



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JANUARY 15, 2026
6:30 PM**

COUNCIL

- ☐ Mayor Bev Smith
- ☐ Vice Mayor Kim Schmitz ☐ Mayor Pro Tem Gary Ready
- ☐ Council Member Johnnie Tieche ☐ 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
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CONSENT AGENDA

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

1. **Approval of December 11, 2025, Village Council Regular Meeting Minutes:**

Approve December 11, 2025, Village Council Regular Meeting Minutes.
Staff: Jane Worth, Deputy Village Clerk

2. **Resolution No. 2026-03 — Approve Right-of-Way Deed — Coconut Road - 3715 Coconut Road:** Motion for the approval of Resolution No. 2026-03 to approve a Right-of-Way Deed with Coconut Road to maintain a safe roadway for property owners and residents within the area that would accept property within the public access easement including a 18.5' cross-section containing the existing pavement for vehicular travel and provide for the future development of a drainage swale and sidewalk improvements.
Staff: Iramis Cabrera, PZB Director
3. **Resolution No. 2026-04:** Approve Resolution No. 2026-04 to approve Budget Amendment 1 for the Palm Springs Community Redevelopment Agency. This amendment increases the CRA budget by \$1,038,23, bringing the total to \$4,767,310. The change reflects the remaining fund balance as of September 30, 2025, and aligns the budget with projections.
Staff: Mara Frederiksen, Finance Director
4. **Resolution No. 2026-02 - Authorization to Enter into Letter of Intent for the Cooperative Pursuit of a Village Town Center:** Approve Resolution No. 2026-02, authorizing the Village Manager, or his designee to execute Letters of Intent for the Cooperative Pursuit of a Village Town Center with property owners in the South Village Area for the purpose of facilitating the assemblage of properties for redevelopment as envisioned in the Urban Village Overlay.
Staff: Kimberly Glas-Castro, Assistant Village Manager
5. **Construction Agreement with RMJ Contractors Inc. for the Village Hall Second Floor Flex-Space Buildout Project:** Approve entering into a Minor Construction Agreement with RMJ Contractors, Inc at a cost not to exceed \$177,225.00 for the Village Hall Second Floor Flex Space Buildout.
Staff: Felipe Lofaso, Public Works Director
6. **Approve Contract for Construction Manager at Risk Services — Kaufman Lynn Construction — Utilities Operations Building Project — Task Order No. 331:** Approve a Contract for a Construction Manager at Risk Services with Kaufman Lynn Construction for the Utilities Operations Building Project
Staff: Jimmie Johnson, Utilities Director
7. **Approve Change Order No. 001 – RL Pratt Water Treatment Plant Scada System Upgrades - Task Order No. 226 - Contract Time Extension – Florida Design Contractors:** Approve Change Order No. 1 with Florida Design Contractors to extend the time of completion to 99-calendar days for the RL Pratt Water Treatment Plant SCADA System Upgrades. There are no additional costs associated with this request.

Staff: Jimmie Johnson, Utilities Director

8. **Continuation of FCT Grant Agreement (F2408) - Parks & Recreation Department - Florida Department of Environmental Protection:** Approval necessary to continue the Grant Agreement with Florida Communities Trust, a Division of the Florida Department of Environmental Protection, originally entered into on December 12, 2024.

Staff: Juan Ruiz, Director of Parks and Recreation

9. **Crossing Guard Appreciation Day February 6, 2026** - Recognizing the Village of Palm Springs Crossing Guards with a proclamation.

Staff: Peter Buhr, Assistant Police Chief

10. **Appointments to the Fallon Scholarship Committee:** Approve the appointment of two (2) members to the Fallon Scholarship Committee.

Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

11. **Martin Luther King, Jr. Day Proclamation:** Recognizing Martin Luther King Jr. Day on January 19, 2026.

Staff: Lauren Bennett, Assistant Parks & Recreation Director

12. **2025 Holiday Decorating Awards:** Presentation of 2025 Holiday Decorating Awards

Staff: Lauren Bennett, Assistant Parks & Recreation Director

PUBLIC COMMENT (Three-minute limit)

REGULAR AGENDA

13. **Village Manager Annual Review**

Staff: Kimberly Wynn, Village Clerk

Motion	Second	Vote
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PUBLIC HEARINGS

14. **(Second Reading) Ordinance No. 2025-11 - Comprehensive Plan Amendment**

— Urban Village Overlay: Motion to approve proposed text amendments to the Future Land-Use Element to establish an Urban Village Overlay to generate optional performance-based incentives to promote pedestrian-oriented design in vertically mixed-use (re)development projects.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote
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15. **(Second Reading) Ordinance No. 2025-12 - Code Amendment — Chapter 34, Land Use - Urban Village Overlay:** Motion for the approval of Ordinance No. 2025-12 to amend the Village Code of Ordinances to provide additional incentives for redevelopment by amending Chapter 34 “Land Development”, Article IV “Land Use”, Division 7, “Supplemental Regulations”, to add a new Subdivision XXVIII “Urban Village Overlay”.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote
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16. **Resolution No. 2026-01 - Approval of a Sign Variance for Five Different Locations Within The Village's Right-Of-Way - LED Message Board Monument Signs at five locations of the Village's Right-Of-Way:** Motion for the approval of Resolution No. 2026-01 to approve an application submitted by Mr. Felipe Lofaso, Public Works Director for the Village of Palm Springs for six (6) Sign Variances (PSV26-01, PSV26-02, PSV 26-03, PSV 26-04, PSV 26-05 and PSV26-06), to install five (5) freestanding electronic monument signs with LED messaging board for public announcements to be located within five different locations of the Village's right-of-way.

Staff: Felipe Lofaso, Public Works Director, Iramis Cabrera, PZB Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, FEBRUARY 12, 2026, AT 6:30 PM**

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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

II. Persons with Disabilities:

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

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

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

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

III. Complaint Procedures:

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

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



**VILLAGE COUNCIL MEETING MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE PALM SPRINGS, FLORIDA
DECEMBER 11, 2025 AT 6:30 PM**

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular meeting to order at 6:30 p.m.

ROLL CALL

Present: Mayor Bev Smith, Vice Mayor Kim Schmitz, Mayor Pro Tern Gary Ready, Council Member Patti Waller, and Council Member Johnnie Tieche.

Absent: None

Also present were Village Manager Michael Bornstein; Village Attorney Christy Goddeau; Deputy Village Clerk Jane Worth; Assistant Police Chief Peter Buhr serving as Sergeant in Arms; Assistant Village Manager Kim Glas-Castro; Director of Public Works Felipe Lofaso; Director of Planning, Zoning, and Building Iramis Cabrera; Director of Utilities, Dr. Jimmie Johnson; Assistant Utilities Director Paul Ward; and Parks and Recreation Assistant Director/Interim Library Services Director/PIO Lauren Bennett

INVOCATION

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

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

Mayor Smith stated that she was requested to pull Item #4, and it will be renumbered to Item #6A.

Village Manager Bornstein made the following changes:

Items #6, #7, and #8 will be pulled and moved to the February 12, 2026, Village Council Meeting.

(Please note that inadvertently, the Village Council did not vote on this item).

CONSENT AGENDA

1. Approve November 13, 2025, Local Planning Agency Meeting Minutes: Motion to approve the November 13, 2025, Local Planning Agency Meeting Minutes

Staff: Kimberly Wynn, Village Clerk

2. Approve November 13, 2025, Village Council Meeting Minutes: Motion to approve November 13, 2025, Village Council Meeting Minutes

Staff: Kimberly Wynn, Village Clerk

3. Task Order #2 with RMJ Contractors for Demolition of the property located at 3395 2nd Avenue North: Approve Task Order #2 with RMJ Contractors for an amount not to exceed \$87,400.00. Funding is available from the General Government budget.

Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village of Palm Springs recently acquired the property at 3395 2nd Avenue North. As part of the overall plan for the corridor redevelopment, the structure is to be demolished, graded, and sodded. The demolition and site restoration will be managed by the Village's Public Works Department as part of a broader effort to improve the corridor.

The Village's Public Works Department issued a Request for Proposals (RFP) to pre-qualified contractors for Public Works Minor Construction Projects (RFP #2025R-004 August 19, 2025). A solicitation was issued to all five pre-qualified vendors, and on October 30, 2025, RMJ Contractors submitted the lowest and most responsive proposal, not to exceed \$87,400.00.

Staff recommend approval of the contract with RMJ Contractors Inc to proceed with the project.

Fiscal Impact: Task Order #2 for the demolition of the property located at 3395 2nd Avenue North is being funded from the General Government account #01119-56100 at a cost not to exceed \$87,400.00.

4. (THIS ITEM WAS MOVED TO ITEM #6A) Task Order #3 with KENCO Signs and Awning LLC for LED Message Board Sign at the Greenbrier Gateway: Approve Task Order #3 with KENCO Signs and Awning, LLC for an amount not to exceed \$79,880. Funding is available from the Public Works Capital Improvement Budget FY26.

Staff: Felipe Lofaso, Public Works Director

SUMMARY: On November 14, 2024, the Village Council approved a Design-Build Agreement with KENCO Signs and Awning LLC (RFQ No. 2024R-004) for the design, fabrication, and installation of LED message board signs to improve wayfinding throughout the Village for residents and visitors alike.

Each sign is negotiated individually over a three-year period. The first LED message board sign (TO #1) was installed at the Davis Road entrance to Village Hall, and the second message board sign (TO #2) is scheduled to be installed at the SoVi Center.

Village staff are now seeking Council approval for Task Order #3 LED Message Board Sign at Greenbrier Dr. and Congress Ave—within the existing curb island, with a cost not to exceed \$79,880, which is within the FY26 budget allocation of \$100,000.

