that person or that person's representative, or other official action is taken by the village to end the competitive selection solicitation (e.g., reject all responses, awards the solicitation, etc.). As further set forth in the Procurement Policy, the cone of silence does not apply to oral communications at any public proceeding, the selection committee presentation, or a negotiation meeting(s).

~~"Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village between:~~

~~a.1. Any entity or person or entity's or person's representative seeking an award from any competitive selection procedure; and~~
~~b.2. Any council member; any member of the selection committee; the village manager; or any village employee authorized to act on behalf of the village to award or recommend award of a particular purchase.~~

~~2b. For the purposes of this section, an entity's or person's representative shall include, but not be limited to, the entity's or person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the entity or person.~~

~~3c. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other requested response to a competitive selection procedure. The cone of silence applies to any entity or person or any entity's or person's representative who~~

~~responds to a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village and shall remain in effect until such response is either rejected by the village as applicable or withdrawn by the entity or person or entity's or person's representative. The invitations to bid, RFPs, ITNs or any other competitive selection procedure shall include the notice of the cone of silence and refer to this sub-section.~~

~~4~~d. ~~The provisions of this subsection shall not apply to oral communications at any public proceeding, including pre-bid conferences, presentations before selection committees, authorized contract negotiations, presentations made to the village council, and purchasing protests. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee; any dispute resolution process following the filing of a protest between the entity or person filing the protest and any employee; or any written correspondence at any time with any employee, council member, the village manager or selection committee member unless specifically prohibited by the applicable competitive selection procedure.~~

~~5~~e. ~~The cone of silence shall not apply to any purchasing anticipated to have a total value of $35,000.00 or less.~~

~~6~~f. ~~The cone of silence shall terminate at the time the council, finance department, or village manager as applicable, awards or approves a contract, rejects all bids, proposals, or other requested responses, or otherwise takes action which ends the purchasing procedure.~~

~~7~~g. ~~Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.~~

Sec. 58-6. Purchasing protests.

(a) *Right to protest.* After posting of the recommended awardee, any bidder or proposer who is aggrieved in connection with the recommended award may protest in writing to the village clerk. The right to protest is limited to those procurements of goods or services solicited through an invitation for bid, request for proposals or other competitive solicitation procedures. Recommended awards less than the mandatory bid or proposal amount cannot be protested. Notwithstanding the above, the village manager may, in his or her sole discretion, include the right to protest in any solicitation process if in the best interests of the village.

(b) *Notice of protest.* The protest shall be submitted within three business days after posting of the award recommendation. The protest shall be in writing (which includes emails) and shall identify the protestor and the solicitation and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the village clerk. Received means that the protest documents must be delivered to the village clerk's office by the cut off time period. Neither the procurement manager~~official~~, nor the special magistrate shall consider any issue not submitted in writing within the time frame specified for the notice of protest.

(c) *Authority to resolve.* Protests filed in accordance with paragraph (b) hereinabove shall be resolved under the provisions of this section.

(1) The procurement manager~~official~~ shall have the authority to:

a. Uphold the protest. The protest may be upheld based upon a violation of the provisions of this purchasing code or of any other village ordinance, resolution, policy, or procedure, or upon discovery of an irregularity or procedural flaw that is so severe as to render the process invalid. If the upholding of the protest will result in a change of the recommended awardee, a new recommended award shall be posted

in village hall. If the upholding of the protest will result in a cancellation of the protested solicitation, the procurement manager~~official~~ may then cancel the solicitation.

b. Deny the protest. If the protest is denied, the protestor has the right to request that the protest be referred to a special magistrate as described herein below.

c. Refer the protest directly to special magistrate with no determination made by the procurement manager~~official~~, in accordance with paragraph (c)(3) herein below.

(2) The procurement manager~~official~~ shall issue a written statement of the determination within a reasonable period of time. The written statement shall provide the general rationale for said determination and shall be provided to the protestor and to any other party to the protest.

(3) Upon receipt of a denial of the protest, the protestor may request a hearing before the special magistrate. The request for a hearing shall be in writing to the village clerk and shall be made within three business days of issuance of the procurement manager's~~official's~~ determination. The request for a hearing shall be accompanied by a protest bond of $1,500.00 which shall be remitted only in the form of a money order, a certified check, a cashier's check, or a bank check payable to the village.

(4) At no time shall a protestor, party, or any other person, contact the special magistrate regarding any issue pertaining to or involving the protest. Contact between the village and the special magistrate shall be limited to scheduling and other administrative issues, including the provision, and copying of public records pertinent to the protest.

(d) *Authority of special magistrate.* The special magistrate, appointed to hear the village's code enforcement cases, shall also hear bid protests, and shall have the jurisdiction and authority to hear and decide protests.

(1) The special magistrate shall make a recommendation as to whether the protest should be upheld or denied.

(2) If the special magistrate upholds the protest, the special magistrate shall either make a recommendation to cancel the solicitation, or to cancel the award recommendation and post a new award recommendation after re-evaluation based on the special magistrate's determination of the facts in the case. In these instances, the village shall return the protestor's bond to the protester after deducting any out-of-pocket costs incurred by the village related to the appeal.

(3) If the special magistrate denies the protest, the special magistrate shall recommend that the village manager proceed with the posted award recommendation. In these instances, the protestor's bond shall be forfeited.

(4) The village manager may accept the special magistrate's recommendation or, if they determine the special magistrate's recommendation is not in the village's best interest, the original award recommendation may be referred to the council for approval. At that time, the council may accept or reject the recommendation of the special magistrate.

(e) *Stay of procurement during protests.* Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the village manager shall stay the award of the contract unless they, with the advice of the village attorney, and after consultation with the applicable department head, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the village.

Sec. 58-7. ~~Single source~~ Alternative purchasesing methods.

The following alternative purchasing methods may be utilized for any purchase in lieu of obtaining competing price quotations or quotes or issuing a competitive purchase solicitation if the criteria set forth in the Procurement Policy for each alternative purchasing method is satisfied:

(a) Single source. ~~Upon receipt of justification from the user department and/or the proposed single source, the procurement official may select a single source without competition if, after conducting a search for available sources, the procurement official together with the user department determine that only a single source is practicable or for other reasons single source is in the best interest of the village. Upon determination of a single source, contract negotiations shall commence with the single source. If contract terms are agreed upon and the single source purchasing is anticipated to have a total value of $35,000.00 or less, a contract between the village and the single source may be approved and executed by the village manager. If contract terms are agreed upon and the single source purchase is anticipated to have a total value of more than $350,000.00, the council must approve the contract between the village and the single source.~~

~~Sec. 58-8. Cooperative purchasing.~~

(b) Cooperative purchasing. ~~The village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this purchasing code. The council must approve all village purchases from a cooperative purchasing agreement which are anticipated to have a total value of more than $35,000.00.~~

~~Sec. 58-9. Accessing contracts of other government agencies.~~

(c) Accessing contracts of other government agencies. ~~The village may award a contract by piggybacking or accessing the goods and/or services from any state contract; contracts of any Florida political subdivision; or from any other governmental entity; provided that the same or substantially similar goods and/or services were competitively solicited.~~

~~Before any purchase controlled by this section can be made, vendors shall comply with all village requirements (see section on vendor qualifications/selection). A copy of the contract and/or award documents shall be obtained from the applicable government agency. If these documents are not available, copies of specific pages with information on the contract (or bid) number and its expiration date, terms and conditions, the goods and/or services description and unit pricing, warranty period, and other pertinent information shall be obtained. When accessing another governmental agency's contract, the user department must be careful to review the terms and condition of that contract, noting that vendors can provide goods and/or services only in those categories in which they were awarded on the competitively solicited proposal or bid.~~

~~The village manager must approve all village purchases from government agency contracts which are anticipated to have a total value of up to $35,000.00. The council must approve all village purchases from government agency contracts which are anticipated to have a total value of more than $35,000.00.~~

~~Sec. 58-10. Village standard.~~

(d) Village standard. ~~Where the village has determined that a particular style, brand, make, or model is the only type that meets the village's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the village, the village may acquire or contract for such goods without utilizing the competitive selection purchase requirements. Excluding exempt purchases listed in section 58-2, village standard acquisitions where the expenditure by the village (including~~

expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than $35,000.00, shall be subject to approval by the village council.

Sec. 58-11. Best interest acquisitions.

(e) Best interest acquisition. The village may acquire or contract for non-real property, goods, or services without utilizing the competitive selection purchase requirements where the village council declares by at least a four-fifths 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 contract would exceed the limits set forth in F.S. § 287.055 or 255.20, as amended.

Sec. 58-12. Emergency purchases.

(f) Emergency purchases. Emergency purchases or repairs include, but are not limited to, broken water or sewer lines, water treatment plant equipment and hurricane or other disaster preparation or recovery. Emergency purchases may be made without following the required competitive selection purchase requirements set forth in this purchasing code; provided that prior to any department director authorizing an emergency purchase, the director has obtained oral or written approval from the village manager and provided a written explanation of the emergency to the village manager as early as possible, but not later than 24 hours after the purchase with a copy provided to the finance department. Council approval or ratification shall be required at the next available regular or special meeting when the amount of the emergency purchase exceeds either $35,000.00 or the emergency purchasing authority of the village manager as set forth below.

Upon a declaration of a state of emergency by the village council or governor of the state, the village manager shall have authority to contract up to a total of $75,000.00 for goods and services without village council approval and up to a total of $100,000.00 if a quorum of the village council is not available for a meeting within a 24-hour period of the emergency. All bidding requirements may be suspended, upon approval by the village manager, who shall still attempt to obtain quotes and proposals either verbally or in writing for comparative pricing.

Sec. 58-138. Vendor qualifications/selection.

(a) *Opportunity to participate.* The policy of the village is to afford all businesses an opportunity for participation in the village's purchasing processes and to prohibit discrimination by the village or its vendors. The village will take all necessary, reasonable, and legal action to prevent discrimination in its purchasing process, to afford all businesses, including local and small businesses, the maximum opportunity to participate in the village purchasing processes.

(b) *Vendor list, form W-9 required.* All village vendors must complete and submit a W-9 to the village to be qualified for purchases by the village and added to the village's vendor list. Vendors will be added to the village's vendor list after selection by the village as a provider of goods and/or services.

(c) *Convicted vendor list.* In accordance with F.S. § 287.133, the village may not accept any bid or proposal from or transact any business with any person or affiliate on the "Convicted vendor list" maintained by the Florida Department of Management Services.

(d) *Scrutinized companies.* In accordance with F.S. § 287.135, the village is prohibited from contracting with certain companies on the State of Florida "Scrutinized companies" list, and subject to restrictions on contracting with certain other "Scrutinized companies".

(e) *Human trafficking.* In accordance with F.S. § 787.06, the Village is prohibited from contracting with any entity or person who utilizes coercion for labor or services.

Sec. 58-14~~8~~. Local preference.

The purpose of this section is to serve the public interest by spurring economic development through encouraging businesses to locate and remain in the county, especially the village. Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. Application of the local preference policy shall be established by the procurement manager~~official~~ and/or in competitive selection documents.

Village staff are strongly encouraged to utilize local businesses for purchases that are anticipated to have a total value of less than $~~35~~0,000.00 and for purchases made on the village's purchasing card.

However, in accordance with F.S. § 255.0991, as amended from time to time, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, the village council may not apply this local bidder preference.

Sec. 58-15~~9~~. Procurements using federal funds.

Whenever goods or services are purchased using federal funds, regardless of whether the village is a direct recipient or a subrecipient of such funds, the same policies and procedures shall be followed as for procurements with non-federal funds. ~~In addition, h~~However, if the procurement~~s~~ with federal funds requires otherwise, said procurement shall ~~also~~ comply with all applicable ~~the~~ federal requirements~~of CFR 200.318 through 200.327~~. ~~In the event of any conflict between village policies and procedures and the requirements of CFR 200.318 through 200.327, the CFR requirements shall prevail.~~

~~**Sec. 58-116. Finance department responsibilities.**~~

~~The finance department serves as the purchasing gateway to provide assistance and technical expertise in purchasing procedures and to ascertain that village personnel understand and comply with established budgetary, purchasing and accounting procedures.~~

~~The finance department shall be responsible for the procurement of goods and/or services in accordance with this purchasing code. All village personnel have the responsibility to know this purchasing code and ensure compliance with all regulations of this purchasing code and finance department procedures.~~

~~The finance department shall establish procedures, authorizations and forms as may be necessary to implement this purchasing code and comply with applicable law, as amended from time to time.~~

~~The finance department shall have the authority to suspend or debar a person from participation in purchasing for the village and shall establish a policy for such suspension or debarment. All suspensions or debarments shall be afforded with appeal rights to the village manager.~~

Sec. 58-10~~7~~. Unauthorized purchases.

An unauthorized purchase occurs when a village employee or official orders, purchases or attempts to purchase any goods and/or services without abiding by the regulations contained within the Procurement Policy. ~~in this purchasing code and finance department purchasing procedures.~~

~~This includes, but is not limited to:~~

~~(1) Separating purchases to avoid the need for council and/or village manager approval, or to avoid the competitive selection process.~~

~~(2) Committing the village to a purchase before receiving the authorized purchasing documentation (executed purchase order and/or contract) and if necessary, council approval.~~

~~Payment for any unauthorized purchase may be the responsibility of the person placing the order.~~

Sec. 58-11~~8~~. Contracting authority in general.

(a) The village may execute a purchasing contract and/or purchase order with any person or entity selected in accordance with this purchasing code.

(b) No village contract, or contract amendment, addendum, modification, change order, or contract price or term adjustment ("change order"), ~~or any contract change order,~~ may be enforced against the village unless the contract or change order is in writing, and duly executed by the village manager or, the mayor (or vice mayor if mayor is unavailable) after approval by village council, in accordance with this purchasing code. Except as specifically provided herein, the village manager has authority to approve contracts which will not exceed $50,000; all contracts above $50,000 require village council approval. The village manager may delegate his or her contract authority; however, such delegation must be in writing or contained within a written administrative policy to bind the village to a purchase.

~~(c) Contract change orders. Every contract amendment, addendum, modification, change order, or contract price or term adjustment ("change order") shall be subject to prior approval by the village manager or council as follows:~~

~~(1) The village manager may approve a change order if the cumulative change order amount does not exceed $350,000.00 and there is no change in the scope of work or time for completion; provided that, the change order amount is available to the user department. Once the cumulative change order amount exceeds the village manager approval threshold as stated herein, all future change order(s) must be approved by the council.~~

~~(2) Council approval of a change order is required if the cumulative amount of the change order (including any prior change order(s) approved by the village manager) is more than $350,000.00 over the approved contract award value.~~

(c~~3~~) Any change order that will require a formal budget amendment or budget transfer may not be approved until the budget amendment/transfer has been approved by the council.

(d) Total purchase price. For purposes of determining the appropriate contracting authority to sign a contract, the total anticipated cost of the contract will be considered including the total amount of each fiscal year to be initially awarded (although only budgeted for in the current fiscal year).

(e) Per vendor purchase. For purposes of determining the appropriate contract authority to sign a contract, the total purchase price is based on a per purchase basis and not the amount of goods and/or services purchased from a particular vendor for that fiscal year.

(f) A purchase order may be utilized in lieu of a formal contract where the standard terms and conditions of a village purchase order will suffice. The terms and conditions in a village issued purchase order will supersede and take precedence over any conflicting provisions provided by a vendor.

(g) Regardless of the contract authority that approved a contract or purchase order, at the recommendation of the procurement manager, the village manager or designee may place any vendor in default and/or terminate an existing contract or purchase order consistent with the terms and conditions of the contract or purchase order.

~~Sec. 58-11~~9. Authorization to dispose of surplus goods.

~~(a) No user department shall transfer, sell, trade-in, or otherwise dispose of goods owned by the village without written authorization of the finance department. Disposal of capital assets require the approval of the village manager.~~

~~(b) User departments shall notify the finance department of all excess goods in writing on such forms and at such times as the finance department may prescribe.~~

~~(c) Insofar as is feasible and practical, the finance department shall transfer excess goods to other village departments.~~

~~(d) Surplus goods shall be offered to the public or other persons or entities through public auction, established markets, posted prices or other appropriate methods as approved by the finance department in the best interests of the village. Surplus goods may be offered by donation to other governmental entities or to private nonprofit agencies. It is recognized, however, that some types and classes of goods may be sold or disposed of more readily and advantageously by other procedures, including barter. In such cases, the finance department may employ such other means, including appraisal, provided the finance department makes a written determination that such procedure is advantageous to the village.~~

~~Sec. 58-1520. Enforcement of purchasing code.~~

~~(a) *Non-criminal violations.* A non-criminal violation is one in which there is no apparent intent to avoid or fail to comply with this purchasing code. All village employees are subject to discipline as provided in the village's employment regulations for non-criminal violations of this purchasing code.~~

~~(b) *Criminal violations.* A criminal violation is one in which there appears to be an intentional violation of this purchasing code resulting in, attempting to result in, or conspiring to result in significant loss to the village, having a monetary value of more than $100.00, or the commission of any other federal or state crime relating to purchases or acquisitions by employees, department directors, village manager or village elected officials. Such person may be charged with an appropriate misdemeanor or felony, and in addition may be disciplined as provided in the village's employment regulations. If a violation requires further investigation to determine if it is criminal in nature or to determine probable cause, the Palm Beach County Office of Inspector General may be requested by the village manager (if not involved) to investigate the violation and make a report to the village manager and/or council stating whether the violation is being referred to the appropriate law enforcement or prosecutorial agency for filing as a criminal matter.~~

Sec. 58-12. Land Purchases.

(a) F.S. § 166.045 shall apply to all purchases of real property by the village if the village seeks to utilize the public records exemption set forth in F.S. § 166.045.

(b) If the village does not seek to utilize the public records exemption in F.S. § 166.045, the village shall purchase real property as follows:

(1) For all purchases of real property anticipated to cost in excess of $50,000, the village shall obtain an appraisal by a certified or licensed appraiser. Additional appraisals may be obtained if determined to be in the best interests of the village.

(2) The village manager or designee may negotiate with the seller or the seller’s agent of the real property and enter an option contract with the seller. As used herein, “option contract” means a binding agreement signed by the village manager and the seller which agreement is subject to approval of the village council at a regular or special meeting.

(3) The village council will consider all option contracts to purchase real property at a duly noticed public meeting. If the option contract is approved by the village council, the village manager, mayor, or vice-mayor may execute all documents necessary to close on the real property.

Sec. 58-13. Settlement Authority.

The village manager, upon the advice and recommendation of the village attorney, shall have authority to settle any claim (including pending litigation) by or against the village without the prior approval of the village council, as follows.

(a) In a claim against the village, the claim may be settled for an amount not to exceed $50,000 including costs and attorney's fees, if any. The village manager may delegate to the human resources director or risk manager, the authority to settle a claim against the village for an amount not to exceed $5,000 including costs and attorney's fees, if any.

(b) In a claim by the village against any party, the claim may be settled for an amount not to exceed $50,000 which, in the judgment of the village manager and village attorney, is fair and equitable after taking into consideration the expenses of litigation and the risk of recovering less if the claim is tried or appealed.

All other claim settlements (including pending litigation) shall require village council approval.

***

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. This Ordinance shall be codified in the Village's Code of Ordinances. Non-substantive changes to amend or identify the applicable sections, article, or division of the code may be made to this Ordinance at the time of codification.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

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	☐	☐	☐
_____, 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, this _____ day of _____, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading_____

Second Reading_____

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

PROCUREMENT POLICY

Effective (Enter Date)

(with adoption of Ordinance No. 2025-##)

VILLAGE OF PALM SPRINGS FLORIDA

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Section 1 Introduction

1.1 Purpose

The purpose of this Village of Palm Springs (Village) Procurement Policy is to establish the necessary procedures, authorizations and documentation required to implement the Purchasing Code and to ensure compliance with all applicable laws and regulations, as amended from time to time. The intent of this Policy is to facilitate best-value procurement practices and to provide comprehensive guidance to all internal and external stakeholders engaged in procurement activities. The adoption of uniform procurement procedures serves to promote fairness, encourages broad competition particularly in relations to high-value procurement, achieve cost efficiencies, and reinforce integrity and public confidence in the procurement process.

1.2 Scope

The Purchasing Code and this Procurement Policy shall apply to all Village Departments involved with any procurement of goods and services for the Village of Palm Springs, regardless of the funding source, and include, but are not limited to, the disposal of surplus tangible and intangible property and the purchase of real property. The Village's disposal of surplus real property is not governed by the Purchasing Code or this Procurement Policy.

The Village generally exercises its Home Rule authority under the Florida Constitution and Chapter 166, Florida Statutes, to determine the manner and method of its procurements. Nonetheless, certain procurements and their associated contracts are subject to specific statutory requirements. In the event of any conflict between this Procurement Policy, the Village's Purchasing Code, and applicable statutory requirements (whether local, state or federal), the statutory requirements shall take precedence.

1.3 Definitions

Acceptance – The assumption of a legal obligation by a party to a contract and the terms and conditions of that contract.

Accounts Payable – refers to the short-term obligations incurred by a company during its operations that remain due and must be paid.

Addendum - An addition or supplement to a document, for example, items or information added to a procurement document. Used to issue additional or correct information during the bid process.

Advertising – A form of public notice of an intended purchase. See "Public Notice".

Agreement – See Contract.

Amendment – The method of changing the terms, conditions, or requirements of a contract or agreement beyond what is specifically provided for in that contract or agreement. All amendments shall be approved with equal dignity and formality as the original contract signed by the individuals holding the positions of the original signatories; provided however, that any amendment which causes a contract expenditure to exceed original signatory's amount, shall be approved by the appropriate signatory.

Appropriation - A legislative authorization to expend public funds for a specific purpose. Money set apart
for specific use.

As Is – Term indicating that goods offered for sale are without warranty or guarantee and that the purchaser takes the goods at his own risk without recourse against the seller for the condition or performance of the goods.

Assignment – The legal transfer of a claim, right, interest, or property.

Assignee – The grantee, or recipient, of an assignment.

Assignor – A person who makes an assignment.

Award – Council's approval of a bid or a proposal.

Best and Final Offer (BAFO) – A process requested from one proposer or short-listed proposers for their best price(s) for a specific solicitation prior to determining of contract award. Sometimes referred to as BAFO.

Best Interest of the Village – The rationale granting a purchasing official discretion in taking action most advantageous to the Village when it is impossible to interpret adequately a specific response by law or regulation.

Best Value – The process used in competitive, negotiated contracting to select the most advantageous offer by evaluating and comparing factors in addition to cost or price.

Bid – A competitive price offer made by an intended seller, normally by written notice, offered as a result of a formal invitation to prospective vendors.

Bid Acceptance – The unconditional receipt of the bid at the designated bid location within the time frame and conditions set in the bid document. Any alterations to the bidder's offer after the closing of the bid or any deviations from the conditions set in the bid document may result in the rejection and removal of the bid.

Bid Bond – An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected bidder fails to accept the contract as bid.

Bid Deposit – Certified check, cashier's check, bank money order, bank draft of any national or state bank, surety bond or cash deposited with and as instructed by the prospective purchaser to guarantee the bidder will, if selected, accept the contract in accordance with the bid. If the bidder does not accept the contract, he forfeits the amount of deposit.

Bid Evaluation – The approach for selection of the bid award, which shall be based on the requirements set forth in the bid documents. The evaluation may include criteria to determine acceptability such as inspections, testing, quality, workmanship, delivery and suitability for a particular purpose and to existing systems and equipment or design. It may also be based on total and life cycle costs as well as freight, set-up, or installation charges.

Bid Opening – The process of opening and reading bids conducted at the time and place specified in the Invitation For Bid, and/or advertisement, and in the presence of all who wish to attend.

Bid Sample – A sample required of a bidder for examination, comparison, testing, and evaluation by the perspective purchaser.

Bidder – Any person submitting a competitive bid in response to a solicitation.

Bidders List – A vendors list maintained by a data management provider setting out the names and addresses of suppliers from whom bids, proposals and quotations can be solicited.

Blanket Order – A type of purchase order under which a purchaser contracts with a vendor to provide the purchaser's requirements for an item(s) or service on an as-required and over-the-counter basis. Properly prepared, such an arrangement sets a limit on the period of time it is valid and the maximum amount of money that can be spent at one time or within a specified period of time.

Boilerplate – Colloquial designation for standard terms and conditions, usually preprinted, incorporated in all Invitation for Bids, Request for Proposals or a contract or purchase order.

Brand Name – A product name that serves to identify a product of a particular manufacturer, a trade name.

Brand Name Specification – A specification that cites the brand name, model number or some other designation that identifies a specific product to be offered exclusive of others.

Brand Name or Equal Specification – A specification that cites brand names, model numbers, or other identifications as representing quality and performance called for, and inviting bids on comparable items or products of any manufacturer.

Breach of Contract – A failure without legal excuse, to perform any promise that forms a whole or part of a contract.

Breach of Warranty – An infraction of an expressed or implied agreement as to the title, quality, content, or condition of a product sold.

Bulk Purchasing – Purchasing in large quantities to seek a lower price per unit i.e. volume purchasing.

Buyer – A purchaser who buys goods or services from a vendor in a transaction.

Calendar Day – Every day shown on the calendar, Saturdays, Sundays, and holidays included.

Capital Improvement Project – Any public improvement which the Village undertakes including the construction or reconstruction in whole or in part of any building, road, highway, street improvements, plant structure, or facility necessary in carrying out the functions of the Village government.

Cash Discount – A discount from a bill if payment is made within a designated period.

Certificate of Non-collusion – A statement signed by a bidder and submitted with his bid affirming that his bid is made freely, independently and without consultation with any other bidder.

Change Order – A written order amending a purchase order to correct errors, omissions, or discrepancies in it, to cover acceptable cost over-runs and freight costs, to incorporate requirements to expand or reduce the scope of goods or services ordered, or to direct other changes in the contract execution to meet unforeseen field, emergency, climatic, regulatory, or market conditions.

Code of Ethics – The rules or standards governing the conduct of the members of a profession.

Collusion – A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful or unlawful purpose.

Collusive Bidding – The response to bid invitations by two or more vendors who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

Commodity – An article of trade, a movable article of value, something that is bought or sold; any movable or tangible thing that is produced or used as the subject of barter or sale.

Commodity Code – A system of words and numbers designed to identify and list commodities or services by classes and sub-classes.

Compensation - means the amount paid by the agency for goods or services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

Competition – The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and /or service.

Competitive Bidding – The submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services.

Competitive Sealed Bids or Competitive Sealed Quotes - means the process of receiving two or more sealed bids, proposals, or replies submitted by responsive vendors and includes bids, proposals, or replies transmitted by electronic means in lieu of or in addition to written bids, proposals, or replies.

Competitive Sealed Proposal – A method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible bidders who submit proposals and prices in the competition that meet the required criteria.
Competitive Solicitation or solicitation - means an invitation to bid, a request for proposals, or an invitation to negotiate.

Conflict of Interest – A situation where the personal interests of a contractor, public official or classified employee are, or appear to be, at odds with the best interests of the jurisdiction.

Consideration – Acts, promises, or things of value exchanged by two parties that validates a contract between them.

Construction services - means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property.

Consultant's Competitive Negotiation Act (CCNA) – A procedure established by Florida Statutes setting the requirements for acquisition of professional architectural, engineering, landscaping architectural or land-surveying services.

Consultants continuing contract - is a contract for professional services entered into in accordance with all the procedures of the CCNA whereby the firm provides professional services for projects in which construction costs do not exceed $2 million, for study activity when the fee for such professional service does not exceed $200,000.00, or for work of a specified nature as outlined in the contract, with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Continuing contract - is a contract for services or materials entered in accordance with all the Village's bid procedures whereby the firm provides goods & services for projects or work of a specified nature as outlined in the bid and contract. The contract must provide a termination clause.

Contract - A written agreement between two or more competent parties to perform or not perform a specific act or acts. Any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction. In addition to bilateral instruments, contracts include (but are not limited to) work orders or task orders issued under basic ordering agreements; letter contracts; Purchase Orders, under which the contract becomes effective by written acceptance or performance; leases, interlocal agreements, grants, sales agreements, service agreements, joint participation agreements, maintenance agreements, attachments, change orders, addendum, bonds, fee schedules, and any other related documents for incorporation into the contractual agreement. The words "Contract" and "Agreement" may be used interchangeably.

Contract Administration – The management of all actions that must be taken to assure compliance with the terms of the contract after the award of the contract.

Contract Execution – The act of overseeing the signing of a legally binding document that shall include signatures of the Contractor, Village Manager or Mayor, Village Attorney and Village Clerk with appropriate notaries and seals. The Village Clerk's office shall be responsible for the proper execution of formal contracts to include distribution of signed contracts and maintenance of the official record.

Contract Sign-Off Sheet – A review sheet, which must be signed by the originating Department Head, Finance Director, Risk Management and the Village Attorney. The amount of the contract,

the contract number, contractor's name, and contract period shall be listed. All contracts shall be processed through the Procurement Manager (PM OR DESIGNEE).

Contractor – Refers to a person who contracts to sell commodities or contractual services to the Village.

Contractual Services - means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development or design studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. "Contractual service" does not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered pursuant to Chapter 255 of the Florida Statutes and rules adopted thereunder.

Contractual Services Contract – Basic services provided to the Village under contract or Purchase Order in which charges, effective periods, and extent of work are defined. Examples of contractual services are janitorial services, maintenance services, mechanical services and construction services.

Davis-Bacon Act (1931) – A Federal law requiring all contractors performing Federally funded Public Works construction projects to pay their workers, at a minimum, the prevailing wage rate paid in the area for similar work, as set by the Secretary of Labor.

Debarment – The exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

Decentralized Purchasing – A system of purchasing in which there is a (varying) degree of delegation of authority, responsibility, and control of purchasing activities to the using agencies.

Delivery Schedule – A required or agreed upon time, or rate, for delivery of goods or services.

Design-Build - The requirement for which a single contract with a Design-Build firm is entered into for the design and construction of a "Capital Improvement construction project." Further, providing one single administrative entity (a firm as defined herein) responsible for design and construction under one contract where architectural and engineering services are performed by a registered architect or professional engineer and where construction services are performed by a certified or registered contractor.

Design-Build Firm - A partnership, joint venture, corporation or other legal entity which: Is certified under Florida State Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as a qualifying agent,

or is certified under Florida State Statute 471.023 to practice or to offer to practice engineering, or is certified under Florida State Statute 481.219 to practice or offer to practice architecture; or certified under Florida State Statute 481.319 to practice or offer to practice landscape architecture; or has among the principal parties to the legal entity a principal party which is certified under Florida State Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as a qualifying agent; or among the parties to the legal entity a principal party which is certified under Florida State Statute 471.023 to practice or to offer to practice engineering, or is certified under Florida State Statute 481.219 to practice or to offer to practice architecture; or certified under Florida State Statute 481.319 to practice or offer to practice landscape architecture.

Design-Build contract - means a single contract with a design-build firm for the design and construction of a public construction project.

Design criteria package - means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to the Village's request for proposal, or to permit the Village to enter a negotiated design-build contract. The design criteria package must specify performance-based criteria for the construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development or design requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

Design criteria professional - means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Discount – Vendor's deduction from the selling price, usually contingent upon some cost reducing condition such as prompt payment.

Disposal – The act of surrendering ownership of excess or surplus property.

Dispute – Disagreement between parties to a contract over performance or other contract term requiring administrative action to resolve.

Electronic posting or electronically post - means the posting of solicitations, Village decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated by the Village for this purpose.

Electronic record - means a record created, generated, sent, communicated, received, or stored by electronic means. (a) An electronic record or electronic signature is attributable to a person if the record or signature was the act of the person.

Electronic signature - an electronic sound, symbol, or process, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. Digital signatures are often used to implement electronic signatures, a broader term that refers to any electronic data that carries the intent of a signature.

Emergency Purchase – A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

Equal, Or Equivalent – A phrase used to indicate the acceptability of a product of similar or superior function, purpose, design, and/or performance. (See Brand Name)

Evaluation Criteria – Factors, usually weighted, relating to management capability, technical capability, manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer.

Expedite – Effort to assure delivery of goods purchased in accordance with a time schedule, or to accelerate delivery.

Extension - means an increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract.

Fiscal Year – A period of twelve consecutive months selected as a basis for annual financial reporting, planning or budgeting. The fiscal year for the Village of Palm Springs is October 1st through September 30th.

Fixed Asset – An asset of a long-term character having a useful life of more than one year and a value of at least $5,000.00, stands alone and functions by itself.

Fixed Price Contract – A contract that provides for a firm price, subject to any contractual conditions allowing price adjustment, under which the contractor bears the full responsibility for profit or loss.

Formal Advertising – The placement of a notice in a newspaper of general circulation according to legal requirements to inform the public that the Village is requesting bids on a specific purchase it intends to make.

Free on Board (F.O.B.) – Determines the point at which title for the shipment passes from vendor to purchaser.

F.O.B. Destination – The title changes from vendor to purchaser when the shipment reaches its destination.

Functional Specifications – A type or manner of writing a purchase description characterized by what results are required rather than a generic description of the product or service.

Guarantee – An assurance for the fulfillment of a condition, quality of, or the length of use to be expected from a product offered for sale.

GMP (Guaranteed Maximum Price) – The maximum to be paid for services and materials regardless of cost to contractor.

GSA (General Service Administration) - Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 (IT) and the Consolidated Products and Services Schedule contracts for associated special item numbers 1120 program (Law enforcement & drug).

Hold Harmless Clause – Contractual clause requiring the contractor to assume sole liability in any actions brought against the contract and absolving the jurisdiction from any responsibility.

Identical Bid – A bid that is the same in all salient respects with another bid. Identical Tie Bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the Village for the procurement of commodities or contractual services, the bid received from a business that certifies that it has implemented a drug-free workplace program, shall be given preference in the award process.

Informal Bid – A competitive bid or price quotation for supplies or services that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

Inventory – Goods in stock or an itemized list of the goods on hand at a particular time showing quantity, volume and values.

Indemnify – To protect against hurt or loss, to exempt from incurred penalties or liabilities. To compensate or pay for damage.

Invitation for Bid (IFB) - means a written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. It includes instructions prescribing all conditions for bidding. The invitation to bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency can establish precise specifications defining the actual commodity or group of commodities required.

Invitation to Negotiate - means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the Village determines that

negotiations may be necessary to receive the best value. A written solicitation includes a solicitation that is electronically posted.

Invoice - shall mean a formal billing submitted by a vendor showing the amount due and terms of payment for materials and/or services rendered. Invoices must be itemized in sufficient detail to permit proper audit by the auditing body or department.

Late Bid or Offer – A bid or offer received at the place specified in the solicitation after the time designated for all bids or proposals to be received.

Lead Time – The period of time from date of ordering to date of delivery. This includes the time required for the vendor to manufacture or prepare the goods for shipment and may include the time needed by the procurement function to process the purchase request, issue a solicitation, evaluate bids and award a contract.

Lease – A contract conveying from one person to another real estate or property for a term in return for a specified rent or other compensation.

Lease-Purchase Agreement – A lease contract containing a purchase option in which the lessee's periodic payments or parts thereof may be applied to serve both as the rental obligation and as installments for acquiring ownership of the property upon lessee exercising the purchase option, a conditional sales contract.

Legal Notice – Notice of a proposed purchase as required by law.

Life Cycle Costing – A procurement evaluation technique that considers operating, maintenance, money costs, other costs of ownership and usage and resale or residual value in addition to acquisition price in determining the award of contracts on the basis of lowest total cost over the period the item will be used.

Line Item – A procurement item specified in an Invitation for Bid for which the bidder is asked to tender an individual price and which, under the terms of the invitation, is usually susceptible to a separate contract award.

Liquidated Damages – An amount of money, designated in the solicitation and as part of a contract, to be calculated on a per diem or other basis and paid upon default of a contract.

Lump Sum – The total price of a group of items that are put together and priced as a whole, aggregate. A price not based on unit cost or quantities.

Material Safety Data Sheets (MSDS) – Documentation concerning a hazardous chemical. They identify the chemical, the common names of the ingredients, the physical and chemical characteristics, and the hazards of the chemical. They also include emergency and first aid procedures to be considered when working with that chemical.

May - denotes the permissive. However, the words "no person may..." means that no person is required, authorized, or permitted to do the act described.

Multi-Step Solicitation - A method of source selection involving at least two competitive steps.

Negotiate - or any form of that word means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price. Negotiation provides contracting through the use of proposals and discussions to obtain best and final offers that result in the best value to the Village.

Net Price – Price after all discounts, rebates, etc., have been allowed.

No Bid – A response to an Invitation for Bid stating that the respondent does not wish to submit a bid.

Non-responsive Bid – A bid that does not conform to the mandatory or essential requirements of the Invitation for Bid.

Notice of Award – A written notification from the jurisdiction to the successful bidder, stating that there is an award of a contract in accordance with a bid or proposal previously submitted. Electronic notice by fax or internet is considered written notification.

Option to Renew – A contract clause that allows a party to reinstate the contract for an additional term, in accordance with contract terms.

Order (Purchase) – A request or command issued to a supplier for goods or services at a specified price or agreed basis for payment.

Partial Payments – The payment authorized in a contract upon delivery of one or more complete units called for under the contract, or upon completion of one or more distinct items of service called for thereunder.

Payment Bond – A bond which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract. Also called labor and materials bond.

Payment request - means a request for payment for goods or services which conforms with all contracts and bid requirements specified by the Village.

Performance Bond – A contract of guaranty executed subsequent to award by a successful bidder to protect the Village from loss due to contractor's inability to complete the contract as agreed.

Performance Record – A record to indicate a supplier's ability to keep delivery promises and reliability, together with consistency of quality of the products.

Performance Specification – A specification describing the performance characteristics sought in a product or service, a purchase description accenting performance over design, a functional rather than a generic or physical specification.

Pre-Bid Conference – A meeting that is scheduled in a solicitation for the purpose of providing clarification as needed. Substantive questions raised at a pre-bid conference are answered in writing and may modify the solicitation.

Pre-Qualification of Bidders - The screening of potential vendors in which such factors as experience, financial capability, reputation, and management are considered in order to develop a list of qualified vendors who may then be allowed to submit bids/proposals. Pre-qualification is not a conclusive determination of responsibility, and a pre-qualified vendor may be rejected as non-responsible at a subsequent stage in the procurement process.

Pre-Solicitation Conference – An informal meeting inviting comments and suggestions from selected vendors on the draft of a proposed solicitation. Used for technical and complex service transactions.

Price – The amount of money that will purchase a definite quantity, weight, or other measure of a commodity or service.

Price Adjustment Clause – A condition in a solicitation and resultant contract that allows the price under the contract to decrease or increase under defined conditions; the condition should provide for the purchaser to cancel any individual item affected, or the contract, if a request for increase is not acceptable.

Privatization – The divestiture of a government program including control and management as well as real and personal property to private entrepreneurs.

Procurement – The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a requisition, through receipt and acceptance of delivery and processing of a final invoice for payment. The acts of preparing specifications, evaluating bids or proposals, making awards and administering contracts are involved; in some contexts, property management is implied.

Professional Services – services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance.

Professional Services as per CCNA – Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Progress Payments – Payments arranged in connection with purchase transactions requiring periodic payments for certain stated amounts or for specified percentages of the total purchase price.

Proper invoice - means an invoice which conforms with all contracts and bid requirements that have been specified by the Village.

Proposal - shall mean a written notice by a vendor setting forth the terms under which he will furnish supplies or services.

Protest – A written objective to a solicitation by a prospective bidder, a bidder, a contractor or other interested party with the intention of achieving a remedial result.

Public Emergency - shall mean the need for the procurement of goods or services arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of inhabitants of a political subdivision are involved.

Public Notice – Means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods include publication in newspapers of general circulation, electronic or paper mailing lists, and web site (s) designated and maintained for that purpose.

Purchase Description – The words used in a solicitation to describe the supplies, services or construction to be purchased, including any performance, physical or technical requirements. Unless the context requires otherwise, the terms "purchase description," "purchase specification," and "specification" may be used interchangeably.

Purchase Order - A purchaser's written document to a supplier formally stating all terms and conditions of a proposed transaction. A P.O. commits the Village financially, by encumbering funds.

Purchasing - Buying materials and services of the right quality, in the right quantity, at the right price, from the right source, and for delivery at the right time.

Purchasing Cycle – The full sequence of activities carried out by a purchasing department in the acquisition of goods and services. (See Procurement)

Purchasing Manual – A document that describes the rules and procedures to be followed by the using agencies.

Purchasing Policy – A course of action adopted in purchasing affairs.

Purchasing Procedure – A mode of conducting purchasing activities.

Qualified Bidder - shall mean vendor meets all qualifications set forth in the solicitation document.

Quotation – A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective purchaser, usually for purchases below the amount requiring formal bidding. May be non-binding if solicited to obtain market information for planning purposes.

Remedy – Any remedial right to which an aggrieved party is entitled with or without resort to a tribunal. U.C.C. Code, Section 1/201(34).

Renewal - means contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

Request for Information (RFI) - means a written request made by the Village to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the Village to form a binding contract.

Request for Proposal (RFP) - (1) The solicitation document used when price is not the determining criteria. (2) The solicitation document used in the competitive negotiated process. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to the award. (3) A written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the Village to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Village is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is electronically posted.

Request for Quotation (RFQu) – The document generally used for seeking competition on small purchases or on any purchase lower than the amount that requires competitive sealed bidding. May be used for obtaining price and delivery information for sole-source and emergencies. The Village requires the use of the electronic quote system to ensure competition on and equal playing field.

Requesting Department - shall mean the department originating the purchase.

Requirements Contract – An indefinite quantity and delivery contract in which purchase requirements are filled by the selected vendor, with deliveries to be scheduled by placing orders with the vendor.

Requisition - shall mean a written or electronic request to the Finance Department for one or more items or services necessary to perform or improve a particular function.

Respondent - A person or entity who submits an offer in response to a solicitation. May also be referred to as proposer, offeror or bidder.

Response - Any response of a respondent to a solicitation, which may include, as context requires, bids, offers, proposals, quotations, or other responses.
Responsible Bidder - A person who has the capability in all respects to perform in full the contract requirements, along with integrity and reliability that will ensure good faith performance.

Responsive Bidder - (1) A person who has submitted a bid which conforms in all material respects to the Invitation for Bids. (2) One whose bid conforms in all material respects to the terms, conditions, specifications and other requirements of the Invitation for Bids.

Salvage – Property that has some value in addition to its value as scrap, but which is no longer useful as a unit in its present condition and whose restoration to usefulness as a unit is economically not feasible.

Service Contract – A contract that calls for a contractor's time and effort rather than for a product.

Shall – denotes the imperative.

Single Source - Shall mean that a commodity or service can be purchased from multiple sources, but in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Site Inspection – The requirement in a solicitation that the potential bidders or offerors visit the physical location where the contract is to be performed to become familiar with site conditions.

Sole Source - Shall mean the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

Solicitation – A request for bids to provide supplies, services or construction.

Specification - shall mean a written description of the supplies needed, equipment or services setting forth in a clear and concise manner the characteristics of the items and/or services to be purchased and the circumstances under which the purchase will be made.

Standard – A characteristic or set of characteristics for an item that, for reasons of performance level, compatibility or interchangeability with other products, etc., is generally accepted by producers and by users of the item as a required characteristic of all items for the designed purpose.

Subcontractor – A party contracting with a prime contractor to perform all or any part of the latter's contract.

Surplus Property – Inventory not needed by the owning agency or by other agencies at the present time or in the foreseeable future.

Tabulation of Bids – A recording of bidders and abstract of their bids listing items offered, prices, deliveries, etc., in response to a specific solicitation, made for purposes of comparison and record-keeping.