Fiscal Impact: Task Order #3 with KENCO Signs and Awning LLC is at a cost not to exceed \$79,880.00, funded from Account #01441-56300.

5. Temporary Use Permit - Congress Avenue Force Main Project - Construction Staging Area - 1212 South Congress Avenue: Approve a Temporary Use Permit for David Seabrooke and the Hinterland Group, Inc. to allow for a construction staging area at 1212 South Congress Avenue, designated for the installation of a force main along South Congress Avenue until March 31, 2026.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Mr. Nelson Bello, Construction Manager and agent for the applicant, Hinterland Group, Inc., is requesting a Temporary Use Permit to allow a construction staging area for the sewer force main installation along South Congress Avenue. Approval of the request will enable the applicant, who is also the CRA's contractor for the project, to stage materials required for the project.

Due to the proximity of this project to the construction area, the use of this property as a staging area will help expedite the project's construction. It will allow the contractor to finish all construction activities quickly.

The preliminary site plan shows the proposed arrangement of temporary storage materials. Staging area accessibility is limited to the existing driveway connection on South Congress Avenue.

The applicant is requesting a three-and-one-half-month Temporary Use Permit while the sewer force main is being installed.

Fiscal Impact: There is no direct fiscal impact from the proposed temporary use. This property is located within the Palm Springs Community Redevelopment Agency (CRA).

End of Consent Agenda....

Mayor Pro Tem Ready motioned to approve the agenda as presented, minus Item #4, and Vice Mayor Schmitz seconded it. The motion carried 5-0.

PRESENTATIONS

None

PUBLIC COMMENT

Fire Chief Martinez began by thanking the Council for inviting Palm Beach County Fire Rescue to attend the tree lighting ceremony and grand opening of the police building. Chief Martinez continued with the November monthly report. Chief Martinez also informed the Council that the Palm Beach County Fire Department entered two (2) competitions, and everyone did extremely well; he was very proud of them all.

PUBLIC HEARINGS

6. (Second Reading) Ordinance No. 2025-13 - Code Amendment — Chapter 78, Schedule of Fees — Establishment of the Utilities' Schedule of Fees by Village Council Resolution: Motion for the approval of Ordinance No. 2025-13 to amend Chapter 78 - Utilities of the Village Code of Ordinances to modernize how the Village establishes and manages its utility rates, fees, and operating standards to improve administrative efficiency, transparency, and responsiveness to regulatory changes. **(THIS ITEM IS CONTINUED TO FEBRUARY 12, 2026, VILLAGE COUNCIL PUBLIC HEARING)**

Staff: Jimmie Johnson, Utilities Director

SUMMARY: Ordinance No. 2025-13 amends Chapter 78 – Utilities of the Village Code of Ordinances. It modernizes how the Village sets and manages utility rates, fees, and operating standards to improve administrative efficiency, transparency, and responsiveness to regulatory changes.

Key Provisions:

Authority to Establish Rates by Resolution

- The ordinance authorizes the Utilities Department, with Village Council approval, to set and revise all water and sewer rates, fees, and charges by resolution, rather than by formal ordinance amendment.
- This change will streamline future rate adjustments, allowing the Village to respond more efficiently to inflationary pressures, cost-of-service studies, and capital funding needs.
- The change maintains public notification and hearing requirements consistent with Florida Statutes to ensure rate transparency and customer protection.

Ordinance No. 2025-13 was approved on first reading at the November 13, 2025, meeting and is being presented for second and final reading.

Creation of a Utilities Policy and Procedures Manual (PPM)

- The ordinance creates a new Section 78-2, authorizing the adoption of a Policy and Procedures Manual by resolution
- The PPM will formalize and document all utility department standards, technical requirements, and service procedures—including billing, development review, cross-connection control, pre-treatment, emergency water use, and construction standards.
- Following Council adoption, future amendments may be approved administratively upon recommendation of the Utilities Director and approval of the Village Manager.
- The PPM will carry the same enforceability as an ordinance, ensuring compliance through existing enforcement mechanisms such as Code Enforcement.

Operational and Administrative Benefits

- Efficiency: Shifts recurring technical updates (e.g., rate tables, procedural standards) from the lengthy ordinance process to the more agile resolution process.
- Transparency: Provides a single codified manual documenting standards and policies, improving clarity for residents, developers, and staff.
- Consistency: Ensures uniform enforcement of service standards across all utility operations.
- Compliance: Aligns with Florida Statutes, granting municipalities authority to regulate local utilities and set equitable rates within and outside corporate boundaries.

Next Steps

- First Reading: Scheduled for initial Council review and discussion.
- Second Reading: Upon adoption, a companion resolution will be presented to establish the updated Schedule of Rates, Fees, and Charges.
- The Utilities Department may also present the draft Policy and Procedures Manual (PPM) at the second reading or at a subsequent meeting for Council adoption.

Recommendation

Staff recommends the Village Council adopt Ordinance No. 2025-13, authorizing:

- The establishment and modification of all utility rates and fees by Village Council resolution, and
- The creation of a Utilities Policy and Procedures Manual to be adopted and maintained by resolution.

These changes will provide the Village with a more effective and adaptive governance structure for managing utility operations, rates, and service standards while maintaining accountability and public transparency.

Fiscal Impact: There will be no fiscal impact on the Water & Sewer Enterprise Fund.

Item 6A. Task Order #3 with KENCO Signs and Awning LLC for LED Message Board Sign at the Greenbrier Gateway: Approve Task Order #3 with KENCO Signs and Awning, LLC for an amount not to exceed \$79,880. Funding is available from the Public Works Capital Improvement Budget FY26.

Director of Public Works Felipe Lafaso explained there would be a sign at SoVi, Greenbrier, and Congress, and one at 10th Avenue and Davis. Depending on the Council's direction, the fifth sign would be installed at Commons Park at the entrance to the parking lot and Alameda.

A discussion ensued regarding information that has been put on the sign and the speed of the notices as they come out, which is currently on Davis and Cypress. There were many good suggestions from the Council, and Village Manager Bornstein said this was a learning experience, and there are corrections that will be made.

Mayor Smith offered the public an opportunity to further comment. There were no comments from the public or the Council. Council Member Waller motioned for the approval, and Council Member Tieche seconded. The said motion carried 5-0.

7. Resolution No. 2025-64 - Approve Water and Sewer Rate Increase: Motion to approve Resolution No. 2025-64 for the adoption of a Rate Resolution establishing a 3% annual increase to the Village's water and sewer rates beginning this year (FY 25/26) and continuing annually through FY 2030. **(THIS ITEM IS CONTINUED TO FEBRUARY 12, 2026, VILLAGE COUNCIL PUBLIC HEARING)**

Staff: Jimmie Johnson, Director of Utilities

SUMMARY: The Utilities Department's recommendation for adoption of a Rate Resolution establishing a 3% annual increase to the Village's water and sewer rates beginning this year (FY 25/26) and continuing annually through FY 2030. This resolution represents the Village's first use of the new authority established under Ordinance No. 2025-13, which allows utility rates, fees, and charges to be adopted and amended by Village Council resolution.

The Village's water and sewer utilities are enterprise operations funded entirely by user fees. As operating costs, regulatory compliance expenses, and capital infrastructure continue to rise, maintaining a predictable and sustainable rate structure is essential to protect service reliability and financial stability. With the adoption of Ordinance No. 2025-13, the Village now has a modern, flexible approach for adopting and adjusting utility rates, ensuring that cost recovery, capital funding, and regulatory obligations are met in a timely and transparent manner.

Once adopted, the first 3% rate increase will take effect immediately on FY 25/26. Subsequent 3% increases will automatically take effect each October 1 through FY 2030, unless revised by Council. Consistent with state law, the Village will notify all customers of the new rates and implementation schedule through utility bill messaging and official Village communication channels. The Utilities Department will review financial performance annually to confirm alignment with the 3% adjustment schedule.

Staff recommend that the Village Council adopt the proposed Rate Resolution implementing a 3% annual increase to water and sewer rates beginning on FY 25/26 and continuing through FY 2030. This long-range rate plan provides financial predictability, operational stability, and a sustainable funding path for the Village's water and sewer utilities.

Fiscal Impact: The proposed utility rates would be expected to provide revenues sufficient to maintain the Village's utility operations and capital needs for the next five (5) fiscal years (FY 2025 to FY 2026).

8. Resolution No. 2025-65 - Approve the Adoption of a Utility Policy and Procedure Manual: Motion for the approval of Resolution No. 2025-65, adopting the Utility

Policy and Procedure Manual (UB-PPM). (THIS ITEM IS CONTINUED TO FEBRUARY 12, 2026, VILLAGE COUNCIL PUBLIC HEARING)

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department's request for Village Council adoption of the Utility Billing Policy and Procedure Manual (UB-PPM) by Resolution is pursuant to the authority provided under Ordinance No. 2025-13. The UB-PPM establishes a comprehensive, standardized framework governing all billing, customer service, account management, fee assessments, delinquency processing, and administrative procedures for the Village's water and sewer utility billing operations.

The Utility Billing Policy and Procedure Manual (UB-PPM) is the first component of the larger PPM framework and focuses exclusively on billing, account administration, and customer service functions. Under Ordinance No. 2025-13, the UB-PPM carries the same enforceability as an ordinance, allowing for consistent application and Code Enforcement action when necessary.

Future minor updates, such as software enhancements, workflow improvements, or federal/state compliance adjustments, can be approved efficiently by the Village Manager and or Utilities Director without requiring a complete ordinance amendment.