Task Order - shall mean an order for services placed against an established contract.

Terms and Conditions – A general reference applied to the provisions under which bids must be submitted and which are applicable to most purchase contracts.

Terms of Payment – A purchase transactions required payment for the goods or services received, and with exception of an unusual exchange or barter agreement there are three basic payment terms: cash, open account, and secured account.

Vendor - Any individual, firm, corporation, etc., offering for sale, trade, exchange or otherwise supply items, goods, or services to the Village in exchange for compensation.

Village – Village of Palm Springs

Waiver of Bid(s) – A process authorized by law or rule whereby a government purchasing office may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.

Waiver of Mistake or Informality – The act of disregarding errors or technical nonconformities in bids which do not change the substance of the bid and will not adversely affect the competition between bidders.

Warranty – A representation either expressed or implied that a certain fact regarding the subject matter of a contract is presently true or will be true.

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Section 2 - Duties and Responsibilities

There are several methods of obtaining prices and making purchases, depending upon the dollar value of the purchase. With respect to all methods of bidding procedures, sufficient time shall be allowed for issuance and response to such bids. Purchases shall not be artificially divided to constitute a small purchase and circumvent the dollar limitations and requirements of this policy. Each vendor shall be given the same information when obtaining bids or quotes. All documentation obtained in the performance of completing requisitions and fulfilling purchase orders will be retained as a public record in accordance with Florida's Public Record Law. The authorizations and responsibilities outlined in this policy apply to all expenditures, except those specifically excluded herein.

2.1 Finance Responsibilities

The Finance Department is responsible for establishing purchasing policies and coordinating purchasing procedures for the Village, in collaboration with other Village Departments. They initiate the reports necessary to permit analysis of purchasing performance, consolidating the purchase of like or common items, analyzing prices paid for materials, equipment and services, and generally defining how to obtain savings. They also provide training and supervision for Village departments as well as Contract Administration and will review in coordination with Village Departments the policy on an annual basis.

Policy, Objectives & Compliance

i. Establish purchasing objectives, policies, programs, procedures, and standardized specifications for the acquisition of materials, equipment, supplies and services.
ii. Ensure all acquisitions comply with Federal, State, and Village laws and policies.

Coordination & Collaboration

i. Maintain regular communication and strong relationships with Village Departments to identify needs, clarify specifications, and coordinate purchasing activities.
ii. Work jointly with technical or user departments when drafting specifications and before placing orders.
iii. Engage with other public purchasing agencies to share best practices and resolve common issues.

Contract & Vendor Management

i. Administer contracts and negotiate or resolve any contract disputes.
ii. Assign task order numbers, maintain vendor relations, and inform departments about market trends and new products.

Monitoring, Reporting & Auditing

i. Generate and analyze purchasing performance reports.

ii. Audit departmental procurement activities to ensure policy compliance.

Support & Training

i. Prepare manuals, train and support staff and departments in the procurement processes.
ii. Foster an understanding of sound purchasing principles across the organizations.

2.2 Village Departmental Responsibilities

Given that the Village operates under a decentralized procurement model, the Procurement Manager (PM OR DESIGNEE) is responsible for providing the oversight and guidance; however, each requesting department must be fully familiar with the Purchasing Code and this Procurement Policy. Each department is ultimately accountable for managing all phases of the procurement cycle, including planning, research, development and execution.

Policy, Objectives & Compliance

i. Adhere to Village purchasing policies and codes.
ii. Confirm vendors are active and approved before imitating any purchase.
iii. Ensure all required contract documentation (insurance, bonds) is completed.
iv. Route purchases ≥ $50,000 through the PM or designee for review prior to submission for Council approval.
v. Inform PM or designee of any compliance or contract issues.
vi. Ensure all acquisitions comply with Federal, State, and Village laws and policies.

Requisition & Ordering

i. Submit requisitions or P-Card details with enough lead time for authorized approvers to review and the vendor to deliver goods and services.
ii. Reference task order numbers on all procurement documents.
iii. Prepare necessary technical specifications when required.
iv. Review departmental bid tabs/proposals in consultation with PM or designee.
v. For Council level approvals draft agenda items and meet submission deadlines.
vi. Ensure vendor executes and submits the finalized contract/agreement to the Village Clerk's Office by the deadline for agenda publication.

Post-Award Oversight

i. After delivery or project completion, verify receipt and correct pricing per contract or quotes items.
ii. Respond promptly to PM or designee inquires.

2.3 Attorney Responsibilities

Contracts and agreements shall be approved by the Village Attorney prior to execution as requested by the Procurement Manager or designee or Village Manager.

2.4 Village Manager Responsibilities

The Village Manager is hereby authorized to execute all Village contracts and agreements on behalf of the Village which will not exceed $50,000.00; as provided by the purchasing code. In addition, the Village Manager may delegate his or her contract authority, such delegation must be made in writing. All contractual language contained within the contract proposed for signature must be pre-approved by the Village Attorney for legal form and sufficiency, and all other applicable Procurement and Contract Management requirements of the Village shall be met.

The Village Manager is authorized to reduce the amount of performance and payment bond to 50% of the contract price for each bond when a written determination is made that is in the Village's best interest.

Approves selection committee recommendation(s) and negotiation committee recommendation(s) from the PM or designee.

Approves items related to procurement and contract management for agenda input.

The Village Manager may exempt transaction(s) from the standard processes of this policy if the transaction presents an emergency or if otherwise exempt in accordance with this policy. In the event of any emergency, the Village Manager may provide for expedited competition if practicable. The Village Manager shall also have the discretion to suspend or terminate any solicitation or pending procurement when deemed in the best interest of the Village of Palm Springs.

The Village Manager or designee may extend an expiring contract, with prorated dollar value, to ensure the continuity of Village services while a new contract is being awarded, not to exceed one hundred twenty (120) days.

2.5 Information Technology Responsibilities

All stand-alone and enterprise-based solutions including hardware, software, tablets, software as a service, GIS services and support, network components, storage, low-voltage cabling, printer, copiers, technology service agreements, and licensing related requisitions must have the IT Director or designee review and approval before a purchase order is issued. All purchases must have been formally required and approved for the respective fiscal year. In addition, digital investments that are defined as project will require a formal project plan submitted prior to the PM or designee and IT engagement.

Section 3 - General Guidelines

This section is an introduction to the general guidelines and/or rules for the purchasing process, which establishes policy. Subsequent sections provide those procedures and methods to be utilized to carry out this policy.

NOTE: No item or service is to be ordered, received, or paid for without a Purchase Order, Blanket Purchase Order, Emergency Purchase Order or Purchasing Card.

Regardless of the value, all requisitions / purchase orders / VISA transactions must have supporting documentation. Documentation can include, but is not limited to the following:

- price lists
- catalog pricing
- telephone documentation
- vendor quote sheet

A price list or catalog price does not exclude the requirement for obtaining more than one (1) quote when required.

3.1 Small Purchases

Definition. A "small purchase" is defined as a single procurement with a total contract value that is anticipated not to exceed $50,000 for goods and/or services.

Procedure. Small purchases shall follow the small purchase procedures set forth in this Procurement Policy, which include obtaining competitive quotes or informal proposals, where appropriate, to ensure the best value.

3.2 Large Purchases

Definition. A "large purchase" is defined as a single procurement with a total contract value that exceeds $50,000 for goods and/or services.

Procedure. Unless exempt or sourced through an alternative process, large purchases shall follow the formal solicitation procedures set forth in this Procurement Policy, which may include Invitations for Bid (IFB), Request for Proposals (RFP), or other competitive methods as determined by the PM or designee.

3.3 Procurement Card Purchases

The Village recommends using the Procurement Card for purchases when a purchase order is not accepted by the vendor. All Procurement Card purchases must follow the rules and procedures as per the Purchasing Card and Procedure Manual.

It is suggested when ordering by telephone that the order be faxed to the vendor to be used as a verification the order was received. The Quote Form may be used for this purpose.

All capital items purchased must be put on the Capital Card designated for that purpose or department.

Travel expense may only be charged to the travel card; no travel will be permitted on the procurement card.

3.4 Purchase Orders

The purchase order is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services. The purchase order number is the control and reference number, and it is to be entered on all receiving documents, invoices, and inquiries pertaining to items on order.

3.5 Sales Tax

Purchases shall not be made from vendors within the State of Florida who cannot or will not honor the Village's sales tax exemption. The employee initiating the purchase must provide the vendor with a copy of the Village's sales tax exemption certificate and verify that no sales tax has been charged on the receipt or invoice. If a sales tax is charged in error, it is the responsibility of the requesting department to obtain a refund directly from the vendor. The Village will not reimburse employees for sales tax paid out-of-pocket (exceptions are made to reimbursements aligned with bargaining agreements).

3.6 Local Preference

The Village Purchasing Code provides for local preference to be given first to businesses physically located within the Village. The second preference is within the Village and third is within the state. Village staff are strongly encouraged to use local businesses for purchases that are expected to have a total cost of less than $50,000. However, F.S. 255.0991 prohibits local preference on any construction project where 50% or more of the cost is being paid from state appropriated funds.

3.7 Ethical and Professional Conduct

Village employees shall be governed by the highest principles of honor and integrity in all public and personal relationships to merit respect and inspire the confidence of the organization and the public being served. Village Council members, officers and employees shall comply with the standards of conduct for public officers, employees and agents set forth in Florida Statutes, Sec.112.311-112.3261, and the Palm Beach County Code of Ethics (Sec. 2-441 et. seq.). To the extent that violations of these ethical standards of conduct constitute violations of the State

Criminal Code, they shall be punishable as provided therein. Such penalties shall be in addition to Village disciplinary action, up to and including termination of employment.

No Village employee shall engage in any act which conflicts with or creates an appearance of interference or conflict with performance of official duties. An employee shall be deemed to have a conflict of interest if:

A. Financial interest

The employee or any member of the employee's immediate family has a financial interest in any sale to the Village of any goods or services when such interest was received with prior knowledge that the Village intended to purchase the goods or services.

The employee participates in their employment capacity in the issuing of a purchase order or contract in which the Village employee or any member of the employee's immediate family has a private financial interest, direct or indirect, or regarding such contact performs some function requiring the exercise of discretion on behalf of the Village.

B. Gratuities

Except for courtesies allowed by law, no employee shall, directly or indirectly, give or receive or agree to receive any compensation, gift, reward, commission, or gratuity from any source except the Village for any matter directly connected with or related to the employee's official services with the Village.

C. Kickbacks

The employee solicits, accepts, or seeks a gift, gratuity, or favor from any person, firm or corporation involved in a contract or transaction which is part of a procurement process. It is unethical for any payment, gratuity, or offer of employment to be made as an inducement for the award of a contract or purchase order.

D. Use of confidential information

The employee discloses or uses without authorization confidential information concerning property or affairs of the Village to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the Village.

3.8 Public Records Law

All purchasing and acquisition activities take place in the open and are subject to Florida's Public Records Law, Chapter 119, Florida Statutes. As set forth in Florida Statute section 119.071(b)2 (as amended), "Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) ands. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision or within 30 days after opening the bids, proposals, or final replies, whichever is earlier." The Village shall maintain this Public Records exemption as applicable to each Village competitive solicitation.

3.9 Splitting Procurements and Unauthorized Procurements

No person shall cause or conspire to cause the splitting of any procurement for the purpose of evading the procedural requirements set forth in the Purchasing Code and this Procurement Policy. Splitting a procurement may result in disciplinary action. Further, no person may make any purchase utilizing Village funds unless specifically authorized to do so by the Village Code of Ordinances, resolution, or designation by the Village Council or Village Manager. Failure to obtain proper authorization for a procurement may result in disciplinary action. Payment for any unauthorized procurement may be the responsibility of the person placing the order.

3.10 Enforcement of the Procurement Policy

A. Non-criminal violations. A non-criminal violation is one in which there is no apparent intent to avoid or fail to comply with this policy. All village employees are subject to discipline as provided in the village's employment regulations for non-criminal violations.

B. Criminal violations. A criminal violation is one in which there appears to be an intentional violation of this policy resulting in, attempting to result in, or conspiring to result in significant loss to the village, having a monetary value of more than $100.00, or the commission of any other federal or state crime relating to purchases or acquisitions by employees, department directors, village manager or village elected officials. Such person may be charged with an appropriate misdemeanor or felony, and in addition may be disciplined as provided in the village's employment regulations. If a violation requires further investigation to determine if it is criminal in nature or to determine probable cause, the Palm Beach County Office of Inspector General may be requested by the village manager (if not involved) to investigate the violation and make a report to the village manager and/or council stating whether the violation is being referred to the appropriate law enforcement or prosecutorial agency for filing as a criminal matter.

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Section 4 - Purchasing Methods to Be Utilized

4.1 Competitive Formal (Sealed) Bid

This method is the most preferred and is used when: specifications are clear, competition is prevalent, substitutions are allowable, and time is not a constraint.

Sealed bids allow a maximum degree of competition among several suppliers offering similar products. As a result, prices obtained are generally considerably lower than standard "list" pricing. Sealed bids require considerable effort in the preparation of their terms, conditions, and specifications. Consequently, formal bidding may be impossible to use if time is a constraint.

4.2 Competitive Formal (Sealed) Proposal

This method of procurement is used when competitive sealed bidding is not practical.

Formal proposals differ from formal bids in the nature of their intent. Bids will usually supply, in detail, the nature and specifications of the goods or services desired. The requesting department has generally provided this data. Proposals, however, will specify the nature of a requirement that needs to be met. Often, the means of satisfying this requirement is unknown to the requesting department. Therefore, the Procurement Manager will request that vendors submit their proposals for accomplishing a specific goal. These proposals will be diverse relative to approach, means, and cost.

Formal proposals are best used when the objective is vague or lacking in detail; or when the vendor's knowledge of his or her field may provide innovative and economical solutions. Evaluation criteria must be included in the proposal.

The disadvantages of proposals include difficulty in judging among the submittals and lack of assurances that the vendor's proposal will accomplish the desired goal.

A Formal proposal for services for a specific time period may be used to set up Master Contracts. As per example, a Request for electrical services would be an appropriate use of the Master Contract method. These Master contract proposals are intended to be awarded to multiple firms that have equal qualifications for the type of trade service requested. Selection of the firm by project is made by availability and price negotiation or solicitation by E-bid to all firms under the trade service needed.

4.3 Consultant's Competitive Negotiation Act (CCNA)

This requires a Request for Qualifications (RFQ) for certain Professional Services. "Professional Services" within the CCNA means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state. (FS 287.055)

A Request for Qualifications for professional services that state and name the projects for a specific time period may be used to set up CCNA Continuing Service Contracts. As per example, a Request for architecture services that includes the 5-year Capital Improvement Plan. These Continuing contracts are intended to be awarded to multiple firms that have equal qualifications for the professional service requested. Selection of the firm by project is made by availability and price negotiation consistent with Florida Statutes.

4.4 Cooperative Purchasing

The term "cooperative purchasing" is used when two or more governmental entities combine their requirements and enter a contract that meets the needs of everyone in the group. Cooperative contracts can reduce administrative costs for procurement, save time, and result in lower product costs due to economies of scale when placing large orders. The Village Manager or Council may authorize membership in governmental cooperative organizations when necessary to satisfy by-law or organizational requirements. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this policy. The PM or designee shall review all cooperative purchasing requests to ensure that such purchases offer the best value to the Village. When applicable, a purchase order will be issued to take advantage of competitively sourced contracts. The council must approve all village purchases from a cooperative purchasing agreement which are anticipated to have a total value of more than $50,000.00.

4.5 State Contract and Other Government Agency Contracts (Piggyback)

The term "piggyback" refers to the purchase of commodities and services from vendors under contract with any other governmental entity. State, Government Agency and Organizations contracts have already been competitively bid, therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is particularly desirable if time is a constraint or if the chances of obtaining better prices from other sources is unlikely. This practice is commonly known as piggybacking. The PM or designee in coordination with the requesting department shall review all requests to utilize another governmental agency's contract to ensure the contract provides the best value to the Village, was competitively sourced in accordance with the Purchasing Code; remains active and unexpired; provided that, the source contract may expire during the duration of the Village's contract.

A separate written agreement between the Village and vendor may be required to utilize another agency's contract; if not, a purchase order may be utilized. If a separate written agreement is needed, the village may include those provisions that are statutorily required and other clarifying terms and conditions in the village's separate agreement so long as the material provisions of the other government agency contract are not altered. The requesting department must obtain informed consent from the originating governmental agency; however, the PM or designee may waive this requirement at their discretion. Piggybacking is not permitted where a specific

statutory procurement process is required (e.g., CCNA procurements; external auditor procurements, construction projects governed by Florida Statutes).

Piggyback procurements with a total contract value exceeding $50,000 must receive prior approval from the Village Council. Service and construction contracts may be piggybacked only if the source contract includes sufficient unit pricing to meet the Village's needs.

4.6 Sole Source

Sole sourced items must meet the following criteria:

A. It is the only item that will produce the desired results (or fulfill the specific need), and there are no alternates, and;
B. The item is available from only one source of supply.
C. Warranty requirements and compatibility to existing equipment shall be an acceptable justification for waiver of bidding requirements, provided the item is only available from one source of supply.
D. Some valid sole sources preclude competition because of the existence of patents rights, copyrights, secret processes, control of basic raw material, or similar circumstances, however, the mere existence of such rights or circumstances does not in and of itself justify the use of this authority.

The Village Council must approve sole source purchases that exceed $50,000.00 or more for products and services. Caution should be exercised when requesting "sole source" approval from Village Council for a purchase. In many cases, other sources do exist for a given item, and these must be investigated by the PM or designee before committing to "Sole Source". All sole source purchases must be bid out on the Village's Quote system for a period of at least 7 business days. Vendors should furnish a written justification supporting their sole source status to the requesting department.

4.7 Single Source

Single sourced items must meet the following criteria:

i. It is the only item that will produce the desired results (or fulfill the specific need), and there are no alternates, and;
ii. The item is available from only one source of supply,
iii. Warranty requirements and compatibility to existing equipment shall be an acceptable justification for waiver of bidding requirements, provided the item is only available from one source of supply.
iv. Some valid sole sources preclude competition because of the existence of patents rights, copyrights, secret processes, control of basic raw material, or similar circumstances, however, the mere existence of such rights or circumstances does not in and of itself justify the use of this authority.

Single sources shall include maintenance and service agreements, software upgrades and service agreements, software upgrades and leases. This would also apply when territorial agreements are in place among multiple dealers or distributors of a manufacturer's item. Under such circumstances, it is not necessary to require these dealers to compete against each other; therefore, the purchase may be made from the closest dealer to the Village.

The Village Council must approve single source purchases that exceed $50,000.00 or more for products and services. Vendors should furnish a written justification supporting their sole source status to the requesting department.

4.8 Best Interest Acquisition (Waiver)

The Village Manager or Designee may approve a best interest acquisition and waive the competitive selection procedures in the Purchasing Code and as outlined in this Procurement Policy when deemed in the best interest of the Village. All waiver requests shall be reviewed by the Procurement Manager (PM or designee) to ensure compliance with the Purchasing Code and applicable laws. The Village Council must approve best interest acquisition purchases that exceed $50,000.00 or more for products and services.

4.9 Village Standard

Where the Village has determined that a particular style, brand, make, or model is the only type that meets the Village's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the Village, the Village may acquire or contract for such goods without utilizing the competitive selection purchase requirements. Excluding exempt purchases listed in section 4.10, Village standard acquisitions where the expenditure by the Village (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than $50,000.00, shall be subject to approval by the Village Council.

4.10 Exempt Procurements

The goods and services listed below are deemed exempt from the competitive selection and solicitation requirements set forth in this Procurement Policy, provided they are included in the adopted annual budget. These procurements may be executed directly by the Village Manager or designee, who is authorized to select vendors and/or execute contracts as applicable.

The exempt procurements identified below as number (21), (22), (23), (24), (25), (27), (29), (30), (32), which have an anticipated value exceeding $50,000 must receive prior approval from the Village Council.

Exempt procurements include:

(1) Regulated services: Water, sewer, electricity, telephone, natural gas, solid waste disposal, or similar services where rates or prices are fixed by legislation or by federal, state, Village, or municipal regulations.
(2) Postage and postage meter permits.
(3) Recording fees.
(4) Pension benefits payments, Pension plan contributions.
(5) Debt service payments.
(6) Unemployment compensation.
(7) Tax withholding payments (FICA, Medicare, federal tax withholding).
(8) Payroll deduction liability payments, including, but not limited to, voluntary insurance policies, credit union deductions, Section 457 (deferred compensation) contributions, Roth IRA contributions, union dues, flex medical and flex dependent contributions, and garnishments (IRS, child support, court orders).
(09) Memberships, dues, subscriptions, publications.
(10) Advertisements for legal, promotional, or informative matters.
(11) Abstracts of titles or appraisals for real property.
(12) Legal services (as described below) and all services directly related to the provision of same, i.e., court reporters and expert witnesses.
(13) Patent, copyright, or other proprietary service fees (e.g., music licensing).
(14) Bank analysis fees.
(15) Merchant fees (credit card processing charges).
(16) Job related seminars, training and related travel, accommodations, and per diem expenses.
(17) Tuition reimbursements in accordance with village employment regulations.
(18) Safety shoe reimbursements.
(19) Vehicle tag, title, and registration fees.
(20) Proprietary software applications and/or the related maintenance or service agreements.
(21) Entertainment and entertainment-related services for village-sponsored events (i.e., special events, holiday celebrations, etc.).
(22) Authorized payment of donations or scholarships.
(23) Decorating contest awards.
(24) Payments to recreational contractual services such as umpires, referees, assignor fees, and recreational programs provided by independent contractors.
(25) Goods or services provided by governmental agencies, other public entities, universities and colleges or political subdivisions.
(26) Services required by proprietary ownership such as FPL, FEC and CSX and original equipment manufacturers (OEMs).
(27) Payments for casualty and property insurance after a competitive selection by the village's broker of record and approval of contract by village council.