The Utilities Department recommends that the Village Council adopt the Utility Billing Policy and Procedure Manual (UB-PPM) by Resolution. This action will modernize the Village's billing framework, strengthen internal controls, promote fairness and transparency, and ensure consistent and compliant service to all utility customers.

Fiscal Impact: There is no impact on the Water & Sewer Enterprise Fund.

ACTIONS AND REPORTS**9. Discussion: Letter to Vendors — Notice Regarding Future of Contracts**

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: A sample letter that has been sent out by another city is attached for Council discussion.

Fiscal Impact: There is no direct fiscal impact associated with holding this discussion.

The Village Manager said the attached letter would be sent out to vendors, contractors, and consultants. This references the impact of the state's efforts to adjust, change, and/or eliminate property taxes. The adjustment, however, if the state decides to vote or proceed with property taxes, will have an impact on our General Fund. The Village Council discussed this item and agreed it would be a good idea to have it sent out.

Mayor Smith asked for a motion to send the letter to the above-mentioned. Mayor Pro

Tem Ready motioned for the approval, and Vice Mayor Schmitz seconded. The said motion carried 5-0.

VILLAGE MANAGER COMMENTS

Village Manager Bornstein commented on the yard signs, which would let residents know that any new facilities completed were paid for with their tax dollars. He complimented the organization, the Police Chief, contractors, and consultants on the beautiful building built for the Police Department. He also wished everyone a Merry Christmas and a Happy New Year.

VILLAGE COUNCIL COMMENTS

The Village Council wished everyone Merry Christmas and a Happy New Year. They thanked staff for all of their hard work.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:55 p.m.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **December 11, 2025**. The minutes were formally approved and adopted by the Village Council on **January 15, 2026**.

Submitted by

Jane R. Worth,

Deputy Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, JANUARY 15, 2026, AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Planning, Zoning & Building

ITEM #2: Approve Right-of-Way Deed - Coconut Road - 3715 Coconut Road

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

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

To maintain a safe roadway for property owners and residents within the area, Village staff has received a proposed right-of-way deed that would accept property within the public access easement, including an 18.5' cross-section containing the existing pavement for vehicular travel, and would provide for the future development of a drainage swale and sidewalk improvements. During redevelopment or significant improvement of adjacent property, the Village will request a right-of-way dedication from adjoining owners.

The Village has received three right-of-way deeds for consideration by the Village Council.

The Village Attorney prepared the right-of-way deeds, and the Planning, Zoning, & Building Director reviewed them. The Village Surveyor reviewed a sealed sketch and a legal description attached to the executed deed.

Note: For the deed to be accepted, approval by the Village Council is required. The Council will review the submitted right-of-way deeds. Upon approval, the deed is ready for the next step.

Following Village Council approval, the accepted right-of-way deed will be filed with the Palm Beach County Clerk of Courts to complete the process.

FISCAL IMPACT:

The proposed right-of-way deed does not have a direct fiscal impact to the village.

ATTACHMENTS:

1. Resolution No. 2026-03 R-O-W Deed for 3715 Coconut Road
2. Right-Of-Way Deed
3. Exhibit "A" - Legal Description and Sketch
4. Proposed Survey

RESOLUTION NO. 2026-03

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ACCEPTING THE RIGHT-OF-WAY DEED FROM ESMAEILI SAMAN FOR A PORTION OF THE PROPERTY GENERALLY LOCATED AT 3715 COCONUT ROAD TO BE USED BY THE VILLAGE FOR RIGHT-OF-WAY; PROVIDING DIRECTIONS TO THE VILLAGE CLERK FOR RECORDING AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Esmaeili Saman, (“Owner”) is the current owner of the real property generally located at 3715 Coconut Road (Parcel Control Number 70-43-44-19-11-004-0021 (“Property”); and

WHEREAS, the proposed right-of-way deeds include approximately 18 ½ foot cross-section containing the existing paved roadway for vehicular travel and provide for the future development of drainage swales and sidewalk improvements; and

WHEREAS, as a condition of development, the Village requested that the Owner deed to the Village a portion of the Property to be utilized for Right-of-Way purposes; and

WHEREAS, the Owner is agreeable to deeding that portion of the Property identified in the Right-of-Way Deed, which is attached hereto as **Exhibit “A”** and incorporated herein; and

WHEREAS, the Village desires to accept the Right-of-Way Deed from the Owner; and,

WHEREAS, based on the foregoing, the Village Council has determined that accepting the Right-of-Way Deed from the Owner is in the best interest 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 recitals set forth above are incorporated into this Resolution as true findings of fact by the Village Council.

Section 2. The Village of Palm Springs hereby accepts the Right-of-Way deed, which is attached hereto as Exhibit "A" and incorporated herein.

Section 3. The Village Clerk is directed to record the Right-of-Way Deed in the official records in and for Palm Beach County, Florida.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
KIM SCHMITZ, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JOHNNIE TIECHE, COUNCIL.MEMBER	☐	☐	☐
PATTIE WALLER, COUNCIL MEMBER	☐	☐	☐

Mayor thereupon declared the Resolution duly passed and adopted this **15TH** day of **January 2026.**

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

Prepared by:
Village of Palm Springs
Village Attorney Christy Goddeau
226 Cypress Lane
Palm Springs, FL 33406

Portion of PCN: 70-43-44-19-11-004-0021

RIGHT-OF-WAY DEED

THIS INDENTURE made this ____ day of _____, 2025, by and between, Esmaili Saman, a property owner with a mailing address of 15850 Schweizer Court, Wellington, FL 33414, as party of the first part and **VILLAGE OF PALM SPRINGS**, a Florida municipal corporation, with a mailing address of 226 Cypress Lane, Palm Springs, FL 33461, as party of the second part.

WITNESSETH

That said party of the first part, for and in consideration of the mutual promises herein contained and other good and valuable consideration, does hereby grant, remise, release, convey, and confirm unto the part of the second part, its successors and assigns, all right, title, interest, claim and demand which the party of the first part has in and to the following-described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

See **Exhibit "A"** attached hereto ("ROW Property" hereafter).

This Deed is made for the purpose of giving and granting to the party of the second part, its successors and assigns, said ROW Property for public highway, street, drainage and utility purposes; and is made, executed and delivered with the express understanding and condition that should the ROW Property ever be abandoned and its uses discontinued, the title to same shall thereupon revert to and revest in the party of the first part or assigns.

That this Deed shall be subject only to those easements, restrictions, and reservations of record. The party of the first part agrees to provide for the release of any and all mortgages or liens encumbering the ROW Property. Except for the existing driveway for ingress and egress, the party of the first part also agrees to erect no building or effect any other kind of construction or improvements upon the ROW Property.

Party of the first part does hereby fully warrant the title to said ROW Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it have good right and lawful authority to grant the above-described ROW Property and that the same is unencumbered. Where the context of this Deed allows or permits, the same include the successors or assigns of the parties.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, in law or in equity to the only proper use, benefit, and behalf of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, said party of the first part has hereunto set their hand and seal the date first above written.

Signed, sealed and delivered in the presence of two witnesses:

PARTY OF THE FIRST PART:

Signature of First Witness

Print Name: Lathresha McLeod
Address: 4501 PGA Blvd PB 33418

By: Saman Esmaili
Print Name: Saman Esmaili
Print Title: Owner

Signature of Second Witness

[Corporate Seal]

Print Name: Jamie Garcia
Address: 4501 PGA Blvd PB 33418

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of December, 2025, by Saman Esmaili, as the Owner of 3715 Coconut Rd, a _____, who ☐ is personally known to me or ☒ has produced FL DL as identification.

[Notary Seal]



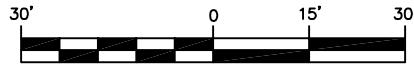
Kerrian Wisdom-Catnott
Notary Public - State of Florida
Printed Name: Kerrian Wisdom-Catnott

**EXHIBIT "A" TO ROW DEED
ROW PROPERTY**

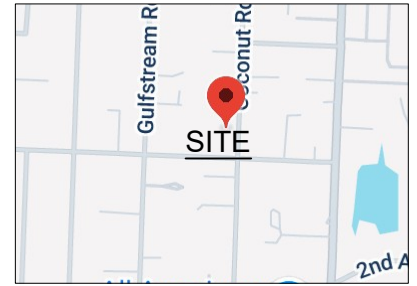
A portion of PCN: 70-43-44-19-11-004-0021

Project C-640413	Sheet 1 OF 2
Date 09-11-2025	
Scale 1"=60'	

EXHIBIT "A"



GRAPHIC SCALE (In Feet)
1 inch = 30 ft.



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION GRANTED TO THE CITY

THE EAST 18.5 FEET OF THE SOUTH 105.75 FEET OF THE NORTH 211.50 FEET OF TRACTS 2 AND 3, BLOCK 4, LAKEWOOD GARDENS PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 38, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LEGEND

A/C	AIR CONDITIONER
B.F.P.	BACKFLOW PREVENTER
C.B.S.	CONCRETE BLOCK STRUCTURE
EL.	ELEVATION
F.F.	FINISHED FLOOR
I.D.	IDENTIFICATION
L	LENGTH
L.B.	LICENSED BUSINESS
M	MEASURED
N.T.S.	NOT TO SCALE
N&D	NAIL & DISC
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
O.R.B.	OFFICIAL RECORDS BOOK
P	PLAT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
P.R.M.	PERMANENT REFERENCE MONUMENT
PG	PAGE
P.B.	PLAT BOOK
PK	PARKER KYLON NAIL
R	RADIUS
TAN	TANGENT
T.B.M.	TEMPORARY BENCH MARK
CL	CENTERLINE
&	AND
#	NUMBER
Δ	DELTA OR CENTRAL ANGLE
CONCRETE	CONCRETE
CHAIN LINK FENCE	CHAIN LINK FENCE
WOOD FENCE	WOOD FENCE
MISCELLANEOUS FENCE	MISCELLANEOUS FENCE

FLOOD ZONE: X
COMMUNITY NUMBER: 120223
PANEL: 12099C0776
SUFFIX: F
BASE FLOOD ELEVATION: N/A
FIRM DATE: 10-05-2017
FIRM EFFECT./REV DATE: 10-05-2017

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH & DESCRIPTION SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

NOTES:

1. LEGAL DESCRIPTION CREATED BY COMPASS SURVEYING
2. NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
3. NO SUBSURFACE IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
4. ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

(SIGNED)

DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593



6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
www.compasssurveying.net

LB. 7463 PHONE: 561.640.4800 FAX: 561.640.0576

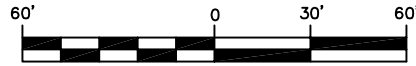
SKETCH AND DESCRIPTION FOR
LAND GRANTED TO THE CITY OF
3715 COCONUT ROAD
PALM SPRINGS, FL 33461
PREPARED FOR
SARAH MOGHADAM

Project
C-640413
Date
09-11-2025
Scale
1"=60'

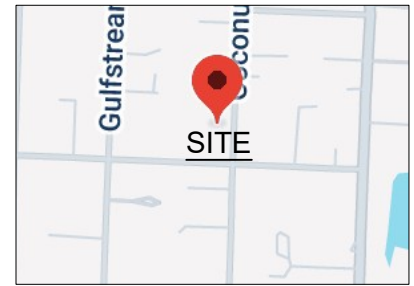
Sheet

2 OF 2

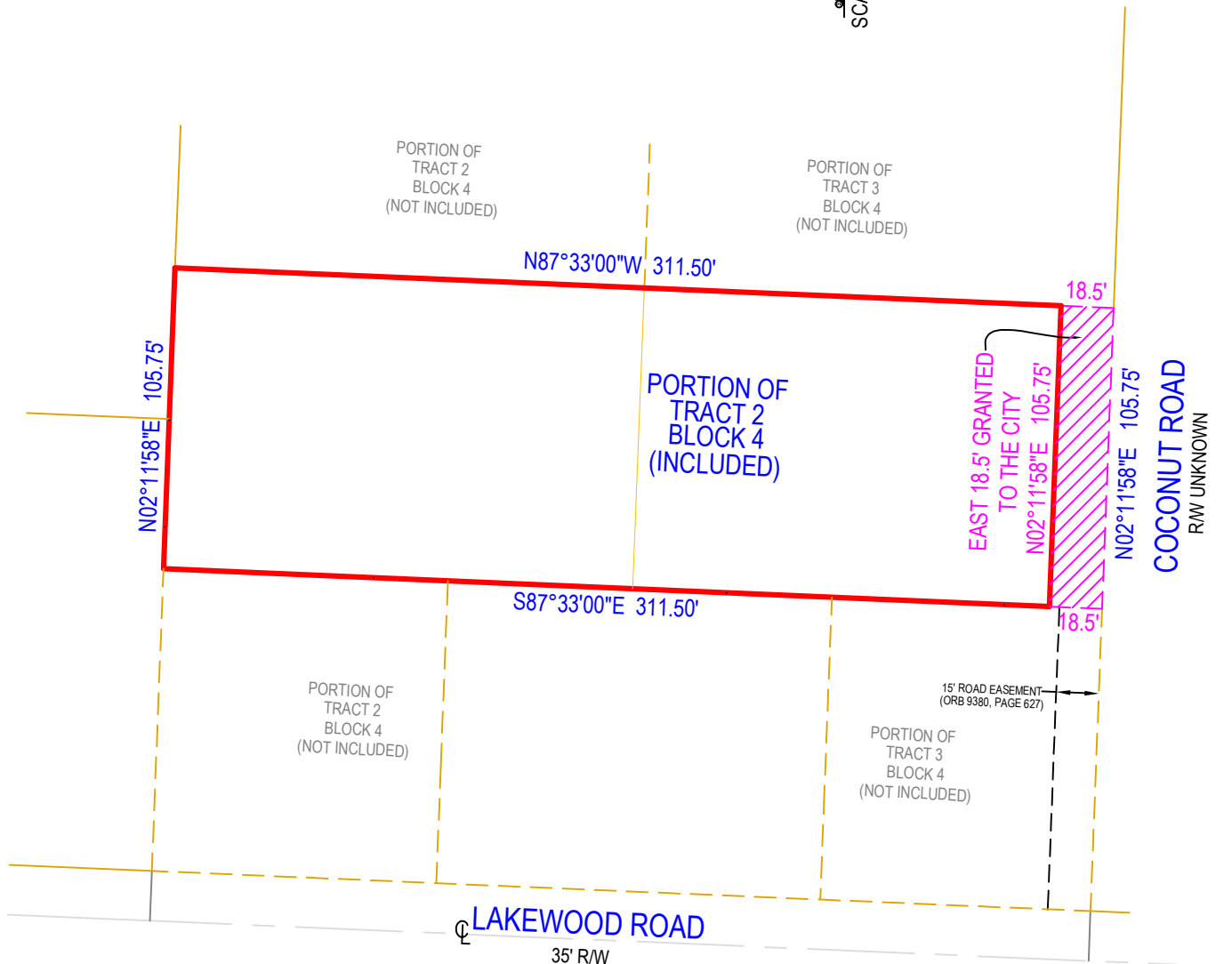
EXHIBIT "A"



GRAPHIC SCALE (In Feet)
1 inch = 60 ft.



VICINITY MAP
NOT TO SCALE



6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
www.compassurveying.net

COMPASS SURVEYING

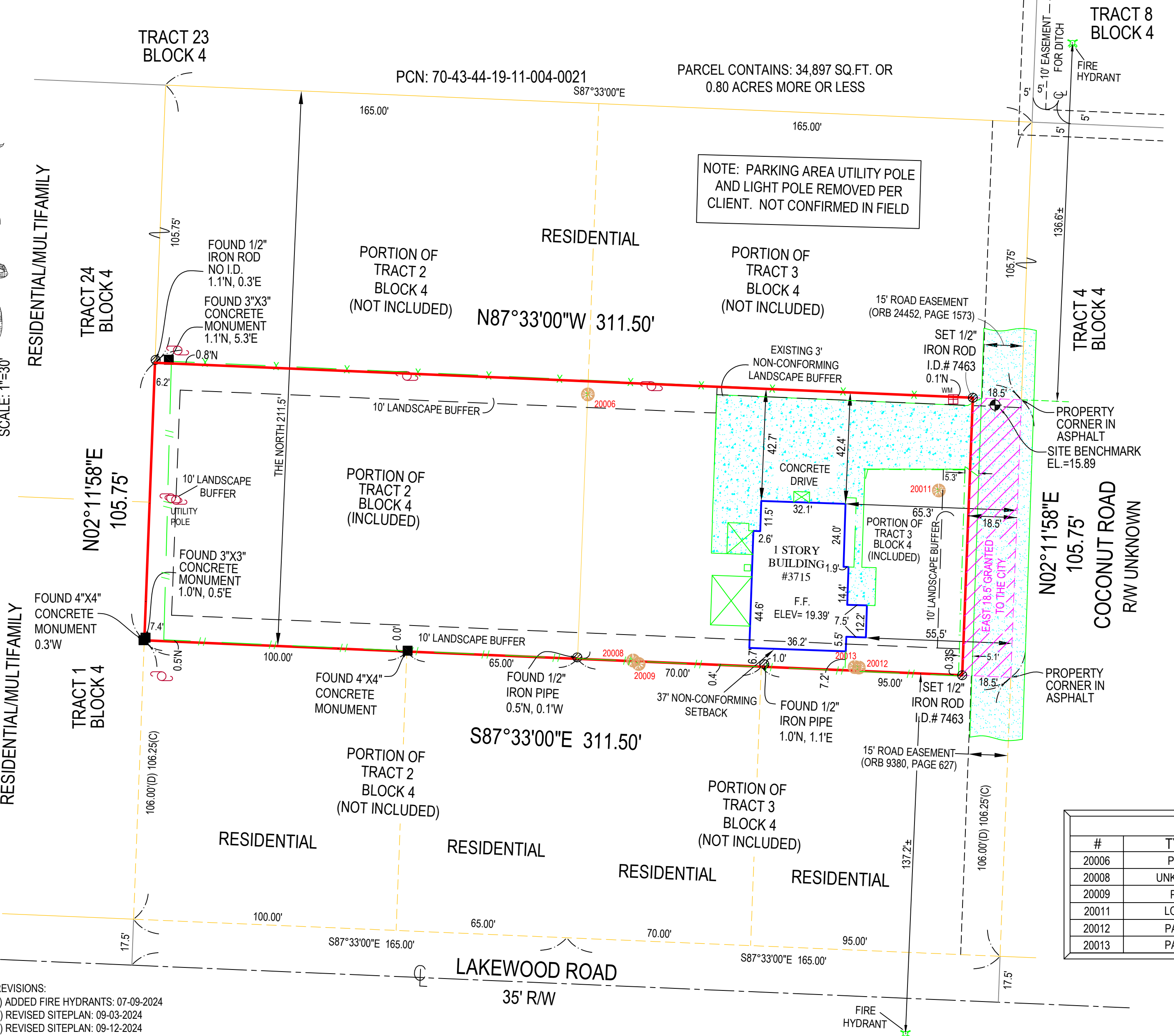
LB. 7463 PHONE: 561.640.4800 FAX: 561.640.0576