(28) Payments for life, health, and dental insurance after a competitive selection by the village's broker of record and approval of contract by village council.
(29) Petty cash reimbursements.
(30) Professional services as described in section 4.10.
(31) Educational or academic programs.
(32) Artistic services (e.g., muralist, sculptor, musician, DJs, etc.).

4.10 Professional Services

The professional services listed below shall be provided in accordance with this Procurement Policy. If the total value of the professional services is anticipated to exceed $50,000, prior approval by the Village Council is required.

A. Design-Build Projects

All design-build projects shall comply with the applicable provisions of this Procurement Policy and Section 287.055, Florida Statutes, as amended. The PM or designee may, at his or her discretion, establish separate policies governing selection criteria and award procedures specific to design-build projects.

B. Auditor Services

The procurement of professional auditor services for annual financial audits shall comply with section 218.391, Florida Statutes, as amended. Auditors engaged for other purposes may be procured as professional services in accordance with the general procedures outlined in this Policy.

C. Legal Services

i. The Village Attorney may select legal counsel based on expertise and skill to provide special legal services to the Village, including services such as paralegal assistance, trial preparation, and mediator services, without the requirement of solicitation or competitive selection.
ii. The Village Council may retain legal counsel to provide special legal services directly to the Village Council without solicitation or competitive selection, provided the need for such legal services is determined at a public meeting.

D. Lobbying Services

The Village Manager, Village Council, or Village Attorney may select a person or firm to provide lobbying services to the Village without solicitation or competitive selection.

E. Consulting Services

The Village Manager may retain a consultant with distinctive expertise without solicitation or competitive selection for services not exceeding $50,000.

4.11 Federal Funded Procurement

Unless specifically authorized in the applicable federal funding regulations, purchases utilizing federal funding shall comply with the requirements of the 2 Code of Federal Regulations (CFR) sections 200.318 - 200.327 and/or other applicable federal regulations.

4.12 Emergency Procurement

A public emergency (threats to health, life or safety) or exigency (threats requiring an immediate response) exists that will not permit a delay resulting from competitive solicitation. An exigency or emergency period will last often for a short time – generally until roads are cleared and power is back on; this exception can only be used until the emergency or exigency period ends, at which time, the contract must be re-solicited under full and open competition. Competitive bidding is not required when an emergency exists; however, in making emergency purchases, an effort will be made to include the level of competition that is practical under the circumstances.

An "emergency" is defined as a situation brought about by a sudden unexpected turn of events:

I. Act of God, riots, fires, floods, accidents, or any circumstance or cause beyond the control of the Village in the normal conduct of its business; or

II. When immediate action is necessary to protect public health, safety, or welfare, or to prevent significant disruption to Village operations.

A. Declaration of Emergency by Village Council

1. If an emergency exists, and time permits, a resolution will be sought from Council that will: (a) contain a written finding of the existence of the emergency, (b) declare an emergency situation exists; (c) waive competitive requirements; and (d) authorize the award, on behalf of the Village, of all contracts necessary to address the emergency situation, including but not limited to, public works contracts and architectural and engineering services.

2. Unless otherwise provided by the emergency resolution adopted by Village Council, the Village staff will provide to Village Council with written reports of contracts awarded and purchases made under the emergency resolution.

B. Declaration of Emergency by Village Manager or Designee

1. If an emergency exists and time does not permit seeking a Village Council resolution, the Village Manager may declare an emergency to exist, waive competitive requirements, and award contracts on behalf of the Village to address the emergency. The Manager or designee shall have the authority to contract up to a total of $100,000 for goods and services without Village Council approval and up to a total of $150,000 if a quorum of the Village Council is not available for a meeting with a 24-hour period of emergency.

Employees are encouraged to use the Emergency Justification Form to request the Village Manager's declaration.

2. If a contract is awarded by the Village Manager without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the Village Manager, and that finding must be posted on the Village's website and reported to Village Council at the next available Council meeting following the award of the contract.

C. Declaration of Emergency by Department Director or Designee

1. If an emergency exists and time does not permit seeking a Village Council resolution or a Manager Declaration, the Department Director or designee may declare an emergency to exist, waive competitive requirements, and award contracts on behalf of the Village to address the emergency.

2. As soon as possible after the declaration of emergency, the department director will obtain oral or written approval from the Village Manager or designee and documentation within 24 hours. Written documentation reciting the facts that constituted the emergency, enumerating the purchases and their costs, and requesting that the waiver of competitive bid requirements be ratified.

3. If a contract is awarded under this section without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the department director, and that finding must be posted on the Village's website and reported to Village Council at the next available Council meeting following the award of the contract.

An "emergency purchase" must fit the circumstances noted above. Poor planning and inadequate management are not "emergencies" and cannot be treated as such. Purchases of this nature may be expedited but still do not justify "emergency" status.

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Section 5 – Purchase Thresholds

The procurement thresholds outlined below refer to the estimated or anticipated total contract value of a single procurement and determine which selection process is to be followed. For purposes of this Policy, the total contract value includes the projected expenditures for the initial term of the contract as well as any renewal or extension options that may be exercised.

Unless otherwise directed by the PM or designee, these thresholds do not apply to purchases made by multiple departments from the same vendor unless such purchases are awarded under a unified contract (e.g., Village Wide janitorial services).

5.1 Small Purchases Procedures

Small purchases are governed by the procedures below, based on the estimated total cost of the procurement. The total cost includes the full value of goods or services to be acquired and any related charges.

A. Small Purchases Estimated to Cost under $7,500

The procurement of a small purchase estimated to have a total cost of $7,500 or less requires approval by the requesting department director or their designee. The requesting department must issue a purchase requisition through the Village's purchase order system. Once completed and approved, the purchase requisition shall constitute the Village's authorization for the vendor to perform the work or deliver the goods. It is ***recommended*** that at least one (1) written price list and/or quote (via in person delivery, fax or email) is attached to the purchase requisition.

B. Small Purchases Estimated to Cost $7,501 but not to exceed $25,000

For small purchases with a total estimated cost between $7,501 and $25,000, the requesting department **must** obtain at least one (1) written price list and/or quote (via in person delivery, fax or email). While only one quote is required, it is strongly recommended that multiple quotations be solicited to ensure competitive pricing. A completed purchase requisition shall be submitted through the Village's purchase order system and approved by:

a. The requesting department director or their designee;
b. The Procurement Manager (PM or designee); and
c. The Finance Director or their designee.

If the procurement involves construction work, a formal contract shall be required unless waived by the PM OR DESIGNEE or Village Attorney.

C. Small Purchases Estimated to Cost more than $25,001 but not to exceed $50,000

Small purchases with an estimated total cost exceeding $25,001 but not to exceed $50,000 require approval by the requesting department director or their designee, the Procurement Manager (PM or designee), the Finance Director or their designee, and the Village Manager or

their designee. A completed purchase requisition must be submitted through the Village's purchase order system for processing.

The requesting department **must** obtain at least three (3) written quotations, including pricing, based on a clearly defined written purchase description (e.g. request for quotes), or through the issuance of a more formal solicitation. If a solicitation (such as an Invitation for Bids (IFB), Request for Proposals (RFP), or Request for Qualifications (RFQ) is issued, the process does not need to strictly follow the procedures established for Competitive Selection Purchases. The award recommendation shall be made by the requesting department director and the PM or designee to the most responsive and responsible vendor offering the best overall value to the Village. Quotes must be solicited from vendors that customarily provide the desired goods and services. All vendors must receive identical specifications and be allowed at least two (2) business days to submit a quote where feasible.

Acceptable methods of obtaining quotes include:

i. Direct contact with vendors;
ii. Use of web-based quote platforms (supplemented, if needed, with additional vendors not on the platform).

All procurement records must be retained in the procurement/requisition file and must include, at a minimum:

i. Vendor name and contact information;
ii. the purchase description or solicitation issued for the procurement or Quote Request document (if used);
iii. the date and amount of each quotation and specific information including:
    1. Delivery Time;
    2. Destination vs. Origin of Delivery (Destination preferred); and,
    3. Any applicable deadlines (e.g., time for quote acceptance; current supply will run out; services will end);

Note: If fewer than three (3) quotes are received by the designated deadline, the PM or designee may choose to:

a. Proceed with the award based on received quotations or solicitation responses;
b. Repeat the quote request or solicitation process;
c. Contact additional vendors directly; and/or
d. Conduct further market research to ascertain that the quotation(s) received and sought to be awarded is in the best interest of the Village.

5.2 Large Purchases Procedures

As more fully set forth in this Procurement Policy, Large purchases procedures shall follow Section 8 - Solicitations.

Section 6 – Purchase Requisitions/Orders

6.1 Purchase Requisitions

A. Purpose

Collectively the Finance Department and the Procurement Manager or designee are to assist with requests for materials, goods, services, construction and equipment by providing the right products or services in the right quantity, at the right price, at the right time, and at the right place. To accomplish this, it is necessary for the various departments to inform Finance and the PM or designee of their requirements by the preparation of a requisition submitted through the purchasing software system.

The purchase requisition serves to inform the needs of a specific user department and to correctly define the material or service requested. The requisition is not an order; it is merely the request to procure the item(s) or service(s) in accordance with established policies and procedures.

The procedures that are set forth in this manual have been established as a tool for the processing of all requisitions. The requisition will begin with the requesting department.

B. When to be Prepared

A review of the departmental workload will assist in the planning of work schedules to permit the orderly procurement and receipt of any materials required to complete the job.

Rush or emergency orders are costly. The departments should anticipate requirements and submit requisitions allowing ample time for complete action to secure the items needed at the time required.

C. Who Prepares

Requisitions shall originate in the using department at the level where the purchase is to be used and proceed with the approval of the Department Director or designee, PM or designee, Finance Director or designee, and as applicable Village Manager or designee.

Department heads may, at their discretion, designate certain other employees to approve purchase requisitions. People who are so authorized should complete a signature authorization sheet in the Finance department. The department must update these sheets whenever personnel changes occur.

D. Data Entry of Requisitions

See Requisition SOP for complete detailed instructions. A properly prepared requisition must contain the following information:

a. **Department** – Fill in your departments code or if it is for another department then enter their code. Selecting the ellipsis on the right of the cell will display a list of all department codes.
b. **Need by Date** – It is mandatory to indicate the date the items are to be delivered or service is to be completed within a specified period of time. Date should be reasonable and correct; dates that are out of line will be questioned.
c. **Vendor** – Enter the correct vendor number from the current vendor list or a new number obtained from the Finance Department.
d. **Ship To (Code #)** – This code indicates the department where the item is to be shipped. Selecting the ellipsis to the right of the cell will display a list of all codes and their assigned departments.
e. **Quantity and Unit** – Indicate each item and the quantity desired by unit of measure such as: each, dozen, gross, carton, case, gallon, pound, etc. If you are ordering by carton or case, please indicate the carton or case count on the requisition. In some cases, each manufacturer has a different case count for their goods.
f. **Unit Price/Extended Price** – Include the unit price or extended price, which may be a "quote" price received.
g. **Description** – Give a careful and precise description of the specifications of the item or service desired i.e. size, dimensions, type, weight, construction of item and/or equipment, and other pertinent information. If applicable, provide a manufacturer's brand name and model for the purpose of establishing a standard of quality. If the purchase is of a technical nature, specifications should accompany the requisition. If the item cannot be described, except with a great amount of detail, a brief description should be given, followed by the trade name or model number of an acceptable item or "equal". Indicate if the item is known to be on GSA, State or other contracts and note the contract number, or include the Quote number if $7,500.00 or more. Procurement will review all items to determine availability under contract.
h. **Account Number** – Indicate the expenditure code of your department. Particular attention should be given to coding expenditures to the appropriate account.
i. **Release** – Once the requisition has been completed it must be released. This allows the requisition to follow the workflow path for approval.

E. Approval and Workflows

After completion of data entry, and release, the computer will forward the requisition for review and approval by the designated approver for that department. Following that approval, the requisition is then available to the remaining approvers for review.

a. **PM or designee Responsibilities** - Review the requisition to determine if it is properly prepared, has the required quotes, approvals, and adequate description. If the information is incomplete the requisition will be rejected.
b. **Finance Responsibilities** - Review the requisition to determine if it is properly reflecting account codes and available budget. If the information is incomplete the requisition will be rejected.
c. **Village Manager Responsibilities** - Review the requisition to determine all prior authorizations have been met.

Once reviewed and authorizations are complete the requisition will encumber the funds. The purchase order is then distributed electronically to the proper users.

F. Rejections

The requisition is rejected and returned to the issuing department; examples of rejections are as follows:

i. Date needed is not reasonable
ii. Incorrect account numbers have been used
iii. Improper vendor
iv. Insufficient account balance available
v. Insufficient budget approval for capital items
vi. No quote number noted in the vendor sourcing notes.
vii. Contract number not shown
viii. Contract start, and end date not given
ix. Insurance, if required, not requested prior to commencement of work

6.2 Purchase Orders

A. Purpose

The purchase order is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services. The purchase order number is the control and reference number, and it is to be entered on all receiving documents, invoices, and inquiries pertaining to items on order.

B. When Issued

The Purchase orders shall be issued by the Finance Department only against Purchase Requisitions approved by a department head or designee. The Finance Department will maintain an updated listing of all authorized/designated signatures.

Department heads are responsible for advising the Finance Department about additions and/or deletions when personnel changes occur.

C. Who Issues

Only the Finance Department may issue Purchase Orders.

D. How to Prepare

The purchase order is prepared by the requisition and shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors.

E. Routing of Purchase Orders

The ERP System automatically emails the Purchase Order to the requesting department. All Village employees with access the ERP System may view the Purchase Order.

F. Change Orders

Whenever a change of any kind occurs after the original order is requested, refer to Section 7 within this policy.

G. Cancellation

If the requesting department wants to cancel an order, they must notify the vendor, in writing as soon as possible. They also must send a Change Order Request Form marked Cancel, with the reason for that cancellation properly noted, to the PM OR DESIGNEE. PM OR DESIGNEE will forward the request to the Finance Department to process the cancellation in the ERP system.

6.3 Receiving, Inspecting, Testing

A. Receiving and Inspecting

Check order for Purchase Order Number, if none are found do not accept merchandise. Have merchandise returned.

The order itself indicates to which location or department the materials and supplies are to be delivered. It is the responsibility of the user department to:

a. Receive product by checking the shipment upon delivery for possible shipping damage, matching quantity and description to the Purchase Order.
b. After determining that there is no damage and they have received the correct product and quantity, they must sign the delivery slip or Bill of Lading. Any discrepancies should be noted, and the vendor should be contacted immediately to receive proper credit before payment is made.
c. The packing slip or delivery receipt must be attached to the invoice and turned in by following their department's purchasing process.
d. When partial deliveries are made at the convenience of the vendor, payment will not be made until the complete delivery is made, unless partial shipment has been authorized when the purchase order was issued.

The following are steps to take when receiving material:

a. Verify the count. If there is a discrepancy, note shortage on both shipper's and deliverer's copies of the receipt.

b. Check for visible damage. Note on all receipts.
c. Check for concealed damage – make note of broken or crushed containers.
d. In signing a delivery receipt add "except for concealed damage, if any."
e. Notify carrier in writing of any damage found and request an inspection.
f. If you do not have time to verify delivery immediately upon receipt, please sign delivery ticket and include "delivery not checked for accuracy or damage".

B. Testing

Testing of certain materials and supplies is occasionally required. The requesting department and PM or designee is responsible for all details in connection with any necessary testing. Testing requirements should be included in the written specifications on the Purchase Order.

6.4 Invoices

An invoice is the vendor's statement of charges against the Village for materials or services rendered. These invoices are based upon the Purchase Order and should contain the same basic information. The processing of invoices may favorably or unfavorably affect the relationship between the Village and its suppliers.

What invoices should contain for PO Purchases:

a. Vendor name and address.
b. Invoice number and date of purchase.
c. Purchase Order number.
d. Taxes (if applicable), delivery charges or package listed separately from materials or services. **The Village is exempt from state sales tax; our tax-exempt number is on the purchase order form.**
e. Discount terms if available.
f. Invoices involving the purchase of goods must include item description, quantity, unit price, total price, and invoice total.
g. Invoices involving the purchase of services must include a detailed description of the services performed, when and where as well as the method of billing for those services (hourly rate, percentage of completion, cost plus fees, etc.).
h. Any other information required by written agreement or contract with the Village of Palm Springs.
i. Contract number, if applicable.
j. Quote number, if applicable.

A. Processing Invoices for Payment

Upon completion of delivery and acceptance of material or service, the department will immediately attach shipping documents or invoices, if received, electronically in the ERP system

receiving modular of the purchase order and forward to Accounts Payable in Finance. Vendors are directed to mail invoices directly to the requesting department.

An invoice which conforms with all the above requirements listed in section 6.4(a)- 5.4(j) is considered a Proper invoice. If an invoice is received lacking the outlined support, it shall be deemed improper. Return the invoice with an explanation of what is improper to the vendor within 10 days of date stamp of receipt.

The following steps shall be taken to acknowledge receipt of an invoice:

a. Date stamp all invoices
b. Verify invoice is a proper invoice
c. Complete receiving copy of the purchase order for payment if a proper invoice
d. Obtain proper signatures and dates on invoice if a proper invoice
e. Submit invoice with receiving copy of purchase order to Accounts Payable in Finance

B. Payment of Proper Invoices

The time at which payment is due for a purchase by the Village shall be calculated from:

1. The date on which a proper invoice is received by the Village;
2. Or on what the Village and vendor agree in a contract that provides dates relative to payment periods once a proper invoice is received; whichever date is latest.

C. Partial Payments

Partial payments will not be made except when partial deliveries are made for the convenience of the Village or when a discount is available.

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Section 7 – Change Orders

Whenever a change of any kind occurs after the original order is requested, a Change Order Request Form must be initiated. This form should be filled out completely by the originating department and sent to the PM or designee for review. Depending on the type of change, additional approvals may be needed before processing. After the change has been completed, the purchase order is reprinted with a notation of the change and the date completed under the description heading. The reprint has the same number of copies as the original and carries the same routing.

When a vendor notifies the Village that there is an error on a purchase order that has been issued to them, or a vendor's invoice does not match the Village's corresponding purchase order, then a change order may be required if agreeable to the Village. Change orders modify the original terms of the purchase order contract to coincide with the actual details of the delivered order, or to be consistent with the vendor's position.

Change orders must be initiated by use of the electronic Change Order Request Form which details the purchase order to be changed, and all changed items such as price, model number, freight allowances, etc.

7.1 Review of Purchase Order Change Orders

Before processing a change order, it is the responsibility of the Department Director, Project Manager or PM or designee to determine whether the change order is proper.

A change order is improper and should not be processed if any of the following conditions apply:

a. Authorized signature is invalid or missing.
b. Change order does not specify items to be changed.
c. Purchase order has been invoiced and check has been issued in payment (P.O. "closed").
d. Change requested is contrary to terms of original quotation or bid.
e. Change Order requests a decrease in cost of item. If the cost of a specific item is less than the cost on the purchase order Accounts Payable will pay the lesser cost. If the difference is grossly in error ($10,000.00) a change order is required.
f. Change Order will increase the total order to $50,001.00 or over (these change orders must first be approved by Village Council.)
g. Change Order requests an increase in the cost of an item for less than 10%. This difference may be paid by indication of the amount to be overpaid by Accounts Payable.

7.2 Processing Change Orders

An Electronic Change Order Request Form covering specific changes are received by the Project Manager, Department Director, and PM or designee, they are checked for accuracy and improprieties, then approved by the Village Manager or designee.

After review and approval, change orders are entered into the ERP system by the Finance staff. Specific notes are added about the change order to print on the Purchase Order when it is reprinted.

7.3 Change Orders Requiring Council Approval

A change order that brings the total value of the purchase order over $50,001.00 must receive Council approval before further processing. Change Orders must be submitted with documentation explaining the need for the increase.

NOTE: Change Orders that decrease the orders total, even though the original was approved by Council, do not require additional Council approval but do require Village Manager approval.

7.4 Procedure for Construction Change Orders

Department Directors may authorize all construction change orders. The purpose of this measure is to prevent construction delays caused by small changes. Change orders must be submitted by the Village. Explanatory memos or contractor's change order document must accompany the change order request, which will be reviewed by PM or designee to be validated as being accurate and as per contract.

It is the responsibility of the requesting department or project supervisor to monitor construction change orders and initiate a request for approval when the 10% or $50,000.00 threshold is reached. Once the threshold is passed all subsequent change orders for that project must be approved by Council.

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Section 8 – Solicitations

Formal (sealed) bids and proposals are the most effective procedures for soliciting competitive prices from vendors in the public (governmental) purchasing sector. In this section, the procedures for preparing and processing bids and proposals are addressed.

8.1 Requirements

For all procurements exceeding $50,000.00, unless otherwise approved as exempt or waived from the competitive selection process, the solicitation shall include at minimum:

a. The time and date for receipt of responses; the PM or designee address for responses to be delivered; the date and time for pre-bid meeting if provided; and, estimated time for acceptance by the Village;
b. The purchase description and all evaluation criteria to be utilized for award; and,
c. Any necessary business or contractual terms and conditions applicable to the procurement.

The PM or designee shall maintain standard templates for all solicitations and the requesting department shall complete the solicitation form and provide such details as may be necessary for the PM or designee to issue the solicitation.

8.2 Public Notice of Solicitations

Except as may otherwise be required by law, all procurement solicitations with a total contract value estimated to exceed $50,000 shall be posted or made available electronically and advertised in such a manner as to obtain the greatest, feasible number of responses. An advertisement for bids shall be posted on the Village's website or as required by law. All respondents should be given a minimum of ten (10) days from the date of the initial posting and advertising to respond to the solicitation. However, this minimum timeframe may be modified by the PM or designee.

The Public notice shall at minimum include:

i. where the solicitation may be obtained;
ii. provide time and date for pre-bid conference if one is provided;
iii. indicate the time and place for bids/proposal submittal and opening;
iv. briefly describe the supply and/or service solicited; and, that approval is subject to the Village Council or any other board/committee if applicable.