SKETCH & DESCRIPTION SURVEY OF
4604 CAMBRIDGE STREET
LAKE WORTH, FL 33463

PREPARED FOR
NATALIA RUA

LEGAL DESCRIPTION GRANTED TO THE CITY

THE EAST 18.5 FEET OF THE SOUTH 105.75 FEET OF THE NORTH 211.50 FEET OF TRACTS 2 AND 3, BLOCK 4, LAKEWOOD GARDENS PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 38, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



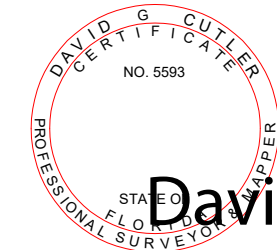
- REVISIONS:
- 1) ADDED FIRE HYDRANTS: 07-09-2024
 - 2) REVISED SITEPLAN: 09-03-2024
 - 3) REVISED SITEPLAN: 09-12-2024
 - 4) SITEPLAN REVISIONS: 09-12-2024
 - 5) SITEPLAN REVISIONS: 09-13-2024
 - 6) SITEPLAN REVISIONS: 09-18-2024
 - 7) SITEPLAN REVISIONS: 09-22-2024
 - 8) SITEPLAN REVISIONS: 09-23-2024
 - 9) REVISED SITEPLAN: 01-09-2024
 - 10) REVISED SITEPLAN: 01-14-2025
 - 11) REVISED SITEPLAN: 02-07-2025
 - 12) REVISED SITEPLAN: 02-13-2025
 - 13) REVISED SITEPLAN: 02-26-2025
 - 14) REVISED SITEPLAN: 03-31-2025
 - 15) REMOVE PROPOSED, TURN TOPO BACK ON: 04/17/20
 - 16) CREATED SKETCH: 06/18/2025

- NOTES:
1. LEGAL DESCRIPTION CREATED BY COMPASS SURVEYING
 2. NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
 3. NO SUBSURFACE IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
 4. ALL ANGLES OR BEARINGS AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED
 5. SOME FEATURES MAY NOT BE AT SCALE IN ORDER TO SHOW DETAIL.
 6. THE BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH PROPERTY LINE, HAVING A BEARING OF S 87° 33' 00" E.

ORIGINAL FIELD WORK COMPLETED BY
TARGET SURVEYING, LLC.
SURVEY #: 302773

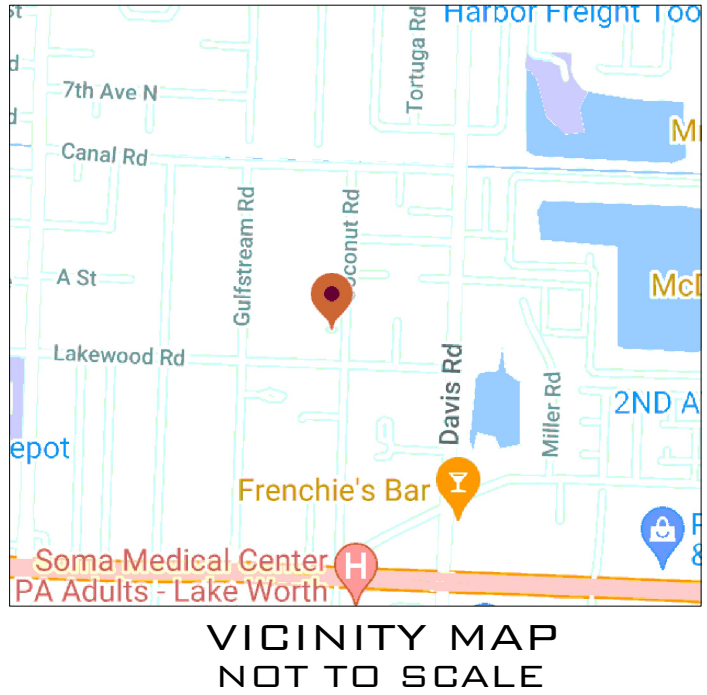
TREE LEGEND				
#	TYPE	SIZE	HEIGHT	CANOPY
20006	PALM	3"	5'	5'
20008	UNKNOWN	8"	25'	25'
20009	PALM	12"	25'	16'
20011	LOQUAT	3'	8'	6'
20012	PAPAYA	3'	5'	4'
20013	PAPAYA	3'	7'	5'

ORIGINATION BENCHMARK
PALM BEACH COUNTY
BENCHMARK "AD 8537"
N.A.V.D. ELEVATION = 12.00'



David
Cutler

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.
by David Cutler
Date: 2025.07.18
2025.07.18 - 04/09
DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593



FLOOD ZONE: X
COMMUNITY NUMBER: 120223
PANEL: 12099C0776
SUFFIX: F
BASE FLOOD ELEVATION: N/A
FIRM DATE: 10-05-2017
FIRM EFFECT./REV DATE: 10-05-2017

- LEGEND
- A/C AIR CONDITIONER
 - B.F.P. BACKFLOW PREVENTER
 - C.B.S. CONCRETE BLOCK STRUCTURE
 - ELEVATION
 - F.F. FINISHED FLOOR
 - I.D. IDENTIFICATION
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 - M. MEASURED
 - N.T.S. NOT TO SCALE
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 - P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.G. PAGE
 - P.B. PLAT BOOK
 - P.K. PARKER KYLON NAIL
 - R. RADIUS
 - T. TANGENT
 - T.B.M. TEMPORARY BENCH MARK
 - C. CENTERLINE
 - AND NUMBER
 - DELTA OR CENTRAL ANGLE
 - CONCRETE
 - CHAIN LINK FENCE
 - WOOD FENCE
 - MISCELLANEOUS FENCE
 - PROPOSED TREE
 - PROPOSED LIGHT POLE

SKETCH AND DESCRIPTION FOR LAND GRANTED TO THE CITY OF
3715 COCONUT ROAD
PALM SPRINGS, FL 33461
PREPARED FOR:
SAMAN ESMAEILI

Project C-640413
Date 06-24-2024
Scale 1"=30'
Sheet 1 OF 1

6250 N. MILITARY TRAIL
SUITE 102
WEST PALM BEACH, FL 33407
PHONE: 561.640.4800
FAX: 561.640.0576
COMPASS SURVEYING
WWW.COMPASSSURVEYING.NET
LB #7463



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Finance

ITEM #3: CRA Budget Amendment

SUMMARY: The proposed resolution recommends increasing the Palm Springs Community Redevelopment Agency's annual budget by \$1,038,239.

The amendment allocates the FY25 fund balance to each CRA district:

<u>CRA District</u>	<u>FY 2026 Budget Amendment</u>	<u>Proposed FY 2026 Budget</u>
Congress Ave District	\$595,103	\$3,364,896
Lake Worth Road District	\$443,136	\$1,402,414
TOTAL		\$4,767,310

Note: Per Chapter 163.387(7), Florida Statutes, any fund balance left at the end of the fiscal year must be "appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan" or must be used to reduce indebtedness or must be returned to each taxing authority.

The Palm Springs CRA Community Redevelopment Plan outlines five economic development strategies to promote investment and revitalization. One strategy is attracting and recruiting businesses. The proposed budget amendment supports this by allocating the FY25 fund balance to the following initiatives:

The Redevelopment Incentive Program, or Property Improvement Grants, will assist Congress Avenue District property owners with connecting to the new sanitary sewer line. It will also provide incentive funds in the Lake Worth Road District to support development of the South Village (SoVi) Towncenter.

Funds are also reserved for land acquisition in the Congress Avenue District, pending agreement on a suitable purchase price for a key redevelopment site.

The Palm Springs CRA Board reviewed the proposed budget amendment on January 15, 2026, and approved it for Village Council consideration.

FISCAL IMPACT:

The proposed resolution amends the FY26 Palm Springs CRA operating budget to reconcile the fund balance as of September 30, 2025 (FY 2025). This amendment increases the budget by \$1,038,239,

resulting in a total of \$4,767,310.

Note: The proposed amendment will produce an amended Village budget totaling \$88,997,279.

ATTACHMENTS:

1. Resolution No. 2026-04 CRA Budget Amendment #1
2. FY25 CRA Budget Transfer #1 (true up fund balance
3. Budget Summary Ad
4. FY 2026 Budget Consistency

RESOLUTION NO. 2026-04

A RESOLUTION OF THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE BUDGET TO ALLOW PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY (CRA) TO INCREASE ITS BUDGET BY \$1,038,23 TO REFLECT THE REMAINING FUND BALANCE AS OF SEPTEMBER 30, 2025 (FY 2025) TO BRING THE BALANCE UP TO BUDGET PROJECTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (“Village”) previously adopted the FY 2026 Annual Operating Budget under Ordinance No. 2025-09 on September 25, 2025; and

WHEREAS, the Village finds it is necessary to amend the annual budget for the Palm Springs Community Redevelopment Agency (CRA) to increase the total budget by \$1,038,23. Additionally, a transfer of funds between the two CRA Districts is proposed to bring the fund balance up to that projected during the budget process; and

WHEREAS, The proposed amendment allocates the FY 2025 fund balance to the Congress Avenue CRA district, and due to a fund balance shortfall, transfer funds to make the Lake Worth Road CRA District whole.

NOW THEREFORE, BE IT RESOLVED BY THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY OF THE VILLAGE OF PALM SPRINGS, FLORIDA;

Section 1. The above recitals are now ratified and confirmed as being true and correct and are now incorporated into this Resolution.

Section 2. The funds and available resources, and revenues more specifically described in “Exhibit A,” attached hereto, and incorporated herein by reference, are appropriated to provide the funding for necessary operating and other expenses of departments of the Village for the fiscal year.

Section 3. The revenues and expenses, as outlined in “Exhibit A” are now incorporated by reference and are now adopted as the amended budget for FY 2025 - 2026.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, CHAIR	☐	☐	☐
PATTI WALLER, VICE CHAIR	☐	☐	☐
KIM SCHMITZ, BOARD MEMBER	☐	☐	☐
JOHNNIE TIECHE, BOARD MEMBER	☐	☐	☐
GARY READY, BOARD MEMBER	☐	☐	☐
MARTA PADRON, BOARD MEMBER	☐	☐	☐
FABIANA DESROSIERS, BOARD MEMBER	☐	☐	☐

The Chair thereupon declared the Resolution duly passed and Adopted this day of January 15, 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, CRA BOARD CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, CRA ATTORNEY

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2025-26

Transfer Number _____

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
14003-38901	Appropriated Fund Balance	\$ -	\$ 443,136		\$ 443,136
15003-38901	Appropriated Fund Balance	\$ -	\$ 595,102		\$ 595,102
					\$ -
14552-58201	Property Improvement Grants	\$ 100,000	\$ 443,136		\$ 543,136
15552-58201	Property Improvements Grants	\$ 400,000	\$ 100,000		\$ 500,000
15552-56100	Land	\$ 500,549	\$ 495,102		\$ 995,651
					\$ -
					\$ -
					\$ -
	TOTAL	\$ 1,000,549	\$ 2,076,476	\$ -	\$ 3,077,025
EXPLANATION : Allocate fiscal year end 2025 fund balance to specific programs. Catalyst fund (property improvement grand), Land Acquisition in Congress Ave District.					
Prepared by: _____ Date: _____ Approved by: _____ Date: _____ Finance Reviewed: _____ Date: _____		_____ Approved _____ Denied _____ Village Manager _____ Date Approved by Council (Date of Meeting) _____ Processed by _____ Finance: _____ Date: _____			

PROPOSED BUDGET VILLAGE OF PALM SPRINGS - FISCAL YEAR 2025-2026 THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 5.5% 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	\$7,690,435		\$859,085				\$8,549,520
Voted Debt Service Ad Valorem Tax	0.1922				\$420,836			\$420,836
Sales and Use Taxes		\$1,067,300						\$1,067,300
Utility Service Taxes		\$3,875,131						\$3,875,131
Local Business Taxes		\$395,000						\$395,000
Permits and Fees		\$3,500,155						\$3,500,155
Intergovernmental Revenues		\$6,993,866		\$2,885,759				\$9,879,625
Charges for Services		\$3,328,345				\$26,251,114	\$532,442	\$30,111,901
Fines and Forfeitures		\$250,300				\$372,086		\$622,386
Miscellaneous Revenues		\$1,655,855		\$19,500		\$1,335,000	\$60,000	\$3,070,355
TOTAL SOURCES		\$28,756,387	\$0	\$3,764,344	\$420,836	\$27,958,200	\$592,442	\$61,492,209
Transfers In		\$3,693,834		\$1,002,966		\$0	\$1,000,000	\$5,696,800
Fund Balances/Reserves/Net Assets		\$10,303,779	\$0			\$11,504,491	\$0	\$21,808,270
TOTAL REVENUES, TRANSFERS & BALANCES		\$42,754,000	\$0	\$4,767,310	\$420,836	\$39,462,691	\$1,592,442	\$88,997,279
EXPENDITURES/EXPENSES:	MILLAGE PER \$1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Legislative		\$895,980						\$895,980
Executive		\$768,146						\$768,146
Finance		\$1,220,163						\$1,220,163
Legal		\$225,000						\$225,000
Human Resources		\$731,486						\$731,486
Information Technology		\$1,474,729						\$1,474,729
Clerk		\$507,093						\$507,093
General Government		\$1,635,129						\$1,635,129
Planning, Zoning & Building		\$1,964,740						\$1,964,740
Law Enforcement		\$15,780,368						\$15,780,368
Sanitation		\$1,815,881						\$1,815,881
Water and Sewer Utility						\$35,629,629		\$35,629,629
Stormwater Utility							\$1,592,442	\$1,592,442
Public Works		\$7,216,839						\$7,216,839
Community Redevelopment Agency				\$4,551,429				\$4,551,429
Economic Development								\$0
Library		\$1,317,648						\$1,317,648
Parks and Recreation		\$5,042,313						\$5,042,313
Special Events		\$299,400						\$299,400
Debt Service					\$420,836	\$211,228		\$632,064
TOTAL EXPENDITURES/EXPENSES		\$40,894,915	\$0	\$4,551,429	\$420,836	\$35,840,857	\$1,592,442	\$83,300,479
Transfers Out		\$1,859,085	\$0	\$215,881		\$3,621,834		\$5,696,800
Fund Balances/Reserves/Net Assets								\$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		\$42,754,000	\$0	\$4,767,310	\$420,836	\$39,462,691	\$1,592,442	\$88,997,279
		\$0						

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



Palm Springs Community Redevelopment Agency
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200

**PROPOSED FISCAL YEAR 2025-26 (FY26) BUDGET AMENDMENT
CONSISTENCY WITH PALM SPRINGS CRA COMMUNITY REDEVELOPMENT PLAN**

Pursuant to Chapter 163.387, Florida Statutes, a CRA may only expend redevelopment trust funds for undertakings described in the community redevelopment plan. The outline below highlights the major FY26 budget expenditure proposals and the strategies of the Palm Springs CRA Community Redevelopment Plan that will be implemented through this proposed funding:

Incentive Program	\$500,000
• Partner with property owners to remove blight through façade improvements, landscaping, fence replacements, etc. (p.23 and 29)	\$1,043,136
Place Branding (Stakeholders Meetings and Collateral for Placemaking)	\$90,000
• Conduct broker/banker/developer event to present opportunities and plans (p.24 and 29)	
Congress Avenue Sanitary Sewer	\$1,669,836
• Capitalize on intergovernmental capital projects (p.26, 27 and 29)	
Land Acquisition	\$812,918
• Acquire land for strategic partnerships (p.23 and 29)	\$1,313,467
Gateway and Wayfinding Signage	\$80,000
• Create an identity for each district; incorporate wayfinding signage to create sense of place (p.22 and 29)	
CRA-Dedicated Code Enforcement Officer	\$126,061
• Dedication of staff to CRA priorities – enhanced code enforcement (p.20 and 29)	
CRA Professional (Consulting Service)	\$90,000
• Augment staff capacity to implement CRA priorities (p.20 and 29)	



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Community Redevelopment Agency

ITEM #4: Resolution No. 2026-02 - Authorization to Enter into Letter of Intent for the Cooperative Pursuit of a Village Town Center

SUMMARY: The Urban Village Overlay provides form-based development regulations to create a new town center along 2nd Avenue North and Davis Road in the "South Village". The South Village area consists of 113 parcels with 61 different property owners. It would be advantageous for the Village and CRA to join with the property owners to create an assemblage.

A land assemblage is a redevelopment tool that combines multiple small parcels into a single larger development site for the purposes of marketing and selling the entire collection of properties. An assemblage creates opportunities for increased development potential, and also increases investment interest in reducing negotiation time and reducing risk for the developer.

An aggregation of the properties in the South Village facilitates the Village Council and CRA's vision for a pedestrian-oriented mixed-use town center. As its part, the Village and CRA are able to offer incentives to a developer who will help create the desired form of redevelopment to reduce developer costs and increase their return on investment. For the property owners, the land assemblage enhances the value of the individual parcels due to increased usability and development yield potential.

The proposed Letter of Intent for the Cooperative Pursuit of a Village Town Center ("LOI") provides a means to assemble the property owners for common pursuit of a developer and streamlined negotiations.

Village staff is seeking Village Council authorization for the Village Manager or Assistant Village Manager to execute these LOIs, on behalf of the Village, as property owners in the South Village area express an interest in joining an assemblage to collectively seek a purchase offer for all the parcels in the area.

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution No. 2026-02
2. Proposed Letter of Intent for Property Owners in Overlay

RESOLUTION NO. 2026-02

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO EXECUTE LETTERS OF INTENT FOR THE COOPERATIVE PURSUIT OF A VILLAGE TOWN CENTER ("LOI") WITH PROPERTY OWNERS IN THE SOUTH VILLAGE AREA, FOR THE PURPOSE OF FACILITATING THE ASSEMBLAGE OF PROPERTIES FOR REDEVELOPMENT AS ENVISIONED IN THE URBAN VILLAGE OVERLAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Urban Village Overlay provides form-based development regulations to create a new town center along 2nd Avenue North and Davis Road in the "South Village"; and

WHEREAS, the South Village area includes approximately 113 parcels with 61 different property owners; and

WHEREAS, the Village of Palm Springs finds it beneficial for the Village and the Community Redevelopment Agency (CRA) to join with property owners to facilitate the collection of parcels for redevelopment; and

WHEREAS, land assemblage is a redevelopment tool that combines multiple smaller parcels into a single, larger site, thereby increasing development potential, improving land use efficiency, and enhancing overall investment interest; and

WHEREAS, aggregation of properties supports the Village Council and CRA's vision for a pedestrian-oriented mixed-use community and improves the value of individual parcels; and

WHEREAS, the proposed Letter of Intent for the Cooperative Pursuit of a Village Town Center helps bring property owners together for the purpose of finding a common developer to make negotiations easier.

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

Section 1. The Village Manager or his designee is hereby authorized to execute Letters of Intent for the Cooperative Pursuit of a Village Town Center ("LOI") with property owners in the South Village area who express an interest in joining an assemblage to collectively seek a purchase offer for all parcels in the area.