8.3 Pre-Bid and Pre-Proposal Conferences

A pre-bid conference may be scheduled by the PM or designee when it is deemed advisable to allow potential respondents to consult with the requesting department(s) to ensure clarity of the required supplies, services and construction, terms and conditions, and, if applicable, to view the

site where the work is to be performed. This conference shall be scheduled roughly in the middle of the solicitation period to allow enough time for vendors to prepare for the conference, and to consider the information provided during the conference.

Attendance at Pre-bid and Pre-proposal conferences by potential respondents is generally optional. However, attendance at such conferences may be made mandatory in exceptional circumstances depending upon the specific requirements of the procurement and only upon approval of the PM or designee.

8.4 Addenda to Solicitation Documents

There may be occasions when it will be necessary to change or clarify the specifications, statement/scope of works, terms, or conditions of a given solicitation prior to the deadline to respond. Such changes may be required in response to potential respondents' written requests, requesting department's requests/clarifications or as the result of a pre-bid/pre-proposal conference. Such changes and clarifications must be documented by the issuance of an addendum and made available to all potential respondents.

8.5 Solicitation Response Deadline

The Village shall not accept any late responses to any solicitations. All late responses will be disqualified and not considered for the award.

8.6 Receiving of Electronic Bids

The Village only conducts electronic bidding. These bid opportunities are advertised as E-bids. Each bidder submits bid using the Villages' bid data management vendor. The bid will be done through a secure locked box. Bidders can only view/submit their own Bid and will not have access to any other bidder's submittals. The Bidder's submittal may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The Procurement Manager will then open all the bids received. Bidders who are quoting electronically for the first time are strongly encouraged to visit the procurement webpage for details on how to register with the electronic bid platform.

8.7 Solicitation Response Opening

Except as required by section 255.0518, Florida Statutes (which sets forth the requirements for publicly opening seal bids or proposals with prices for construction or repairs on a public building or public work), all sealed bids/proposals or other solicitation responses shall be opened by the PM OR DESIGNEE or designee with at least one (1) other staff member present to witness the opening. The names of each respondent and the amount of their bids (if applicable) shall be documented. A record of the solicitation opening shall be kept in the procurement file and made available to all respondents after the bid opening (subject to Florida's Public Records Act, Chapter

119, Florida Statutes, and specifically, section 119.071(1)(b), Florida Statutes (regarding competitive solicitations).

8.8 Initial Assessment of Solicitation Responses

The PM or designee shall conduct an initial assessment of all responses received to a solicitation. This includes ensuring all required documentation has been submitted, completed and signed by someone authorized to bind the responding person/entity. The PM or designee may also commence reference checks and other due diligence on the responses at this time and/or delegate such responsibilities to the requesting department.

8.9 Evaluation of Solicitation Responses Generally

The following is the recommended process that should be utilized in the initial assessment of all received responses to a solicitation:

A. For IFBs and other solicitations where the evaluation criteria provides for award to the most responsive and responsible respondent who provides the best price/pricing/cost, the PM or designee, requesting department and/or their designee, may recommend the award with or without an evaluation committee.
B. For RFP, ITN, RFQ and other solicitations where the evaluation criteria governs the award and is not limited to the most responsive and responsible respondent who provides the best price/pricing, the PM or designee may request from the Village Manager to designate an evaluation committee of three (3) or more individuals responsible for the evaluation of the responses. The evaluation committee shall normally be comprised of Village employees from the requesting department, subject matter experts, an independent department representative, etc. Each member of the evaluation committee shall evaluate the responses based solely on the evaluation criteria set forth in the solicitation. Each member may consider the information in the response and any other relevant, information to complete his/her evaluation including, but not limited to, reference checks. Scoresheets shall be developed by the PM or designee in conjunction with the requesting department. The highest scoring respondent(s) shall be recommended for award.
C. All evaluation committee meetings are subject to Florida's Sunshine Law, section 286.011, Florida Statutes, unless a specific exemption applies. This means the meetings must be publicly noticed, open to the public and minutes of each meeting taken and retained. Public comment may be authorized at such meetings by the PM or designee and/or Chair. Section 286.0113, Florida Statutes, provides some exemptions for closing evaluation committee meetings and negotiations from the public. The exemptions must be strictly followed and authorized by the PM or designee or Village Attorney.

D. In any solicitation, the PM or designee and/or evaluation committee may request presentations from the respondents. The presentations may be before the PM or designee and/or evaluation committee or Village Council.
E. Once the highest ranked respondent is identified, the PM or designee, at the request of the requesting department may commence negotiations to finalize a draft contract. Negotiations may also be used to clarify and assure full understanding of the requirements of the solicitation and to revise the response received if consistent with the stated provisions of the solicitation. If negotiations fail with the highest ranked respondent, the PM or designee shall engage in negotiations with the next highest respondent until an agreeable draft contract can be reached.
F. The PM or designee shall issue an Intent to Award by written notice to all respondents unless the PM or designee recommends that it is in the best interest of the Village to reject any and all responses and/or cancel the solicitation. The recommendation will be made to the Village Manager who will make the final decision to reject any and all responses and/or cancel the solicitation.
G. The PM or designee issues an Intent to Award, which shall form the recommendation for award by the appropriate approving authority (i.e., Village Manager or designee or the Village Council). If the approving authority does not agree with the PM or designee Intent to Award, the approving authority may re-rank the responses to the solicitation consistent with the evaluation criteria set forth in the solicitation.

8.10 Tied Solicitation Responses

If two (2) or more responses are for the same total amount or unit price, quality and service being equal, the Intent to Award and resulting contract/purchase order shall be awarded based on the following criteria to be considered in the following order of priority:

1. Drug-Free Workplace policy: a response that certifies that it has implemented a drug free workplace program under section 287.087, Florida Statutes, shall be given preference in the award process.
2. Unless prohibited by applicable law, a local bidder with a primary business location within the Village.
3. Unless prohibited by applicable law, a local bidder with a primary business location within Palm Beach County.
4. Unless prohibited by applicable law, a bidder with a primary business location within the State of Florida.

If the above does not resolve the tie, the Village may split the award of a contract when it is the in the best interest of the Village. Alternatively, the tie bid may be resolved by lottery. Such lottery shall be conducted by the Village Manager or designee and shall be open to the public.

8.11 No Responses to Solicitation

If no responses are received to an issued solicitation, the PM or designee shall have the authority to approach the market and negotiate terms and pricing which provide the goods and/or services sought and utilize the best interest acquisition process as defined in the Purchasing Code.

8.12 Solicitation Award

Except as otherwise provided in Purchasing Code or this Procurement Policy, all contracts or purchase orders resulting from a solicitation process shall be awarded consistent with the solicitation and approved as follows:

A. The Village Manager or designee shall have the authority to approve the award of contracts and purchase orders for single procurements with a total contract value of $50,000 or less.

B. The Village Council shall have the authority to approve the award of contracts and purchase orders for single procurements with a total contract value exceeding $50,000.

8.13 Resulting Contracts

The Village has a contracts management policy. Requesting departments should review the contracts management policy to be familiar with the process for planning purposes. The requesting departments are responsible for all contract approvals, executions and monitoring their contracts (e.g., knowing the expiration/termination date) and evaluating their vendors' performance. The PM or designee will assist with these responsibilities and vendor performance issues.

8.14 Cone of Silence

The Village's cone of silence is set forth in the Village's Purchasing Code and the Palm Beach County Lobbyist Registration Ordinance, Section 2-355. Requesting department personnel should be familiar with the requirements and exceptions to the cone of silence. Calls from potential vendors (even if a solicitation has not been issued) should be responded to with caution and, if there is a concern about the cone of silence, potential vendors should be referred to the PM or designee.

For the Village, the cone of silence is in effect for all competitive selection solicitations as of the date the village first advertises, publishes, or issues (whichever is earlier) the competitive selection solicitation and shall terminate at the time the village council or employee authorized to act on behalf of the village council either rejects a response from that person or that person's representative, or the response is withdrawn by that person or that person's representative, or

other official action is taken by the village to end the competitive selection solicitation (e.g., reject all responses, awards the solicitation, etc.).

"Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village between:

1. Any entity or person or entity's or person's representative seeking an award from any competitive selection procedure; and

2. Any council member; any member of the selection committee; the village manager; or any village employee authorized to act on behalf of the village to award or recommend award of a particular purchase.

For the purposes of this section, an entity's or person's representative shall include, but not be limited to, the entity's or person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the entity or person.

The cone of silence shall be in effect as of the date the village advertises, publishes, or issues (whichever is earlier) the deadline to submit the proposal, bid, or other requested response to a competitive selection solicitation procedure. The cone of silence applies to any entity or person or any entity's or person's representative who responds to a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village and shall remain in effect until such response is either rejected by the village as applicable or withdrawn by the entity or person or entity's or person's representative. The invitations to bid, RFPs, ITNs or any other competitive selection procedure shall include the notice of the cone of silence and refer to this sub-section.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, presentations before selection committees, authorized contract negotiations, presentations made to the village council, and purchasing protests. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee; any dispute resolution process following the filing of a protest between the entity or person filing the protest and any employee; or any written correspondence at any time with any employee, council member, the village manager or selection committee member unless specifically prohibited by the applicable competitive selection procedure.

The cone of silence shall not apply to any purchasing anticipated to have a total value of $50,000.00 or less (unless otherwise stated in the solicitation).

The cone of silence shall terminate at the time the council, finance department, or village manager as applicable, awards or approves a contract, rejects all bids, proposals, or other requested responses, or otherwise takes action which ends the purchasing procedure.

Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

8.15 Protests

The protest process is defined in the Village's Purchasing Code. The PM or designee shall ensure all protests received adhere to the requirements set forth in the Purchasing Code.

8.16 Public Record Requests

If anyone makes a request to inspect or obtain copies of the Village's solicitation and responses, the request should be treated as a public records request under Florida's Public Records Act, Chapter 119, Florida Statutes. Under section 119.071(1)(b), Florida Statutes, the responses to a solicitation are generally exempt from public inspection and copying until the earlier of the following: 30 days after the Village's opening of the responses; or, the date of the PM or designee notice of award.

However, if the PM or designee is considering to make the recommendation to the Village Manager rejecting all response and intends to re-issue the solicitation, the timeframe for the exemption may be extended. Further, if the solicitation requested financial statements for a road or public work project, the financial statements may be exempt under section 119.071(1)(c), Florida Statutes. Finally, if the Village receives responses that are marked as "confidential", "proprietary" or other marking to suggest the information may be a "trade secret" of a respondent, coordination with the Village Attorney should occur prior to releasing any such response.

8.17 Procurement File

The PM OR DESIGNEE shall maintain a procurement file on each competitive selection purchase or small purchase in which a formal solicitation was issued. The file shall contain a copy of the solicitation (including any exhibits or addendum issued) and all responses. The file shall be maintained in accordance with Florida's General Records Schedules maintained by the Florida Department of State, Division of Library and Information Services (as may be amended from time to time).

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Section 9 – Solicitation Types

The following types of formal solicitations are generally used for large procurements.

9.1 Formal Bids – Invitation for Bid (IFB)

A. Purpose of Bid

Before proceeding with any bid, PM or designee must determine the purpose that is to be served. Will the bid result in procuring goods, services, or a combination of both? Is there a necessity for special protection for the Village through bonds and insurance? Will the contract provide a one-time purchase or an annual blanket agreement? All these questions and more must be answered before preparing the bid for issuance.

B. Conditions for Use

Invitation for Bid (IFB) may be used when the following conditions are met:

a. The procurement has a total contract value estimated to exceed $50,000;
b. Precise specifications of the goods needed and/or service are known and can be described in an IFB;
c. Adequate number of vendors are available.

C. Vendor Availability

A vendor list sufficient to generate at least three responses is required for all purchases over $50,000.00

Potential suppliers may be located by using the following resources:

a. Data Management Vendor/Bidder's List (Currently Demand Star)
b. State Purchasing Contracts
c. Product Catalogs
d. Telephone Directories
e. Purchasing Records
f. Thomas Register
g. McRae's Blue Book
h. Department Head Recommendation
i. Trade Journals
j. Salesperson

D. Bid Formatting

To avoid duplication of effort in bid preparation, the PM or designee has created a bid format, which provides the "boilerplate" or general terms and conditions of the bid.

Care is taken that appropriate protection is afforded the Village through requirements for bid bonds, insurance, and/or performance and payment bonds. Deletion of these items may result

in loss of any meaningful protection for the Village in the event of a vendor default or non-compliance.

E. Bid Conditions

In addition to the general conditions or "boilerplate", most bids require special conditions, which pertain specifically to the bid in question. Conditions differ from specifications in that conditions refer to requirements, which must be met by the bidder before specifications of the bid item are even considered. For example, a supplier of furniture who cannot meet the required condition of a 30-day delivery will be eliminated, even though his furniture may meet all physical specifications.

Conditions allow the Village a high level of protection by the inclusion of various clauses related to renewal of contract, cancellation, settlement of disputes, payment terms, delivery schedules, etc. Procurement staff should remember that, by referencing the bid in their purchase order, they effectively bind the vendor to the terms, conditions, and specifications of that document. Therefore, should disputes arise, the written contract (bid and purchase order) will prevail.

F. Bid Specifications

Except for technical Village-wide requirements (such as fuel), specifications for all other departmental bids should be provided by the requesting department. These technical specifications need to be provided to PM or designee in an electronic format, preferably Word.

The reasons for this policy are as follows:

a. As prime user, the department is best aware of any special characteristics or problems.
b. Because they probably utilize the item daily to be bid on, the department is best aware of any new development in that product field.
c. Scientific, engineering, or other technical descriptions must be provided by departmental staff who are qualified to do so.

Procurement staff should not be placed in the position of deciding upon and specifying bid items for individual department usage. Procurement may assist in writing technical specifications; however, they must be reviewed and approved by the using department.

Specifications are the basis for a vendor's bid. Realizing that his bid will be compared primarily based on price, a vendor will seek to offer an item that only meets the specifications. Consequently, it is vital that specifications make no assumptions but rather detail every important facet of the item in question. To do so invites delivery of items which meet specifications but fail to meet the department's expectations.

A specification is defined as "a concise statement of a set of requirements to be satisfied by a product, material, or a process indicating whenever appropriate, the procedure by means of which it may be determined whether the requirements given are satisfied."

The object of the PM or designee is to arrive at "performance specifications" which satisfy the need while allowing the greatest number of competing firms to bid. Therefore, it is more desirable to describe an item by the job it is intended to do and the physical characteristics it must exhibit than merely to specify a given brand and model with no substitutions.

Specifications may be by performance description, or brand name; or a combination of the above. In some cases, description by noting the brand name of an acceptable unit may be the preferred method. However, to assure competition when using brand names, the phrase "or equal" should always follow the brand description. This allows vendors of similar products to bid thus promoting maximum competition and the best value for the Village. Should proof of equivalency arise, the burden is on the substituting vendor to provide it. Final judgment of equivalency shall reside with the PM or designee or his/her designee.

G. Bid Form

Aside from any attachments such as plans or drawings, a separate document titled "Bid Form" shall be provided. This page provides blank spaces labeled for the vendor's company name, address, phone number, signature, title, date, their bid price by unit and/or total, delivery data, freight charges, warranty data, and any other special information required by a specific bid.

Vendors will be advised in the bid document to use only the provided "Bid Form" for their response. Another clause on the "Bid Reply Sheet" will state that the vendor, by submitting his bid, acknowledges that he will meet all bid terms, conditions, and specifications. The purpose of these clauses is to control the bid submittal documents so that vendors do not submit bids which include verbiage negating or modifying the terms of the bid. Any vendor that attempts to do so, to the disadvantage of the Village, will be rejected.

H. Electronic Bid Reply

To submit an electronic bid:

Log onto electronic bid platform, Read the Bid Specifications and Download the Bid Reply Document and fill in:

1. The Contractor's name and address
2. List any addenda that were issued
3. List the Total Project Lump Sum Amount
4. List the number of days to complete the project
5. Electronically sign and date the document
6. Save the document to your computer Word files
7. Upload the completed Documents as listed in the Bid Reply on the electronic bid platform
8. List on the e-bid electronic reply the total amount of the quote.
9. Click on the "Submit Response" button.
10. Check to verify that your response was submitted.

I. Insurance

Insurance is required to safeguard the Village from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his or her own cost, must secure insurance policies that name the Village of Palm Springs as an "additional insured" party.

Bidders are required to submit proof of insurance to the Village with their Bid Form including the types and dollar amounts of coverage they currently maintain. Requirements include (which may vary and should be reviewed prior to issuance of the solicitation):

Workers Compensation – The Selected Bidder shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Business Auto Policy – The Selected Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Bidder does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Bidder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the Village shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability – The Selected Bidder shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the Village reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting

Period (SERP) during the life of a Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. Use with consultants or engineers only.

Additional Insured Requirements – Except as to Workers' Compensation, Professional Liability, and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Village of Palm Springs, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read "Village of Palm Springs, political subdivision of the State of Florida, its officers, employees and agents along with the Contract and Bid number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Village prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Village as to form and types of coverage. In the event that the statutory liability of the Village is amended during the term of this agreement to exceed the above limits, the Selected Bidder shall be required, upon thirty (30) days written notice by the Village, to provide coverage at least equal to the amended statutory limit of liability of the Village.

Subcontractors – It shall be the responsibility of the Selected Bidder to ensure that all subcontractors comply with the same insurance requirements referenced above.

Deductible Amounts – All deductible amounts shall be paid for and be the responsibility of the Selected Bidder for any and all claims under this contract.

Umbrella or Excess Liability – Selected Bidder may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form", the Village shall be endorsed as an "Additional Insured".

Coverage limits will be set at the advice of the Risk Management Department and should not be changed without their approval. The Village, by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage. The above referenced Insurance Requirements are for use when a contract is utilized, or any work will be done on Village property.

J. Bonds

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his obligations. Bonds must be secured by the bidder at his own cost, and generally may be classified as follows:

Bid Bond: This is a document, usually in an amount of 5% of the bid, which guarantees that the bidder will enter a contract with the Village if he wins the award. Bid bonds protect the Village from erroneous or deliberate low bids which the vendor has no intention of honoring. Should he fail to enter a contract, the bid bond is forfeited. Bid bonds must be submitted with the bid.

Performance Bond: This bond is a surety instrument guaranteeing that the vendor will perform according to the terms of the contract and is generally in an amount of 100% of the bid. This bond affords protection from non-performance and non-completion of major contracts, the efforts of which would result in considerable injury to the Village. Should the vendor default, the bond is cashed, and the Village may then utilize the funds to complete the contract with another vendor. Performance bonds are submitted upon award of the contract. Public Construction Bonds (which is both a Payment and Performance Bond) is required for all construction contracts more than $200,000.00, as per section 255.05, Florida Statutes.

Cash Bond: In the amount of the bid or contract award.

Letter of Credit: Preferred in the case of certain construction projects or multi-year contracts. Must be irrevocable.

Payment Bond: This bond guarantees payment of sub-contractors and suppliers providing goods and services to the general contractor, who is under contract to the Village. The payment bond relieves the Village of financial liens against a project should the general contractor fail to pay his suppliers and sub-contractors. These creditors will look to the bond for payment. Payment bonds are submitted upon award of the contract. (Note: Safekeeping procedures for custody of bonds and bid deposits will be determined by the Finance and Procurement staff.) Payment bonds required for all projects more than $200,000.00 per FS255.05.

Labor & Material Bond: Same requirements as the Payment Bond.

All bond guaranty may, at the discretion of the Village be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the department. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts as per Florida Statutes.

K. Alternate Bids, Approved Equivalents

The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must

explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The Village of Palm Springs reserves the right to determine acceptance of proposed equivalent or equal items.

If an Invitation for Bid does not expressly permit the submission of alternate bids, a bid which qualifies the specifications should be rejected as unresponsive. However, if a bidder submits a bid conforming to the specification and offers an alternate, the alternate may be accepted if the bidder is the best value on both bids. Therefore, no prejudice results to the other bidders.

L. Only One Bid Received

When only one bid is received, the following steps are necessary:

1. Accept or reject the bid based on information received and taking into consideration the Village's position favoring competition.
2. Accept the bid if time is crucial and cost is reasonable, as the opportunity for competition was afforded by initial competition.
3. Reject the bid if time permits for re-solicitation.
4. Review specifications and bid list, revise if necessary and rebid per regular procedures.
5. PM or designee may negotiate with the one bidder if the price is over the approved budget or PM or designee feels it would be advantageous to the Village.

M. Waiver of Informalities

Bids may be defective in that they fail to give certain information requested by the invitation. For example, a bid may fail to furnish required catalogs or descriptive data. These "minor" informalities may be corrected by allowing the bidder to furnish the information prior to award, or by waiving them if time does not permit their correction.

The difference between a minor informality and a failure to conform to the essential requirements of the invitation may be difficult to determine without legal advice. Nevertheless, the decision to allow the defect to be corrected will be judged according to the fundamental principle – Is it in the best interest of the Village to do so and will it be prejudicial to the interests of the other bidders.

The Village reserves the right to waive any bid informalities when deemed in their best interest.

N. Tabulation of Bids

The requirement for recording bids involves the preparation of a Bid Tabulation Report. The information which normally is transcribed on the bid tabulation includes the invitation number, opening time and date, item number, description of items and services, quantity, unit, unit price, bidder's name and location, deliveries, remarks or any other information which will be

helpful in making the evaluation. The bid tabulation is available on the Village's website or through the Village's Data Management Vendor once an intent to award has been issued.

O. Bid Review

PM OR DESIGNEE should thoroughly review each bid for compliance with specifications. After review, copies of the tabulation sheet, Bid Forms, and all pertinent documents such as warranties, brochures etc. should be forwarded to the requesting department of those bids that are in compliance with the bid. The originals will be sent with the council agenda.