Section 2. 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 the vote, the vote was as follows:

Aye	Nay	Absent
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BEV SMITH, MAYOR

KIM SCHMITZ, VICE MAYOR

GARY READY, MAYOR PRO TEM

JOHNNIE TIECHE, COUNCIL MEMBER

PATTI WALLER, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of JANUARY 15, 2026.

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

LETTER OF INTENT FOR THE COOPERATIVE PURSUIT OF A VILLAGE TOWN CENTER

This Letter of Intent (“LOI”) is entered into as of _____ (“Effective Date”), between the **Village of Palm Springs**, Florida, a municipal corporation, having offices at 226 Cypress Lane, Palm Springs, FL 33461 (“**Village**”), the **Palm Springs Community Redevelopment Agency**, an entity created pursuant to Chapter 163, Florida Statutes, having offices at 226 Cypress Lane, Palm Springs, FL 33461 (“**CRA**”), and _____ having a principal address of _____, Palm Springs, FL 33461 (“**Owner**”). Village, CRA, and Owner are collectively referred to as the “**Parties**” and individually as a “**Party**”.

The purpose of this LOI is to set forth certain binding and non-binding provisions pertaining to the Parties’ desire to leverage their combined efforts to create a Village Town Center through a beneficial engagement with a top-tier developer for the purchase of the Owner’s property (as defined below) and utilization of the Village’s and CRA’s Incentives (as defined below) in conjunction with other similarly situated property owners towards the end goal of redeveloping the Village’s Urban Village Overlay area and CRA’s Community Redevelopment Areas with sustainable mixed-use oriented projects. By working together, and not separately, the Village, CRA, and the Owner can achieve their dual purposes of maximizing the Owner’s property value and the Village and CRA obtaining in relatively short-order a dedicated Town Center.

PART I

The following Paragraphs, A and B reflect the Parties’ current understanding of the efforts described, but are not legally binding and do not impose an enforceable obligation on either Party except as provided in Part II hereof.

A. The Owner is the owner of the following described real property within the Village of Palm Springs:

Physical Address:

Legal Description:

PCN:

(“Property”).

The Owner is interested in pursuing a development opportunity with the Village, the CRA, and a third party, top tier developer to obtain a beneficial offer for the purchase of the Property.

B. The Village adopted the Urban Village Overlay, which will create additional flexibility in the redevelopment of the Property and similarly situated properties within the Village’s Urban Village Overlay area and the CRA’s Community Redevelopment Areas and which will provide certain incentives to the developer for redevelopment of the Property and similarly situated properties with sustainable mixed-use projects.

C. The Village and the CRA have been engaging with local and regional top-tier developers to spur interest in the redevelopment of the Village’s Urban Village Overlay area and the CRA’s Community Redevelopment Areas into a dedicated Town Center. The Village and the CRA desire to include in such engagements a representation that the Village and the CRA have developed an assemblage of property owners, including but not limited to the Owner, who are eager and willing to work in good faith with a developer to obtain a beneficial purchase offer from the developer for the owners’ property. In turn, the Village and the CRA through the Village’s adopted Urban Village Overlay and the CRA’s Tax Increment financing (“**TIF**”) will offer the developer flexibility and incentives for a sustainable mixed-use project

on the assembled properties to foster the creation of the Village Town Center. It is anticipated that multiple property owners will work with the Village to form a cooperative negotiation front to maximize the developable area and create more value for each property involved on a price per square footage or total acreage basis. The Village and CRA believe individual, smaller property sales will not create the same synergy, added value, or unified redevelopment of the area. The Parties understand that additional discussions and negotiations with respect to finalizing an agreement with a developer (“**Agreement**”) is still needed including, but not limited to, pricing per square foot for the assemblage of property (“**Items to be Finalized**”).

PART II

ARTICLE 1. GOOD FAITH NEGOTIATIONS

Good Faith Negotiations. Subject to applicable federal, state and local laws, the Parties agree to use reasonable best efforts and negotiate in good faith to achieve the completion, execution, and delivery of the **Items to be Finalized** and to finalize and execute the Agreement with a third party developer(s), unless this LOI is earlier terminated pursuant to Paragraph B, Part II, below. The Parties intend this Paragraph A, Part II, commitment to be legally binding, and each of the Parties represent that this LOI and the commitment made in this Paragraph A, Part II, has the full support of the Parties’ necessary approving authorities.

ARTICLE 2. TERMINATION

Termination. This LOI shall terminate on the execution of the Agreement by the Owner or Parties with a third party developer(s).

ARTICLE 3. EFFECT OF THIS LOI

This LOI is fully supported by the approving authorities of the each of the Parties; but does not contain all of the material terms necessary for the Agreement. Rather, the Parties hereby agree that this LOI is intended as a statement of the Parties’ good faith, mutual intent, and understanding as of the date hereof to proceed with the negotiation of the terms necessary or appropriate to finalize the Agreement.

Any transaction which might arise from the activities of the Parties as contemplated by this LOI shall be contingent upon the due authorization, execution, and delivery by the Parties or Party to the Agreement, including without limitation the obtaining by each Party of all approvals and all other authorizing actions required to be taken by each Party under its organizational documents.

ARTICLE 4. COSTS AND EXPENSES

Each Party shall bear its own costs and expenses (including fees of counsel and outside consultants) in connection with the preparation, negotiation and execution of this LOI (whether or not any the Agreement is finalized and executed).

ARTICLE 5. LIMITATION ON LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE OR ANY LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR BUSINESS

INTERRUPTIONS WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT OR STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS LOI; PROVIDED, HOWEVER, THE PARTIES AGREE THAT ACTIONS SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF MAY BE BROUGHT BY EITHER PARTY TO ENFORCE THE BINDING OBLIGATIONS SET FORTH HEREIN.

ARTICLE 6. NO THIRD-PARTY BENEFICIARIES

This LOI is intended for the benefit of the Parties hereto and is not intended to and does not confer any benefit on third parties.

ARTICLE 7. CHOICE OF LAW

This LOI shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida located in West Palm Beach, Florida.

IN ANY LITIGATION ARISING FROM OR RELATED TO THIS LOI, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOI, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS LOI. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LOI.

ARTICLE 8. ASSIGNMENT

No assignment or transfer hereunder shall be made by either Party without the prior written consent of the other Party.

ARTICLE 9. COUNTERPARTS

This LOI may be executed in counterparts, each of which shall have the effect of and be considered as an original of this LOI.

ARTICLE 10. MISCELLANEOUS

As of the date hereof, this LOI constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no other oral understandings, terms or conditions with respect to the subject matter of this LOI, and neither Party has relied upon any representation, express or implied, not contained in this LOI.

If any one or more of the provisions of this LOI should be ruled illegal, wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction under present or future laws, then: (i) the validity and enforceability of all provisions of this LOI not ruled to be invalid or unenforceable shall be unaffected and remain in full force and effect; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held illegal, wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render

them valid and enforceable in conformity with the Parties' intent as manifested herein.

Each Party acknowledges that it has actively participated in the negotiation and preparation of this LOI, and that accordingly this LOI and any uncertainty or ambiguity contained herein shall not be construed against any one Party as drafter. The descriptive headings of this LOI are inserted for convenience only and do not constitute a substantive part of this LOI.

The obligations of the Parties hereunder which by their nature survive the termination of the LOI, shall survive and inure to the benefit of the Parties. Those provisions of the LOI which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of the LOI.

This LOI may be amended only by a writing signed by each Party hereto. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this LOI, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

This LOI sets forth the mutual understandings and intentions relating to the Project as set forth herein and shall not become effective until reviewed and approved by the Village Manager of the Village of Palm Springs, Florida.

Remainder of this page intentionally left blank – signature page follows.

IN WITNESS WHEREOF, the parties hereto have made and executed this Letter of Intent (Cooperative Pursuit of Village Town Center) as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Michael Bornstein, Village Manager

**PALM SPRINGS COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Kim Glas-Castro, Asst. Executive Director

OWNER:

[Corporate Seal]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2025, by _____, as the _____ [title] of _____, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Owner to the same.

Notary Public Signature
Notary Seal:



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Public Works

ITEM #5: Agreement with RMJ Contractors for the Village Hall 2nd Floor Flex Space Buildout Project

SUMMARY: The development of the second-floor west wing of Village Hall into a multi-functional office space is crucial for supporting the Village's future organizational needs and growth. Currently used as a flex space, this area will be transformed to accommodate additional offices, a conference room, storage, and a copy room. In FY25, the Village engaged WGI, Inc. as architects to design the space and provide permit-ready construction plans. On October 8, the Village advertised the flex space build-out project (ITB 2025B-011) for bid, and on November 14, 2025, received a total of 11 bid proposals.

After review of the proposals received, RMJ Contractors was determined to be the lowest, most responsive, and responsible bidder and is being recommended for award of the contract. Construction is anticipated to begin in February 2026 and will take approximately 5 months to complete. The contract is being awarded at a cost not to exceed \$177,225.00 (which includes a \$15,000 contingency). The FY 2026 budget for this project is \$200,000.