The requesting department should thoroughly review each bid for compliance with technical specifications. Bid items not meeting minimum specifications should be rejected. In general, the lowest bid meeting specifications should be awarded the contract, if it provides the best value to the Village.

P. General Criteria for Award

Recommendations for award of bids are made to the Village Council based on the best value to the Village meeting all conditions and requirements of the specifications.

The following criteria will be used to select the bid that will provide the best value to the Village:

1. In General:
    a. It has sufficient financial resources to complete the order.
    b. Can meet quoted delivery considering all other business commitments.
    c. It has a satisfactory record of performance.
    d. Has adequate staffing to fulfill requirements.
    e. It has the necessary production, technical equipment and facilities (or ability to readily obtain them).
    f. It has necessary organizational experience, operational controls, and technical skills (or ability to readily obtain them).
    g. Is a manufacturer, supplier, authorized distributor or vendor for the requirement.
    h. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
    i. Has bid within a competitive price range in relation to the needed goods, services or construction.
    j. The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
    k. The bidder's past performance.
    l. Has met all requirements of the solicitation (delivery, quality and price).
    m. Has met bounds of commonality. Absolute conformity is not

required, just substantial or material compliance.

n. Has met bid security requirements. Lack of security, where required, is a material nonconformity.

2. Price: Evaluate the pricing offered by the bidder; consider lifecycle costing, depreciation, and service contracts.

3. Value Added: The amount or dollar value of a service that the bidder may be able to provide the Village.
   a. Value added may be an actual amount given to the Village as a signing bonus.
   b. Value added may be equipment or services given to the Village. In this case the value will be determined by the Village for the goods or services not the bidder.

Should there be reason not to award to the lowest bidder, the decision must be fully explained in a memo from the requesting department for formal evaluation by Procurement staff.

Q. Negotiation of Bids

The Village reserves the right to negotiate prices with the bidder that provides the best value to the Village provided that the scope of work of the solicitation remains the same. The Village may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the Village.

R. Best and Final Offer

The Village reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The Village at any time during these negotiations may request a “best and final offer” from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the Village the “best and final offer” will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

S. Rejection of Bids

PM OR DESIGNEE shall have the power to recommend rejection of all bids to the Village Manager or designee. The following reasons may be considered causes for rejection:

1. All prices too high or unbalanced.
2. Sufficient funds not budgeted or available.
3. An error in the specification sufficient to have caused confusion and

misunderstanding among bidders.

4. The item on which bids were requested is not needed.
5. Lack of adequate competition.
6. Noncompliance of specifications.
7. Submission of more than one bid in response to a single invitation.
8. Lack of adequate work history and/or work experience.

T. Recommendation of Awards

After their review, the requesting department must forward their recommendation to Procurement. Provided there is no disagreement, Procurement will then forward an Agenda Item Request to the department which shall be signed by the department head and returned to the PM or designee office. PM or designee will approve and forward to Village Manager for approval. Village Manager sends to the Village Clerk's office to be placed on the next available meeting's agenda.

The Village may not accept proposals from firms, that have had adversarial relationships with the Village or firms that have represented entities that have had adversarial relationships with the Village. This includes the firm, employees and financial or legal interests.

The Village will not enter a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties, List, Suspended List or Debarment List

Formal bid awards are made only by the Village Council. PM OR DESIGNEE will post a Notice of Award on the electronic bid platform and Village Hall Lobby Display. Bidders are encouraged to attend the Council meeting the date the contract is being awarded. After Council approval of a purchase award, the Village Clerk will send a copy of the Council Action to the PM OR DESIGNEE, and Finance. PM OR DESIGNEE will then post the Award on the electronic bid platform and Village Hall Lobby Display.

The PM or designee or department will prepare a requisition for the award.

9.2 Formal Proposal- Request for Proposals (RFP)

A. Purpose of Proposals

As with bids, the primary action is to ascertain clearly the purpose to be served by the proposal. Proposals are by nature more general than bids; thus, it is vital to provide the correct parameters within which the vendors are to operate. Otherwise, confusion and misinterpretation may result in proposals which do not address the matter in question.

B. Proposal Format

As in the case of bids, a prepared standard format is maintained by the PM or designee for proposals.

C. Proposal Conditions and Specifications

Conditions and specifications for a formal proposal generally differ from the same items for a bid in the following ways:

i. Due to the general nature of a Request for Proposal, conditions and specifications may be intermingled rather than separate.

ii. Both conditions and specifications will tend to be broad, allowing the vendors a wide range of options from which to arrive at a proposal which accomplishes the desired goal.

iii. Conditions and specifications serve more as guidelines than strict standards. The object is to allow the vendor's own expertise to design a proposal which will fulfill the Village's ultimate specified result.

Conditions and specifications need not be so broad as to promote uninhibited proposals. By establishing boundaries within which to operate and pointing the vendor toward the direction of the Village's goal, the Request for Proposal seeks to elicit the best talents in the marketplace to fulfill its needs.

D. Submission of a Formal Proposal

Proposals should be supplied directly by the vendor as directed in the solicitation using the format and forms available in the "Request for Proposal" document.

E. Insurance, Bonds, Letter of Credit

As in the case of bids, the Village may require letters of credit, insurance, and/or bonds to protect its interests. Since these are covered in the previous pages pertaining to "Formal Bids", it will not be duplicated here. Generally, proposals do not require bid bonds.

F. Formal Proposal Opening

The opening should be carried out in a professional, business-like manner as noted in the previous section on bids. Proposals arriving after the opening date and time will be treated in the same manner as late bids. Restrictions on non-Village personnel reviewing the proposals also are the same as with formal bids.

As proposals are opened, the PM or designee shall announce the name of each vendor, their address, and then confirm the number of proposals submitted. At this time, no attempt should be made to read or compare the proposals. The proposals will be reviewed and verified for compliance by the PM or designee. Only copies of the proposals that are in compliance will be distributed to all members of the Proposal Selection Committee; with one copy of each proposal maintained in the PM or designee file.

G. Proposal Review

Proposals may be reviewed by the requesting department or by a Selection Committee. The committee approach is often chosen when dealing with complex projects requiring input from various departments. The committee members will be selected by the Village Manager or their designee. If the committee approach is selected then the Chair of the Selection Committee will be available to the PM or designee to facilitate meetings, prepare recommendations for the top-ranked firms, negotiate and prepare final contract documents. All committee meetings will be advertised and open to the public. PM or designee will record and document all committee meetings.

When price is the primary consideration, the lowest bidder whose proposal meets the specifications and provides the best value to be Village should be chosen. However, when price is not the primary consideration and design, quality, or other factors are paramount the decision must be formally documented by the department or committee.

As in the case of bids, the Village reserves the right to negotiate prices and scope of work as covered in the previous pages pertaining to "Formal Bids", it will not be duplicated here.

H. Recommendation of Award

After their review, the requesting department must forward their recommendation to PM or designee. Provided there is no disagreement, Procurement will then forward an Agenda Item Request to the department which shall be signed by the department head and returned to the PM or designee office. PM or designee will approve and forward to Village Manager for approval. Village Manager sends to the Village Clerk's office to be placed on the next available meeting's agenda.

Formal bid awards are made only by the Village Council. PM or designee will post a Notice of Award on the Village's Data Management Vendor System and website. Bidders are encouraged to attend the Council meeting the date the contract is being awarded. After Council approval of a purchase award, the Village Clerk will send a copy of the Council Action to the PM or designee, and Finance. PM or designee will then post the Award on the Village's Data Management Vendor System and website.

9.3 Other Competitive Selection Purchase Processes

In addition to IFB, RFP or ITN, the PM OR DESIGNEE may authorize the use of the following other solicitation methods for competitive selection purchases.

A. Request for Qualifications (RFQ)

Used to obtain statements of qualification from potential bidders or proposers when the scope of services cannot, or has not, been completely established by the Village. RFQ can be used as an independent document or as an integral part of IFB or RFP process. This process is used for the

purpose of the identification of specific qualifications to evaluate and prequalify responding bidders or proposers.

B. Request for Information (RFI)

Typically utilized as an informal solicitation for the purpose of seeking information, comments, or reactions from the industry, but can be used in conjunction with more formal methods of solicitation. An RFI may be used during the market research phase of an acquisition to assist the Village in identifying potential proposers, approaches, prices, or other relevant information. The RFI precedes the issuance of a RFP, IFB or RFQ. Contract awards will not be made on responses to an RFI unless it is determined that sole source purchase applies and is in the best interest of the Village.

C. Other Formal Soliciation Methods

For procurements with an estimated total contract value that will exceed $50,000, the PM or designee may use other competitive selection procedures determined to be in the Village's best interest not listed in this policy.

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Section 10 – Specifications

10.1 Specifications Development

A good specification describes the commodity or service required in terms clearly understandable to both the seller and the buyer.

In considering and developing specifications, it must always be remembered that expenditures of the Village of Palm Springs is derived from public sources and cannot be expected to provide for unwarranted levels of quality. Therefore, the general policy of purchasing good, standard grades of merchandise, which represent an optimum of quality and price and provide a satisfactory level of service will be followed.

A. Purpose of Specifications

Bids and quotations will be based on concise but adequate specifications. A lengthy specification composed or designed solely for the purpose of eliminating competition other than those able to supply a particular brand name will not be used. Specifications shall be detailed only to the extent that they assist the purchaser in obtaining the best value, provide a basis for full and fair competitive bidding upon a common standard, and should be free from any restrictions which would have the effect of restricting competition.

B. Types of Specifications

Below are the basic types of specifications used to describe what is to be purchased.

1. Performance – Specifications which describe the characteristics and capabilities that are pertinent to the intended use of the item. This specification is less concerned as how a product is made, and more concerned as to how well it performs, and at what cost.
2. Design – Specifications which employ dimensional and other physical requirements of the item being purchased. This type specification concentrates on how a product is to be fabricated or constructed and is used when a structure or product must be specially made to meet the purchaser's unique need.
3. Approved Products List – Specifications based on manufacturer's names, brand names, and model or catalog numbers which have been tested or examined and approved, prior to seeking prices.
4. Sample - Specifications requiring the suppliers to furnish representative samples of products offered for the purchaser's comparison and evaluation is determining the successful bidder.
5. Name Brand "Or Equal"- Specification wherein the exact product of

one or more suppliers or typical workmanship is designated as the level of quality desired, and the purchaser reserves the right to approve any other as equal or acceptable.

C. Recommended Practices

The following guidance is provided for the preparation of a specification.

1. State exactly what is wanted clearly, definitely and completely.
2. Provide the means or basis for testing deliveries for conformance with the specifications. Without this check, the specification loses much of its force as a purchasing tool.
3. Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value.
4. Avoid definitions that unnecessarily restrict competition.
5. Conform, so far as possible, to establish commercial and industrial standards.
6. State what you want the good of service to do or provide.
7. State what the goods or service will be used for.
8. State any concerns for the item or project.

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Section 11 – Contracting for Professional Services

In order to comply fully with the requirements of Section 287.055, Florida Statutes ("Consultants Competitive Negotiation Act"), the following procedures shall be followed in selecting firms to provide professional services, and in negotiating contracts for professional services:

11.1 Definitions

A. "PROFESSIONAL SERVICES" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor in connection with his professional employment or practice.

B. "VILLAGE" means Village of Palm Springs

C. "FIRM" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering or surveying in the state.

D. "COMPENSATION" means the total amount paid by the agency for professional services.

11.2 Public Announcement and Qualification Procedures

A. At such time when deemed necessary by the Village, the PM or designee shall cause a legal advertisement to be published in a newspaper of general circulation within Palm Beach County setting forth a general description of the project requiring professional services and defining procedures on how interested professional firms may apply for consideration by the Village. In addition, a notification of the project will be sent to each certified firm which has expressed an interest in being notified.

B. Statements of qualifications and performance data shall be submitted and supplemented by other information if specifically requested by the Village's Request for Proposal document.

C. To enhance and expedite capital projects and upon written recommendation by the Village manager, the purchasing agent by competitive process may establish a select list of firms by discipline for professional services. Village council shall award to the bidders whose proposal provides the best quality of service for each discipline. The goal is to obtain 3 or 5 professional service firms that are equally qualified for each discipline. Contracts will be established for each firm for each discipline. These contracts will be titled and known as "Master Contracts". The purchasing agent will select from these Master

contracts firms for projects as needed. PM OR DESIGNEE will negotiate with the firm. PM OR DESIGNEE may terminate negotiations with the firm and begin negotiations with the second firm if proposal is over budget or not in the Village's best interest.

11.3 Competitive Selection - Guidelines

A. All RFP's for Professional Services shall be processed through the PM or designee.

B. Formal RFP's must be issued to secure professional services, when the fee for a planning or study activity is estimated to exceed $50,000 or for a project the basic construction cost of which is estimated to exceed $250,000.

C. All contracts for professional services which exceed $50,000.00 must be approved by Village Council unless the firm is established using the Master Contracts.

D. Contracts for services must be accompanied by a purchase order. Payments shall be issued against said order with proper authorization.

11.4 Competitive Selection - Procedures

A. A Selection Committee shall be formed to evaluate all proposals. PM or designee and the Village's Project Manager should propose the names of three to five Village employees to serve on the Selection Committee based on their expertise in relation to the scope and execution of the project to be awarded. At least one of the employees should be from the using department. The remaining members should consist of employees chosen from departments which would enhance the committee's makeup. A PM or designee representative shall be an actual or ex official member of all Selection Committees and shall monitor all Committee.

B. A "Conflict of Interest Form" should be filled out by each Committee member at the first meeting.

C. Minutes of each Committee meeting, Conflict of Interest Forms, and scoring sheets are to be completed by PM or designee. PM or designee will facilitate the meeting and make sure all legal requirements are met. PM or designee is responsible for preparing recommendations of the top-ranked firm and of the preparation of the final contract documents. All originals are to be sent to Village Clerk with Agenda Award.

D. The Selection Committee should develop general guidelines for interview procedures for the short-listed firms. Interviews and/or presentations shall be optional, as determined by the Selection Committee.

E. Each member of the Selection Committee will assign preliminary scores to

each firm after review of proposals and interviews, as per the established criteria in the bid specifications.

F. The Selection Committee shall discuss their general impressions of the firms and finalize their scores.

G. Recommended criteria for evaluation of proposals include:

a. Prior experience with projects of similar size and complexity

b. Number of similar projects

c. Complexity of similar projects

d. Three references (Contact name & telephone number)

H. Past record of performance for the Village

a. Project name, dates, cost

b. Village personnel assigned to the project

I. Qualifications of personnel including subconsultants

a. Number of technical staff

b. Qualifications of technical staff

c. Number of licensed staff

d. Education of staff

e. Experience of staff

J. Availability of personnel

a. Current work load/staff participation

b. Organization of the team

K. Proximity of the nearest office to the project location

a. Location

b. Number of staff at the nearest

c. office Financial Statements

L. Technical approach to perform the tasks described in the Scope of Services

a. Level of effort

b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control.

Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

11.5 Competitive Negotiation

A. After finalists' ranking, PM or designee and the Project Manager, and other designated Village staff (if required), shall negotiate a contract for professional services with the firm which has been determined to be most qualified by the Competitive Selection Committee, at compensation within a range which has been determined to be fair, competitive, reasonable, and within budget. For any lump-sum or cost-plus-a-fixed-fee contracts over $150,000, the Village shall require the firm receiving the award to execute a truth-in negotiation certificate as required in Section 287.055 (5) (a), Florida Statutes.

B. Should the PM or designee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the Village determines to be fair, competitive, and within budget, negotiations with that firm shall be formally terminated. After negotiations have been terminated with a firm, negotiations cannot be reopened at a later date. PM or designee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, PM or designee shall cancel negotiations. PM or designee shall then undertake negotiations with higher ranked firms should they express flexibility in the negotiated price.

C. Should PM or designee be unable to negotiate a satisfactory contract with any of the selected firms, additional firms shall be selected in accordance with procedures noted above. Negotiations shall continue in accordance with these procedures until agreement is reached.

D. Unless otherwise required, a lump sum contract shall be designated as the preferred form of contract for professional services contracts.

11.6 Less Than Three (3) Firms

In the event less than three (3) firms express an interest in a project or less than three (3) firms are deemed qualified by the Competitive Selection Committee, then the Village Manager shall decide as to whether to proceed with the lesser number of firms. If the decision is to re-advertise, and after subsequent advertisement, three (3) firms still cannot be qualified, then the Village shall proceed hereunder with the firms qualified.

11.7 Prohibition Against Contingent Fees

Each contract for professional services shall contain the prohibition against contingent fees required by and set forth in Section 287.055 (6) (a), Florida Statutes.

11.8 Small Contracts

The foregoing procedures shall apply in all cases except those in which the fee for professional services is estimated to be $50,000 or less for planning or study activity, or when the construction cost of the project is estimated to be $250,000 or less (Section 287.055 (4) (c), Florida Statutes.) When this occurs, the procedure shall be:

i. The Project Manager, in cooperation with the PM or designee, shall select a known responsible firm and request that they submit a proposal.

ii. Should the proposal appear to be excessive, another firm shall be requested to submit a proposal. The procedure shall continue until a proposal is received that is acceptable.

11.9 Emergencies

In the event of bona fide public emergencies declared by the Village Council, compliance with some or all of the provisions of this procedure or Section 287.055, Florida Statutes, may be waived by the Village Manager.

11.10 Inconsistency with Section 287.055, Florida Statues

To the extent of any inconsistency between these regulations and Section 287.055, Florida Statutes, the provisions of the Florida Statutes shall prevail.

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Section 12 – Construction Contracts

In general, contracts for construction of major Village projects are obtained through the Formal (Sealed) Bid process. All procedures as previously noted in Section 9 should be followed.

Construction projects between $1,000.00 and $50,000.00 in cost may be processed via the Village's Quote System. Sealed bids are required for all construction projects anticipated to exceed $50,000.00 and must be approved by the Village Council.

Due to the complexity and cost involved, these projects warrant special treatment. Special areas of consideration are as follows:

12.1 Bid Preparation

The entire bid package (excluding the standard format) is assembled and provided to the PM or designee in electronic format by the requesting department or contracted engineer. A Sealed Bid Request completed and signed must accompany specifications and plans. It is the responsibility of that department or engineer to ensure that all terms, conditions, plans (including blueprints), and specifications are complete and accurate. It is also their responsibility to submit bid plans and specifications to the Planning, Zoning, Building and Utilities Departments for approval prior to releasing them to the PM or designee.

Procurement will review and add the Village standard language that is appropriate for the bid. Procurement will distribute draft bid specifications with a bid sign off sheet to the requesting department, Finance, Risk Management, Legal, Planning, Zoning, Building and Utilities Departments. After receipt of the bid review sign off sheets any corrections will be made to bid specifications. Procurement then will coordinate with requesting department all bid scheduling requirements.

12.2 Announcement of Bids

Due to the contractor's desire to share in large dollar projects, interest in construction projects is generally high. To assure the greatest degree of competition, all of the following must be used to announce the bids:

A. Newspaper Ads

Legal ads are a reliable method of attracting interested bidders, while also dispelling any criticism of bids only going to favored contractors. Such methods include publication in newspapers of general circulation, electronic or paper mailing lists, and web site(s) designated and maintained for that purpose. For this reason, they are required to be posted in a newspaper of general circulation in Palm Beach County (or the applicable Palm Beach County website for legal notices). Legal ads are placed by the PM or designee in a local newspaper when construction bids estimated cost is $200,000.00 or more.

Legal ads will briefly state the name of the project, location, nature of work required, bid opening date and time, pre-bid date and time, and location where bid specifications may be obtained. They must be posted once prior to the bid opening date. The Village's ordinance provides that the first advertisement must be at least (21) days prior to the bid opening date. A copy of the advertisement is to be posted on the digital display located in the Village Hall lobby. If the cost is more than $500,000, it must be advertised at least 30 days prior to the opening, and at least 5 days prior to a pre-bid conference. All Bid notifications are also posted on the Village's website www.vpsfl.com.

B. Mailings to Interested Contractors (Bidders List)

A notification of the bid proposal is distributed via Village's vendor data management company utilizing the designated commodity codes related to the project.

C. Pre-Bid Conference

For certain complicated construction projects, a Pre-Bid Conference is held. Should a Pre-Bid Conference or site visit be required for a project, all advertisements must clearly state the date, time and location.

D. Bonds

Any person entering a formal contract with the Village for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work for $200,000 or more, shall be required to provide a Bid Bond and obtain a Public Construction Bond. At the discretion of the Procurement Agent, any person entering such a contract which is for less than $200,000 may be exempted from providing the Bid Bond and/or obtaining the Public Construction Bond. In the event such exemption is granted, the Procurement Manager shall not be personally liable to persons suffering loss because of granting such exemption.

In lieu of the bond required by this section, a contractor may file with the state, county, Village, or other political authority an alternative form of security in the form of cash, a money order, a certified check, a cashier check, an irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of an alternative form of security shall be made by the appropriate state, county, Village, or other political subdivision.

E. Sale of Plans

Bid packages may be sold by the PM or designee for the charge as per FS 119.07 (1)(a).

F. Bid Opening

Due to the generally high dollar cost of construction projects, the bid opening must be handled very seriously and in a highly professional manner. No bids will be accepted after the opening date and time.

The Procurement Manager or designee oversees the bid opening, with a member of the

Procurement staff recording the results of each bid.

Procedures noted in the "Section XII Bids and Proposals" must be followed. Care should be taken to prevent non-Village personnel from tampering with or reviewing the bids at this time. Anyone requesting copies of bids should be requested to return at a later date.

G. Bid Review and Award

To allow a thorough bid review by the originating department, Procurement will make copies of all pertinent pages from each bid. Included would be the contractors Bid Form, bid bonds, and any pages referencing substitutions or changes to the bid document.

After the originals are secured in the bid file, and Procurement has made a thorough review for bid responsiveness, the requesting Village department will be forwarded the bid copies for their review.

In some cases, review of bids may be performed by a contracted Architectural/Engineering firm. Copies of all bids must then be provided to both the requesting department and the A/E Consultant.

The contract award should generally be made to the bidder meeting specifications that provides the best value to the Village.

The PM or designee will then review the award. If in agreement, the Agenda Item Request and all pertinent documents to the department are forwarded for the department head signature. The department returns the signed Agenda Item Request to Procurement. The PM or designee forwards to the Village Manager in sufficient time for the next available Council meeting.

H. Formal Construction Contract

Due to the complex nature and duration of construction projects, formal construction contracts are prepared and issued to all parties. The PM or designee is responsible for preparation and execution of the contract with assistance from the requesting department.

The formal construction contract is based on the bid document and plans. The contractor must provide all required licensing, insurance, and bond documentation to the PM or designee.

I. Construction Master Contracts

For market advantage and upon written recommendation by the Village manager, the PM or designee by competitive process may establish a select list of firms to purchase any good, supplies, equipment, materials, construction services or other services. Village council shall award to several bidders to establish "Master Contracts" for different and varying trades. The goal is to have 3 to 5 qualified firms for each trade. A Master Contract will be established for each firm for each trade advertised. PM or designee will purchase from these firms for projects cost under $300,000.00 with Village Manager approval that have council approved budgets.

Any project over $300,000.00 will require additional Village council approval. PM or designee may require proposals from each firm for the good or service needed or may determine it is best for the Village to start negotiation with only one firm. PM or designee may negotiate with several firms at one time and request a “Best and final Offer” if deemed in the best interest of the Village.

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Section 13 – Disposal of Surplus Property

13.1 Definitions

A. **Surplus Property –** Village owned property which has reached the end of its useful life or has become obsolete in Village service.

B. **Confiscated Property (Forfeiture) –** Private property seized by the Police Department and subsequently titled over to the Village.

C. **"Lost & Found" Property –** Private property located by or turned in to the Police Department for custodial safekeeping until the owner is located or until a time deadline expires.

D. **Scrap** – Damaged, spent, or otherwise unusable equipment, parts, or materials whose only value lies in recycling of its component parts or materials.

13.2 Procedure for Surplus Property

A. When a department wishes to surplus any Village-owned property, they must first complete the proper documentation. The proper form is the "Request to Relinquish Surplus".

B. Completed forms for surplus items must be forwarded to the Finance Department.

C. Upon receipt of forms, the property listed will be assessed to determine where storage should take place. Generally, vehicles will be surrendered to the Village garage, while all other surplus will be picked up by Building Maintenance and delivered to a storage facility.

D. The Finance Department will, on a regular basis, circulate a listing of surplus items to all Village departments. If in need of any item(s), the departments may request a transfer via memo to Procurement.

E. Should surplus items remain unclaimed by the date of the next Village auction, all items will be sold to the highest bidder.

13.3 Method of Sale

A. Generally, all surplus, confiscated, and "lost and found" property will be disposed of via public auction.

B. Unless requested by Village authorities, items will be sold "as is" to the highest bidder. The Village will contract with a professional auctioneer, who will conduct auctions and collect all proceeds. Staff will supervise the activities of each auction.

Auctions shall be advertised twice prior to the actual sale date in a newspaper

of general circulation in the Palm Beach County area. In addition, advertising may take place via auctioneer's mailing list, other newspapers, National Auction Bulletin, or other means at the discretion of the Finance Department.

C. Should attempts to sell surplus or scrap items fail, the Finance Department may (at their discretion), declare the items as worthless and authorize their discard.

Documentation of items for "discard" status must be prepared by staff and signed by the Finance Director and attached to the Request to Relinquish Surplus form for each item or lot of items.

D. Upon authorization of the Finance Director, the Village may contribute items to non-profit organizations.

Documentation of contributed items must be noted on or attached to the "Request to Relinquish Surplus" form for each item or lot of items and signed by the Village Manager.

13.4 Auction Duties

A. Finance

Finance Department shall have overall responsibility for coordinating the efforts of Village staff and the contract auctioneer during the preparation and conduct of the auction sale.

-Supply list of items to be auctioned to auctioneer.
-Transfer of vehicle titles to buyers, including notarizing

B. Public Works

1. Provide labor to assist in placement of equipment and miscellaneous surplus items on day of sale. Staff will also assist buyers with loading purchases onto their vehicles. Public Works will be responsible for securing all vehicles and equipment in a manner which will prevent interference with the auction, and/or damage or theft.

C. Police Department

1. Provide security and traffic control (if needed) on auction day. On day of sale, officers shall report to staff in charge of supervising the auction.

2. Officers shall support staff if it is necessary to spot-check buyers leaving the auction site, to assure that they have "paid" receipts for articles being removed.

3. Advise Vehicle and Equipment Coordinator when confiscated vehicles having clear titles are ready for auction.

D. Vehicle and Equipment Coordinator or Designee

1. Complete, sign, and submit to Finance a Vehicle/Equipment control memo listing each vehicle (titled to the Village of Palm Springs) to be surplus for sale. (NOTE: Vehicles must be titled to be sold.)
2. A preliminary list of vehicles and equipment, having clear title and ready for sale at auction, is to be given to Finance at least six (6) weeks prior to the sale. The final list to be given to the Finance Director one (1) week prior to sale.
3. Submit clear title for each vehicle to Finance. Titles should be submitted at least one week prior to auction.
4. Provide uniformly tagged keys for all vehicles to Finance one day prior to auction. Keys shall be provided in a key lock type container for safekeeping.
5. On advice from the coordinator, clean vehicles approximately one week prior to sale.
6. Transport all vehicles to auction site and arrange vehicles according to auctioneer's layout. Transport shall include towing for all vehicles not able to move under their own power (ex. inoperable cars, trailers, boats, etc.)
7. Provide qualified personnel with jumper cables to assist with emergency starts on day of auction. The person chosen for this responsibility will lock up the Public Works compound at the completion of the auction.

E. AUCTIONEER

Auctioneer shall be responsible for conducting actual auction sale, including receipt of all payments and issuance of "paid" receipts for release of items sold. (Titles and keys for vehicles shall be released by Finance upon submittal of "paid" receipt).

1. Prepare, print, and mail Auction fliers to their "mailing list" of interested parties.
2. Provide to Finance a draft of the "Sale Catalog" prior to preparing copies for buyers, so that staff can review for correctness and advise auctioneer of any necessary changes. One day prior to auction date, a minimum of two (2) copies of the finalized "Sale Catalog" should be given to Finance staff.
3. At least two (2) days prior to auction date, provide to Finance a minimum of two (2) copies of auction site layout preference, detailing the arrangement of vehicles, equipment, and palletized items.

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Section 14 – Vendor Relations

The policy of the Village is to afford all businesses an opportunity for participation in the village's purchasing processes and to prohibit discrimination by the village or its vendors. The village will take all necessary, reasonable, and legal action to prevent discrimination in its purchasing process, to afford all businesses, including local and small businesses, the maximum opportunity to participate in the village purchasing processes. It is suggested that all vendors desiring to sell goods and services to the Village contact procurement via email at procurement@vpsfl.org.

Vendors may make an application by accessing the Village's web page at www.vpsfl.com.

14.1 Bidder List

A. The Bidder's list is maintained by the Village's Vendor Data Management Company

1. Name and address of vendor
2. Name, Fax, email address and telephone number of contact person
3. Class/Item number of commodities sold and/or services provided.

B. The Vendor List maintained by the Finance Department is used for disbursement of funds and is not associated with the Bidder's List maintained by the Procurement Manager (PM) or designee.

14.2 Vendor List

All vendors must complete and submit a W-9 to the Village to be qualified for purchases and added to the Finance Department vendor list. Vendors will be added after selection by the village departments as a provider of goods and/or services.

14.3 Convicted Vendor List

In accordance with F.S. § 287.133, the village may not accept any bid or proposal from or transact any business with any person or affiliate on the "Convicted vendor list" maintained by the Florida Department of Management Services.

14.4 Scrutinized Companies

In accordance with F.S. § 287.135, the village is prohibited from contracting with certain companies on the State of Florida "Scrutinized companies" list, and subject to restrictions on contracting with certain other "Scrutinized companies".

14.5 Human Trafficking

In accordance with F.S. § 787.06, the Village is prohibited from contracting with any entity or person who utilizes coercion for labor or services.

14.6 Complaints Against Vendors

A. All complaints concerning vendor performance shall be directed to the Department Director and the PM or designee. The Department Director will investigate any charges against a vendor and shall take whatever action is warranted to correct the problem. A Corrective Action Form should be utilized to document the complaint along with actions taken to rectify. An example of a performance complaint is failure to deliver goods and/or services as outlined in an Invitation to Bid. Appropriate action might be cancellation of bid award, liquidated damages, or some other punitive damages.

14.7 Vendor Relations

A. INTRODUCTION

The Village of Palm Springs strives to maintain strong enduring relationships with vendors of proven ability and desire to meet our needs. To accomplish this, our purchasing activities will be conducted so that vendors will value our business and make every effort to furnish our requirements based on quality, service and price. The relationship between the purchaser and seller is one of mutuality. No contract that proves unsatisfactory to the vendor can be regarded as satisfactory to the buyer.

The Village will buy only from suppliers who have adequate financial strength, high ethical standards, and a record of adhering to specifications, maintaining shipping promises and giving full measure of services. New sources of supply will be given due consideration as multiple sources of supply are necessary to ensure availability to materials and promote competition.

It is essential to develop and maintain goodwill between the Village of Palm Springs and its suppliers. The reputation of the Village can be promoted by:

1. Giving all salespersons a full, fair, prompt and courteous hearing.
2. Keeping competition open and fair.
3. Keeping specifications fair and clear.
4. Cooperating with the seller and considering their difficulties in providing the service or products.
5. Having consistent buying policies and principles.
6. Observing strict truthfulness in all transactions and in correspondence.
7. Respecting the confidence of the salespersons or their company as to confidential information.
8. Keeping free from obligation to any vendor.

B. ETHICAL CONSIDERATIONS

In any consideration of public responsibilities, there must be understanding and

agreement with reference to the ethics of public purchasing. These concepts are expressed by the Florida Association of Public Purchasing Officers, Inc., Code of Ethics, which obligates every procurement official to an unquestionable standard of ethics and conduct.

C. INITIAL VENDOR CONTACT

New salespeople are to be directed to PM OR DESIGNEE. The staff shall explain the purchasing procedures to each salesperson and provide information on how to be included on the vendor's list.

D. DEPARTMENT CONTACT WITH VENDORS

In the day-to-day conduct of their duties, departmental employees are often in contact with potential vendors and suppliers. While it is sometimes desirable for employees to be able to recommend certain products, no department shall attempt to place orders with vendors except as described in this manual.

E. DOING BUSINESS WITH ONE'S AGENCY

No employee of the Village acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Village from any business entity of which the officer or employee of the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof has a material interest.

No public officer or employee of the Village shall have or hold any employment or contractual relationship with any business entity that is doing business with the Village. An officer or employee shall not have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her interest and those of the Village.

Exceptions exists for the Village to conduct business with an employee's spouse or child as long as that employee is not directly or indirectly involved in the purchase, rent, or lease any realty, goods, or service and the employee is not an officer or member of the business entity and is not directly benefiting from the transaction. For example, the Village may not spend more than $999.99 per fiscal year with any business entity that is an employee's spouse or child unless the Village's competitive process has been followed. Care should be taken in these situations to ensure ethical rules are not inadvertently violated.

F. ADDITION, DELETION AND REINSTATEMENT OF BIDDERS AND VENDORS TO THE BIDDER'S LIST

Potential vendors/contractors may apply to be placed on the Village's Bidders List by contacting registering with the Village electronic bid platform, these details can be found by visiting the webpage for procurement www.vpsfl.org. These lists are categorized utilizing the National Institute of Governmental Purchasing Commodity/Service Code System.

The Village may not accept proposals from firms that have had adversarial relationships with the Village or firms that have represented entities that have had adversarial relationships with the Village. This includes the firm, employees and financial or legal interests.

Village Manager has full discretion to debar or suspend any vendor with or without cause.

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Appendix 1

KEY SOLICITATION COMPONENTS

The PM OR DESIGNEE has templates for most solicitation types which can be easily modified. In addition to other required information, the requesting departments should focus on providing or addressing the following in each solicitation:

- Timeframes for issuing solicitation and deadline to respond. If you have an internal deadline that will drive these timeframes, you must inform the PM OR DESIGNEE.

- Pre-bid or Pre-proposal conference as mandatory or optional meeting.

- Short description of supplies/services sought and more detailed specifications or scope of work/services (see Appendix 2 for more detail).

- Timeframes for provision of supplies and/or services; and, desired length of resulting contract. It is recommended that the solicitation be drafted broadly in terms of length of resulting contract so as not to limit future renewals or extensions. Example: "The Village anticipates awarding a three (3) year contract with two (2), one (1) year renewal options; however, the Village reserves the right to renew or extend the contract for longer if desired."

- Identification of any required licenses and certifications (e.g., general contractor license; specialty license; certified arborist; etc.).

- Minimum qualifications in terms of years of experience and/or prior similar projects.

- Except in CCNA procurements where the evaluation criteria is set by statute, the evaluation criteria for award and the weight assigned to each criteria.

- Format of responses in terms of page limits; forms to be utilized; additional information to be provided; etc. Forms should be tailored if requesting unit pricing or a variety of pricing.

Appendix 2

DEVELOPMENT AND DESIGN GUIDELINES FOR SPECIFICATIONS OR STATEMENT/SCOPE OF WORKS

Differences between Specifications and Statement/Scopes of Work.

The development of Specifications and Statement/Scope of Work initiates the Village's procurement process. Specifications and Statement/Scope of Work typically become the contract performance requirements. More than any other contract term, Specifications and Statement/Scope of Work, establish the expectations of the relationship and is often the determining factor in resolving disputes over what work is or is not included in a project.

Specifications and Statement/Scope of Work serve as the guideline for Village's procurement planning, selection of the appropriate solicitation method, identification of the correct contract terms, and ultimately, influences the quality of the finished product.

Preparation

The requesting department is responsible for preparing the specifications or statement/scope of work. The PM OR DESIGNEE will work with the requesting departments to ensure that specifications and statement/scope of work is as thorough and accurate as possible.

In the case of Statement/Scope of Work for capital projects, the PM or designee, in collaboration with the requesting department, determines whether the documents shall be prepared internally or by contracting with outside professional architectural or engineering firm(s).

Obtaining vendor assistance to write Specifications or Statement of Work should be avoided when possible because it may inhibit competition. If a vendor is involved in preparing Specifications/Statement of Work, the vendor should be contracted for the service and prohibited from submitting a bid or proposal in response to the solicitation containing said Specifications and/or Statement of Work. Any exception to this shall be reviewed in advance by the PM OR DESIGNEE and Village Attorney to determine potential conflict of interest or the creation of an unfair advantage in the competitive selection process.

Specifications

Specifications provide the information and details critical to a required product and/or services. The purpose of Specifications is to serve as a basis for obtaining an item and/or service that is adequate and suitable to meet the Village's requirements in a cost-effective manner, considering, to the extent practicable, the costs of ownership and operation as well as initial acquisition costs.

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Specifications shall be clear with accurate descriptions of sufficient detail to provide for suitable purchases, without being unduly restrictive, and shall minimally include, where applicable:

- Functions and standards characteristics;
- Materials and methods descriptions;
- Preparation for shipment, delivery point;
- Quality assurance and acceptance tests;
- Warranties and service support requirements; and,
- Product, supply and service specifications.

In developing a specification, the requesting department should consider the following factors:

- Does the document describe the needs in terms of function or performance required?
- Does the document clearly state the minimum requirements acceptable to the Village?
- Does the document indicate the end usage or expected results?
- Is the document clear, concise, and understandable?
- Does the document encourage competition by considering more than one source of supply or a brand?
- Are standard specifications available?
- Are there quality standards available or required for this product?
- Are the specifications tailored or otherwise restrictive, or do they promote competition vendor?
- If a specific brand and model are referenced, has the requesting department included the term “or approved equal”? If not, has the requesting department included a reason why an equal substitute is not acceptable?
- Are there any unusual considerations?

Statement or Scope of Work

A statement or scope of work is a written description of the required supplies, services and/or works stated in terms of the result to be achieved.

The purpose of a statement and/or scope of work is to provide potential vendors with a clear, accurate, and complete description of the supplies and/or services to be acquired or the work to be performed. These documents list performance requirements, both qualitative and quantitative, and often references specifications, notices and drawings, if construction or design-

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related, and describe how the work will be completed, with specific tasks generally listed with required deadlines. The task descriptions may include methods used, including inspections, test and acceptance, quality, support services required, critical timeline definitions, data and documentation desired, maintenance, and other necessary requirements.

Every statement or scope of work should be tailored to specific procurement needs. The following provide common elements that should be addressed whenever applicable.

- Describe in detail services or work sought, including any work plan, required deliverables, milestones, performance standards, and due dates.

- List the required specific timeline or deliverable as well as any other specific scheduling requirements.

- Identify or describe where the work will be performed. If the place of performance is at a specific address, identify it. Identify any access limitations or requirement, and/or safety consideration.

- List the supplies and equipment that will be required, used, and/or provided.

- State the criteria the Village will use to determine if the product or service is acceptable.

- Identify any special requirements that are required to successfully perform or complete the work. For example, any anticipated or allowable price increase over the term of the contract, any special hardware or software, specific degrees or certifications, travel requirements, delivery expectations, or any other need not covered by the contract that are necessary to the success of the project.

Other considerations- Preference for Commercially Available Products.

- Preference for standard commercial available products should be given to the maximum extent practicable. In developing specifications, accepted commercial standards should be used and unique requirements should be avoided.

- Brand name or equal specifications may be used when the item to be purchased is best described using such a specification and when it is in the best interest of the Village.

- Brand name or equal specifications shall designate as many different brands or “as equal” references as is practicable and shall further state any substantially equivalent products that will be considered for award.

- Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the

standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

Use of Brand Name – Conditions for Use. Since use of a brand name specification is restrictive, it may be used only when the brand name or items will satisfy the requesting department's needs and the PM OR DESIGNEE determines in writing that:

a. No other design or performance specification or qualified products list is available,

b. Time does not permit the preparation of another form of product description, not including a brand name specification,

c. The nature of the product or the nature of the Village's requirements makes use of a brand name specification suitable for the procurement,

d. Use of a brand name is in the Village's best interest due to such concerns as standardization or compatibility with existing products used by that or other departments, or

e. Brand name only specifications should not be confused with the situation that arises if only one source can supply the requirement. When only one source can supply the requirement, the procurement shall be made under the Single/Sole Source procedure.

Where a brand name specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

Appendix 3

EVALUATION PROCESS

Formation and Performance of Evaluation/Selection Committees

An evaluation committee may be established for all solicitations where the underlying procurement is for a total contract value estimated to exceed $50,000; however, evaluation committees may be used for any procurement in which the Village issues a solicitation. If possible, there will be a minimum of 3 or more committee members. No member may have a personal or financial interest in any respondent which has submitted a proposal to the Village.

Each member shall be able to rationally and ethically defend their recommendations and lead to the selection of a vendor which will provide goods, supplies, services and construction that are the best value for the Village consistent with the evaluation criteria set forth in the solicitation.

The PM or designee, or designee, shall serve as the evaluation committee administrator, and may not award points or rank bids or proposals. If a conflict of interest exists or appears to exist for a committee member, that member may not participate on that evaluation committee.

The PM or designee, or designee, may conduct an initial meeting (Kick-Off Meeting) with the evaluation committee to ensure members clearly understand their duties and responsibilities in the selection process. A copy of these guidelines, the solicitation including any addenda, each proposer's submittal, and a copy of the evaluation criteria shall be distributed to committee members.

All members of the evaluation committee should apply sound and unbiased judgment in awarding points to the responses for the purpose of ranking them. It is very important that all evaluation committee members read the solicitation thoroughly and have a clear understanding of the requirements and evaluation criteria before attempting to evaluate the responses. Evaluations must be based on the criteria established in the solicitation. All criteria must be scored. If a member elects to score only some of the criteria, the evaluations completed by that member will be excluded to prevent skewing of the final scores. Evaluations may be both qualitative and quantitative based on the evaluation criteria outlined in the solicitation. If a member scores a zero (0) in any category, that member must identify the deficiency and provide a written explanation for the zero (0) score. All scores and comments become part of the solicitation and contract file and are subject to disclosure under the Florida Public Records Act. Committee members should have a reasonable, rational, and consistent basis for their scores.

The evaluation committees and its members are all subject to Florida's Sunshine Law (section 286.011, Florida Statutes) which prohibits two or more members from communicating with each

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other, either verbally or in writing, regarding the responses and the evaluation thereof, outside of the scheduled and publicly noticed evaluation committee meeting(s). If a potential respondent contacts a committee member, the member must refer the potential respondent to the PM or designee.

The evaluation committee meetings must follow the requirements of section 286.011, Florida Statutes, which requires that the meetings be open to the public including respondents. Meeting minutes must be recorded and promptly made available to the public. Reasonable public notice of all evaluation committee meetings must be provided. Public comment may be allowed at the evaluation committee meetings; however, when the evaluation committee is only recommending an award to the Village Council, allowing public comment is not required.

Score sheets may be completed by evaluation committee members prior to the evaluation committee meeting. At the meeting, the committee will discuss the responses and, if they haven't already, members will complete their score sheets. Members may adjust their initial scoring based on their interpretation of any additional information gained from the committee's discussions. After all discussions have been completed each committee member shall finalize their scores. Each member is required to sign the score sheet and any notes pages and submit them to the Chairperson as part of the public record. Financial proposals will be scored in accordance to the criteria set in solicitation and may be reviewed and approved by the Finance Director or his/her designee prior to final entries to the score sheets.

Score sheets will be tabulated and ranked by the PM OR DESIGNEE or designated administrator. Depending on the outcome of the scoring, the Committee will recommend one of the following:

- Award the contract to the highest ranked respondent; or
- Short-list the top ranked respondents and/or request scheduling of oral presentations.

If the committee recommends awarding the contract to the highest ranked respondent, no further action is required by the evaluation committee. The committee may request oral presentations from as many respondents as necessary; however, presentations shall be requested only from the top-ranked respondents in order of ranking.

When oral presentations are requested by the committee, the members shall submit a written request to the PM OR DESIGNEE or designated administrator for specific areas needing additional explanation and/or clarification or any other information the committee would like the respondents to provide during the oral presentations. All respondents selected for oral presentations will be notified in writing of the publicly posted meeting by the PM OR DESIGNEE or designated administrator, identifying the date, time, location, with a uniform script listing the specific questions or information requested by the evaluation committee to be addressed at the presentation. Prior to the oral presentations, the PM OR DESIGNEE or designated administrator will provide the evaluation criteria and score sheets to the evaluation committee. During the oral

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presentations, committee members may ask questions of the respondents for a clear understanding of each respondent's response.

After oral presentations are completed, the committee will have the opportunity to continue discussions among themselves. After discussions are completed, each member shall finalize their scores. Each member is required to sign the score sheet and any notes pages and submit them to the PM or designee or designated administrator as part of the public record. Score sheets will be tabulated and ranked by the PM or designee or designated administrator. The award recommendation will be for the highest ranked respondent.

Selection Committee for Consultants' Competitive Negotiations Act.

An evaluation committee organized to evaluate qualifications submitted in response to a Request for Qualifications under section 287.055, Florida Statutes (Florida's Consultants' Competitive Negotiations Act (CCNA)) shall act in accordance with the two (2) step evaluation process (which includes discussions and/or presentations) set forth in the CCNA.

Appendix 4

AWARD

Responsiveness and Responsibility Determinations

The Village shall award its contracts to the responsive, responsible respondent offering the best value consistent with the stated evaluation criteria. The use of the term bidder/proposer shall be understood to include any participant in the Village's procurement process and the term bid/proposal shall be understood to include any offer in response to a solicitation. The following is intended to be used as general guidelines.

Responsive: Bidder/Proposer responsiveness refers to a bidder/proposer's as shown on the face of its offer, to provide the items or services called for by the material terms of the solicitation. To be considered responsive, bidder's/proposer's response to a solicitation shall substantially conform in all material respects to the requirements and criteria set forth in the solicitation. This includes such aspects as following solicitation instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in the solicitation, a bid/proposal that deprives the Village of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive. In consultation with the Village Attorney, the PM OR DESIGNEE shall have the authority to determine if a bid is non-responsive.

Responsible: Bidder/Proposer responsibility refers to whether the bidder/proposal can perform as provided in the bid/proposal. To be considered responsible bidder/proposer shall have the capability in all respects to fully perform the requirements identified in the solicitation documents. Bidder/Proposer shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a Village project or purchase. The term responsibility is not limited in its meaning to financial resources and ability. The Village reserves the right to make the determination if bidder/proposer is responsible by taking into consideration the bidder's past performance on any contract involving similar work and/or services and/or with the Village; the bidder's skill and business judgment; the bidder's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the Village may obtain relating to the bidder's, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

In the event the Village has knowledge of the facts which may exist that would render a bidder/proposer non-responsible, the PM or designee shall conduct a responsibility review and inquiry as may be reasonably required to make the affirmative finding of responsibility as a condition of recommending the bidder/proposer for award. Village departments shall advise the

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PM or designee in a timely manner of any knowledge of any facts that may render a bidder/proposer non-responsible. Given the variety of goods, supplies, services and construction purchased by the Village, and the unique issues that may arise, the issues of responsibility must be addressed on a case-by-case basis and provide written documentation specifying the details of prior issues.

A determination of bidder/proposer responsibility should be made, on a contract-by-contract basis. A responsible bidder/proposer is a bidder/proposer which the Village affirmatively determines (prior to the award of a contract) has the ability, capability, and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; and has a satisfactory record of integrity and business ethics.

In making the determination of whether the bidder/proposer has the capability to perform the contract the Village may consider factors including, but not limited to, the following:

- past performance of the bidder/proposer, its principals, affiliates, or supervisory personnel in the execution of prior Village contracts;
- any information which the Village may obtain relating to the performance of the bidder/proposer, its principals, affiliates, or supervisory personnel on contracts with third parties, including without limitation, contracts with other governmental entities;
- financial performance and capability, including without limitation, pending and unsatisfied claims;
- qualifications and past performance of the personnel who will have supervisory responsibility for the performance of the specific Village contract;
- licensing, certifications and other permits; and
- any significant changes in the bidder/proposer's financial position or business organization.

In making the determination whether the bidder/proposer has a satisfactory record of integrity and business ethics, the Village may consider factors including, but not limited to, the following:

- pending criminal charges against the contractor, its principals, affiliates, or supervisory personnel;
- criminal conviction of bidder/proposer, its principals, affiliates, or supervisory personnel;
- debarment of the bidder/proposer, its principals, affiliates, or supervisory personnel in the Village, or any other jurisdiction;

- pending disciplinary proceedings against the bidder/proposer, its principals, affiliates, or supervisory personnel;
- pending enforcement cases, civil judgments, citations, or notices of violation of regulatory authorities with jurisdiction over the goods, supplies, services and construction to be rendered, or any adverse determination resulting therefrom, including, but not limited to, those related to environmental protection, the health and safety of labor, and determinations by any government entity;
- pending investigation related to, or arising from allegations of dishonesty, illegal, or fraudulent business practices;
- efforts by the bidder/proposer to redress any breach of prior contracts, and compliance with settlement agreements to redress any contract deficiency;
- inaccurate, incomplete, or fraudulent accounting practices;
- efforts by the bidder/proposer to remediate any of the adverse conditions mentioned herein, including compliance with the terms and conditions of any compliance agreement; and
- the preponderance of the evidence, nature and credibility of any and all facts underlying any of the above-cited investigations, allegations, charges, accusations, proceedings or indictments.

In evaluating the factors above, the Village shall give priority to acts or legal proceedings occurring within the past five (5) years (unless expanded or limited by the solicitation), and any violation or deficiency that is continuous or uncured. Additionally, at any time, the Village may require that the bidder/proposer submit documentary evidence and other proof necessary to evaluate the factors identified above.

The Village shall be entitled to rely on information of the type upon which reasonable persons rely in the conduct of business affairs. If the bidder/proposer is unable to furnish such documentary evidence or other proof, or if the Village is otherwise unable to make an affirmative determination that the bidder/proposer is responsible to perform the work as required, the bidder/proposer shall be determined non-responsible. Failure of the bidder/proposer to provide requested information to determine responsibility in response to a solicitation may cause such bid/proposal to be rejected. The Village reserves the right to deem bidder/proposer non responsible in the case where bidder/proposer has not satisfactory completed the previous contract, failed to perform under the terms of the contract or has been terminated for non-performance on the contract.

Generally, bidders/proposers are responsible for determining the responsibility of their prospective subcontractors. Determinations of prospective subcontractor responsibility may

affect the Village's determination of the prospective bidder/proposer's responsibility. A bidder/proposer may be required to provide written evidence of a proposed interest to do so, and the Village may directly determine a prospective subcontractor's responsibility. In this case, the same standards used to determine a bidder/proposer's responsibility shall be used. The Village reserves the right to request the bidder/proposer to make changes in the choice of the sub-contractors as determined to be in the best interest of the Village.

In the event a bidder/proposer is determined to be non-responsible, the PM or designee shall make the recommendation to the Village Manager. The Village Manager shall make a final determination of non-responsibility. The PM or designee shall make, sign, and place in the contract file the determination of non-responsibility, which shall evidence the basis for the determination. All documents, reports, recordings of meetings, supporting a determination of non-responsibility shall also be included in the contract file.

In addition to responsiveness and responsibility determinations, the PM or designee, in collaboration with the requesting department, shall ensure that the goods, supplies, services and construction to be procured are technically compliant with the specifications and requirements of the Village's solicitation. The requesting department (or consultant, as may be the case) shall act as subject matter experts in determining whether the offered goods, supplies, services and construction are technically compliant with the specifications of the solicitation. Acceptance of the technical specifications by the requesting department shall be confirmed by the Department Director or designee to PM or designee in writing.

Rejection of Bids or Proposals

The PM or designee may make the recommendation to the Village Manager to reject any and all bids or proposals or parts of all bids or proposals when such rejection is in the best interest of the Village. A bid or proposal may be rejected if any of the following conditions exist:

- The bid or proposal does not partially or in full conform to the technical specifications and/or solicitation documents;
- Insufficient financial resources and/or lack of technical ability, physical capacity and/or skill of the vendor to perform the contract or the service required;
- Inability of the vendor to perform the contract or provide the service within the time specified without delays or interference;
- Previous and existing non-compliance by the vendor with laws and ordinances relating to the contract or services, including but not limited to: sections
- 287.133, Florida Statutes (Public Entity Crimes); and, section 287.135, Florida Statutes (Prohibition against contracting with scrutinized companies).

- Inadequate quality or performance on previous contracts for supplies, services and/or construction;
- Vendor has been declared to be in default on any Village or public entity contract, suspended or debarred by any public entity;
- Taking exceptions to the terms, conditions and specifications of the bid or proposal;
- Non-conformance with minority business and/or disadvantaged business enterprise provisions and requirements, where applicable;
- When the Village determines that the price quoted is not fair and reasonable;
- Insufficient competition; and/or
- Any other cause determined to be in the best interest of the Village.

Appendix 5

BONDS & INSURANCE

Bid Bonds

A bid bond to guarantee the vendor's intention to enter a contract with the Village is usually set as five percent (5%) of the estimated total bid price and may be required by the PM OR DESIGNEE. If a bid bond or similar offer deposit is required, it shall be in the form and amount specified in the solicitation. The bid bond shall be issued by company qualified by law to do business as a surety in the state, or shall be in form of a cashier's check, cash deposit or irrevocable letter of credit. A condition of the bond shall be that if the bidder/proposer receives the award, the bidder/proposer shall enter a contract with the Village and provide all applicable insurance and bonds within thirty (30) days of the PM or designee's notice of award or as stated in the award documents.

Performance and Payment Bonds

The PM or designee may require performance and payment bonds from the vendor selected for contract award. The bonds shall be in the form supplied by the Village or otherwise approved by the Village Attorney (no other form will be accepted). The bond shall be issued by company qualified by law to do business as a surety in the state, or shall be in the form of a cashier's check, cash deposit or irrevocable letter of credit. The bond shall be in an amount determined by the PM OR DESIGNEE. Such bonds shall, at minimum, guarantee the full and faithful performance of all contract obligations and the payment of all labor and materials to be used under the contract. It is recommended that construction contracts anticipated to cost at least $100,000 include a requirement that the contractor provide the Village with a public construction bond as set forth in section 255.05, Florida Statutes. All construction contracts above $200,000 must include a public construction bond as set forth in section 255.05, Florida Statutes. Public Construction bonds required under section 255.05, Florida Statutes, must be recorded in the Official Records of Palm Beach Village, Florida, and a copy of the bond showing it has been duly recorded is required to be provided to the Village prior to the commencement of any work and payment.

Insurance

The PM or designee may require insurance coverage from the vendor selected for award as may be deemed reasonably necessary to protect the best interest of the Village. The insurance coverage shall be in the form and amount(s) required by the solicitation or Village's standardized requirements.

Awards are contingent upon submission of required insurance coverage and performance and payment bonds. If the vendor selected for award fails to fulfill these requirements the Village

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Manager or designee may render the bidder/proposer in default, re-award the contract to the next lowest or highest ranked responsive/responsible bidder and subject the defaulted vendor to re-procurement charges and/or to forfeiture of the bid/offer bond, and/or security in the entire value of the bid bond or in an amount equal to the damages sustained by the Village as a result of the default.

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Appendix 6

STATUTORY REQUIREMENTS

The Village must comply with the following statutory requirements as a political subdivision[1], municipality or other form of local government (the following list may not be exhaustive (as new laws are created each year) and is intended only to provide some guidance):

- § 287.055, Fla. Stat., known as the "Consultants Competitive Negotiation Act" ("CCNA"), is applicable to the Village when the Village seeks to obtain professional services (i.e., engineering, architectural, landscape architectural, mapping and surveying services) the cost of which will exceed $50,000 for a planning or study activity or when the Village seeks such professional services for a construction project which is estimated to exceed $325,000. The CCNA also contains required contractual provisions that must be included in the Village's contracts for said professional services. The PM OR DESIGNEE has template RFQs to be used to procure these services and standard professional services agreement for the award of the same. Typically, the standard professional services agreement acts as a master agreement in which project specific Task Orders are issued.

- § 255.05, Fla. Stat., entitled, "Bond of Contractor Constructing Public Buildings; Form; Action by Materialmen", is applicable to the Village when the Village is entering a formal contract for the construction of a public building which will exceed $200,000. This section requires that the construction contractor provide the Village with a public construction bond (which is both a payment and performance bond) and provides a form that should be used for such bond. If the bond is not required by the Village, the Village may become liable to materialmen since liens cannot be assessed against governmental property. Many local governments impose a bond requirement under this section for construction projects less than $200,000. The Village recommends a public construction bond for construction exceeding $100,000 which may be waived by the PM or designee. See also § 255.051, Fla. Stat., regarding acceptable bid bonds.

- § 255.0518, Fla. Stat., entitled, "Public bids; bid opening", is applicable to the Village when opening sealed bids submitted in response to a competitive solicitation for construction or repairs on a public building or work and requires the bids to be opened in a public meeting subject to the Sunshine Law (§ 286.011, Fla. Stat.).

- § 255.0525, Fla. Stat., entitled "Advertising for Competitive Bids or Proposals", is applicable to the Village when the Village seeks competitive bids or proposals for a construction project that will exceed $200,000. When the construction project is estimated to exceed $200,000, the Village is required to publicly advertise at least once in a newspaper of general

[1] See § 1.01(8), Fla. Stat., "The words "public body," "body politic," or "political subdivision" include counties, cities, towns, villages, special tax school districts, special road and bridge districts, bridge districts, and all other districts in this state."

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circulation in Palm Beach Village for at least 21 days prior to bid opening. When the construction project is estimated to exceed $500,000, the Village is required to publicly advertise at least once in a newspaper of general circulation in Palm Beach Village for at least 30 days prior to bid opening. The only exception to this section is if the project is needed on an emergency basis.

- § 255.20, Fla. Stat., entitled "Local Bids and Contracts for Public Construction Works; specification of state-produced lumber", is applicable to the Village when the Village seeks to construct a public building, structure or other public construction work and requires the Village to competitively award such project. Such project must be competitively awarded to a licensed contractor when the project is estimated to have construction costs of more than $300,000 (and $75,000 for electrical projects – possibly as separate component). The term "competitively award" is defined to mean "to award contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiation." The statute "expressly allows contracts for construction management services, design/build contracts, continuation contracts based on unit prices, and any other contract arrangement with a private sector contractor permitted by any applicable … Village resolution or by state law." Exceptions to the statute are recognized for emergency situations and other specific situations. Certain lumber must also be specified in the project documents. Please note, there is an attorney's fees provision which awards such fees to a contractor when this section is not followed. See also § 255.103, Fla. Stat., with optional process regarding construction management by the construction contractor (e.g., construction manager at risk contract method).

- § 218.391, Fla. Stat., entitled "Auditor Selection Procedures" is applicable to the Village when the Village seeks to select an auditor to conduct the Village's annual financial audit as required in section 218.39, Florida Statutes.

§ 218.735, Fla. Stat., entitled "Timely Payment for Purchases of Construction Services" is applicable to the Village when the Village enters a contract for construction services. This section provides prompt payment timelines on the Village's payment to the contractor and the contractor's payment of sub-contractors. There is also a provision regarding a closeout/punch-list and timeline associated with completion of the closeout/ punch-list items. Finally, if the contract for construction services exceeds $200,000, the Village may withhold 10% as retainage until 50% completion; then, only 5% may be held as retainage (given that the Village's population exceeds 25,000). Note – exception at 8(h) for federally funded projects. See also § 218.73, Fla. Stat., regarding prompt payment for non-construction related services.

- § 725.06, Fla. Stat., is an indemnification limitation on construction contracts; and, § 725.08, Fla. Stat., is an indemnification limitation on design professional contracts, which appears to be applicable to the Village as a "public agency".

§112.08, Fla. Stat., requires the Village to advertise for competitive bids for life, health, accident, hospitalization, legal expense, and annuity insurance. This may be accomplished through a broker of records retained by the Village who specializes in such services.

- Finally, § 558.005, Fla. Stat., contains an optional construction defect notice recommended to be added in construction contracts entered after October 1, 2006 (check statute every year since this notice is changing yearly).

Other applicable procurement statutory requirements to consider:

§ 255.0991, Fla. Stat., prohibition on local government preference for state funded construction services;

§ 255.0992, Fla. Stat., prohibition on local government public works projects;

§ 255.0993, Fla. Stat., requirement for US produced iron and steel products;

§ 287.05701, Fla. Stat., prohibition against considering respondent's social, political, ideological interests or giving a preference for the same;

§ 287.084, Fla. Stat., preference for Florida businesses;

§ 287.087, Fla. Stat., preference for drug-free workplaces;

§ 287.133, Fla. Stat., public entity crimes ($35,000 threshold);

§ 218.391, Fla. Stat., external auditor selection procedures (revised in 2019);

§ 218.415, Fla. Stat., local government investment policies bid requirement;

§ 112.08, Fla. Stat., competitive bid requirement for employee insurance (Village's broker of record may bid for the Village);

§ 287.084, Fla. Stat., preference to Florida businesses in purchasing;

§ 287.135, Fla. Stat., prohibition against contracting with scrutinized companies ($1M threshold);

Required contract provisions:

§ 287.133, Fla. Stat., public entity crimes ($35,000 threshold);

§ 287.135, Fla. Stat., prohibition against contracting with scrutinized companies;

§ 119.0701, Fla. Stat., public records required language for service contracts; and,

§ 787.06, Fla. Stat., anti-human trafficking attestation.

Appendix 7

Procurement Declaration of Emergency Purchase Justification Form

PROCUREMENT
DECLARATION OF EMERGENCY
EMERGENCY PURCHASE JUSTIFICATION

An emergency purchase is defined as: A purchase in response to unforeseen circumstances, beyond the control of the Village of Palm Springs which A. presents a real, immediate threat to the proper performance of essential functions or B. will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. **All emergency purchases shall follow the Village of Palm Springs Standard Procurement Policy Section 4.12.**

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED AN EMERGENCY PURCHASE.	
Emergency Date:	**Emergency Time:** Not Applicable
Location of Emergency:	
Proposed supplier name and address: Various	**Estimated cost of goods or services:** **$** Unknown – depends on extent of supply interruption

This is an emergency purchase because (Check all that apply):

- ☐ **Unforeseen circumstances beyond the control of Village of Palm Springs.**
- ☐ **Represents a real, immediate threat to the proper performance of essential functions.**
- ☐ **Delay of award will likely result in loss or damage to property, bodily injury, or loss of life if immediate action is not taken.**
- ☐ **Other –**

Describe the emergency.	
What caused the emergency situation to arise?	

Describe the response to situation. For example, what did staff and/or supplier do?	
Explain your process for identifying the selected supplier. For example, provide names of suppliers contacted, names of individuals who provided quotes, and amounts quoted.	
If selected supplier was not the low bidder, explain why the decision was made to utilize other than low bidder.	
List any other facts supporting the use of a non-competitive process.	

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for an emergency finding and declaration is based upon an objective review of the situation and appears to be in the best interest of the Village of Palm Springs. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place.

I hereby certify that this justification for an emergency finding and declaration is accurate and complete to the best of my knowledge and belief.

_____

Signature (Requestor) Date

Printed Name:	Title:

DEPARTMENT DIRECTOR

_____

Signature Date

Printed
Name:_____

MAYORAL/MANAGER FINDING AND DECLARATION OF EMERGENCY

Based upon the above, I find and declare an emergency situation to exist, waive competitive requirements, and direct the award of contracts on behalf of the Village to address the emergency situation, including without limitation the emergency purchase of the goods or services specified above.

_____

Signature Date

Rationale for Adjustment:

1. Economic Considerations: Over the past decade, inflation and market dynamics have significantly increased the cost of goods and services. Maintaining outdated procurement thresholds can hinder our ability to efficiently acquire necessary resources, leading to project delays and increased administrative burdens.
2. Regional Benchmarking: An analysis of procurement practices in nearby municipalities reveals a trend toward higher thresholds:
    - City of Lake Worth Beach: formal solicitation for purchases over $50,000.
    - Wellington: Similar structures with thresholds set at $5,000 for one quote, $65,000 for three quotes, and formal solicitation beyond that.
    - Palm Beach Gardens: thresholds set at $5,000 for one quote, $65,000 for three quotes, and formal solicitation beyond that.
    - Boca Raton: One quote required for purchases under $7,500; three quotes for purchases under $50,000; formal solicitation for purchases over $50,000.
    - Delray Beach: thresholds set at $5,000 for one quote, $65,000 for three quotes, and formal solicitation beyond that.
    - Highland Beach (Proposed): Adjusting thresholds to $10,000 for one quote, $50,000 for three quotes, and formal solicitation above $50,000.

Proposed Threshold Adjustments:

Current Requirements	Proposed Requirements
Under $5,000: No quote needed	Under $7,50: One quote recommended
$5,001 - $35,000: Three quotes required	$7,501 - $25,000: One quote required
Over $35,000: Formal Solicitation required	$25,001 - $49,999: Three quotes required
	Over $50,000: Formal Solicitation required

Benefits of Proposed Changes:

- Efficiency: Reducing the frequency of formal solicitations for lower-value purchases will expedite procurement processes.
- Cost Savings: Minimizing administrative overhead associated with formal bidding procedures for smaller purchases.
- Competitive Alignment: Ensuring our procurement practices are consistent with regional standards, fostering better vendor relationships and market competitiveness.

Purchase Orders Issued between $35,000 - $50,000:

Fiscal Year	2025	2024	2023	2022	2021
Number of PO's	33	11	24	23	12