FISCAL IMPACT:

The Agreement for the construction of the Village Hall 2nd Floor Flex Space Buildout is at a cost not to exceed \$177,225.00 (inclusive of \$15,000.00 contingency) and is being funded from Account # General Government - 56200

ATTACHMENTS:

1. VH 2nd Floor Flex Space Office Buildout - Bid Docs
2. ITB 2025B-011 Bid Tabulation Sheet
3. ITB 2025B-011 - RMJ bid submittal
4. 00500 Agreement for RMJ 2nd Floor Buildout 12.30.2025

**Invitation For Bids to Pre-Qualified Contractors
awarded under RFP No. 2025R-004**

**IFB No. MC25-01 - Village Hall 2nd Floor Flex
Space Office Buildout**



**VILLAGE OF PALM SPRINGS
FLORIDA**

**Publish Date:
October 08, 2025**

**Bids Due Date & Time:
November 14, 2025, at 2:00 PM
Local Time**

**Questions Deadline:
October 29, 2025, at 5:00pm**

**Where to Submit Proposals:
www.demandstar.com**

The Village of Palm Springs



Procurement Division
226 Cypress Lane
Palm Springs, FL 33461

INVITATION FOR BID FOR AWARDED PREQUALIFIED CONTRACTORS UNDER RFP NO. 2025R-004 - Village Hall 2nd Floor Flex Space Office Buildout

The Village of Palm Springs, Florida (Village) hereby requests electronic sealed bids for the Village Hall 2nd Floor Flex Space Office Buildout in accordance with the terms, conditions and specifications contained in the Invitation for Bid.

The project consists of furnishing all labor, equipment, and material for the buildout of the Village Hall, second floor flex space. This includes, but is not limited to, obtaining required permitting, all HVAC, plumbing, electrical, framing, drywall, paint, trim, doors, flooring and associated work as detailed in the plans and specifications. The project is located within an active government center therefore consideration must be given for access, noise and dust control throughout the course of the project.

The Village utilizes an electronic online service to notify, distribute, and submittal of its solicitation documents. The full set of the IFB documents will be available beginning Wednesday, October 8, 2025, from www.demandstar.com. Those interested in providing these services are instructed to submit a response electronically via Euna Openbids 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 IFB documents. **Submission must be made through www.demandstar.com on or before the deadline of Friday, November 14, 2025.** 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 IFB documents or the scope of services must be submitted in writing via email to the Procurement Manager at procurement@vpsfl.org.

Mandatory Pre-Bid Meeting– Wednesday, October 15, 2025, at 10:30 am

Village Hall – 226 Cypress Lane, Palm Springs FL 33461

- Please meet in the Lobby and sign in.

Contractors 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 Wednesday, October 29, 2025, at 5:00 pm.

Bid Opening – Friday, November 14, 2025, at 2:30 pm

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

- Registration: (Enter Teams Webinar Meeting link)
- Meeting ID: (Enter Teams Meeting ID)
- Passcode: (Enter Teams Meeting Passcode) 

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 IFB.

The Village of Palm Springs

Pursuant to Section 58-5(c) of the Village's Purchasing Code, this IFB is subject to a "Cone of Silence" as of the advertisement date and time for the solicitation and 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 IFB's selection process. This limits and requires documentation of communication between potential bidders to this IFB, 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: Euna Openbids, Village Website
Publish Date: October 8, 2025



INSTRUCTION TO BIDDERS

1. DEFINED TERMS.

Terms used in these Instruction to Bidders, which are defined in the Standard General Conditions of the Construction Contract (EDCJC C-700, 2013 Edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Owner (on the basis of the Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisements or Invitation for Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS.

2.1 Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Advertisement or Invitation for Bid may be obtained from www.demandstar.com documents are not provided in any other manner.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Documentation from a third party, the onus is on the Bidder to create a Bidding Vendor account.

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

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

3. QUALIFICATIONS OF BIDDERS.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be reasonably specifically requested by Owner or otherwise required in Contract Documents. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Reference is made to Division 1: General Requirements of the Specifications for the identification of:

4.2.1. those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.2. those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents.



4.2.3 Copies of such reports and drawings (referred to above), if not attached to the Specifications or added on the Drawings, will be made available by Owner to any Bidder on request. Those reports and drawings are not a part of the Contract Documents. Bidder may not rely upon the accuracy of the non-technical data, interpretations or opinions contained in those reports and drawings. Bidder may not rely on the completeness of those reports and drawings for the purposes of bidding or construction. Bidder may rely on any technical data contained in those reports and drawings specifically reference in Division 1: General Requirements as technical data that can be relied on.

- 4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or other, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Condition.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in Contract Documents due to differing conditions appear in Paragraphs 5.03 and 5.05 of the General Conditions.
- 4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, be responsible to make or obtain such examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.7 The lands upon which the Work is to be performed, right-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA.

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to procurement@vpsfl.org. Interpretations or clarifications considered necessary by the Owner or Engineer in response to such questions will be issued by Addenda. Questions received after the deadline date listed in the advertisement may not be answered. Only questions answered by formal written Addenda will be binding. **Questions or requests for clarification directed to any member of the Village staff or Engineer may be grounds for rejection of the bid as being irregular. Oral and other interpretations or clarifications will be without legal effect.**



5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY.

6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

6.2 The Bid security of the Successful Bidder will be retained by the Owner until such Bidder has delivered all of the following documents to the Owner:

6.2.1 All required certifications or proof of insurance;

6.2.2 The fully executed Agreement contained in the Contract Documents; and,

6.2.3 The fully executed Public Construction Bond (if required) along with certified copy of the Public Construction Bond as recorded in the Official Records of Palm Beach County, Florida.

Upon the receipt of all the foregoing documents, the Bid security will be returned to the Successful Bidder. The required certifications or proof of insurance and the fully executed Agreement must be delivered by the Successful Bidder within fifteen days after the Successful Bidder's receipt of the Agreement from the Owner. The Public Construction Bond and certified copy of the same must be delivered to the Owner by the Successful Bidder no later than fifteen (15) days after the Owner approves and executes the Agreement contained in the Contract Documents (as previously executed and delivered by the Successful Bidder).

If the Successful Bidder fails to deliver all of the above documentation to the Owner in the timeframes stated above, the Owner may annul the Notice of Award and/or may immediately terminate the Agreement upon written notice to the Successful Bidder, and the Bid security will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the 120th day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME.

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. If Contract Times are left blank in the Bid Form, the time for Substantial Completion and final completion are to be set forth by Bidder in the Bid and will be included in the Agreement. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and final completion within the times designated in the Bid.

8. LIQUIDATED DAMAGES.

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS.

The contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications. A substitute or "or-equal" item of material or equipment may be furnished



or used by Contractor if acceptable to Engineer, applications for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Article 7 of the General Conditions and may be supplemented in Division 1: General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

10.1 If the Bid Form or Specifications require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening (or seven days after request by Owner) submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work 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, person or organization if requested by Owner. Subcontractors shall be required to meet Contractor's liability insurance requirements as established by the General and Supplementary Conditions or be listed as an additional insured on the apparent successful Bidder's policy. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. 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 and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.

10.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM.

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the e-procurement platform.

11.2 All blanks on the Bid Form must be completed in ink or by typewriter.

11.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). All Addenda are part of the Bid documents and each Bidder will be bound by such Addenda, whether or not received by the Bidder. It is the responsibility of each Bidder to verify that he or she has received all Addenda issued before Bids are opened.

11.7 The address and telephone number for communications regarding the Bid must be shown.



12. SUBMISSION OF BIDS.

ELECTRONIC SUBMISSIONS ONLY shall be received by the Village's e-Procurement Bidding System. Any other alternative submissions are not permitted.

Electronic Invitation for Bids for this solicitation shall be received by the Village's e-Procurement bidding system no later than the date listed in the advertisement. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Bidder to have their bids submitted online.

Bidder shall acknowledge receipt of any addenda through the Bidding System by applicable attachment. It is the responsibility of the Bidder to have received all Addenda that are issued. Bidders should check online at www.demandstar.com prior to submitting their Submittal and up until the Bid closing time and date in the event additional addenda is issued.

Participants are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc. For the above reasons, it is recommended that the Proposer allow sufficient time to complete your Submission and to resolve any issues that may arise.

Bidder should contact Euna Openbids support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact Euna Openbids support at support.demandstar@eunasolutions.com

Submission of a Bid implies a full understanding of this IFB. Any misunderstanding of such terms by the Bidder will not relieve the Bidder from performance. All expenses for making SUBMITTAL responses to the Village are to be borne by the Bidder.

This IFB consists of this document along with all exhibits, addendum including all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four 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, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

Bids will be opened publicly as indicated in the Advertisement and/or Invitation for Bid.

14.1 When Bids are opened publicly, they will be read aloud, and the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids. If applicable, the bid will be opened in accordance with sec. 255.018, Florida Statutes.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All bids will remain subject to acceptance for 120 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.



16. AWARD OF CONTRACT.

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make and award the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in 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.

16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, 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.

16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of the Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions (or as requested by Owner after the Bids are received). Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5 If the contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. No bid shall be accepted from, nor will any Contract be awarded to any Bidder who is in arrears to the Owner upon any debt or Contract or who is a defaulter as surety or otherwise upon any obligations to the Owner or who has failed to perform faithfully any previous Contract with the Owner or other party as determined by the Owner.

16.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 120 days after the day of the Bid opening. Intent to Award will be posted and by download at www.demandstar.com and displayed at Village Hall located at 226 Cypress Lane, Palm Springs FL 33461.

16.7 When Bidder is permitted to designate the Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

16.8 PROTEST PROCEDURE. Please see section 58-6 of the Village's Procurement Code for the procedure.

17. CONTRACT SECURITY.

Paragraph 6.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter Contractor shall sign and deliver the required number of counterparts of the



Agreement and attached documents to Owner within the stipulated fifteen (15) days, the Owner may disqualify the Bid, and said Bidder shall not be permitted to contest to the contrary and does waive such right upon submitting a Bid.

19. DISQUALIFICATION OF BIDDER.

19.1 Bidder may be disqualified and its Bid rejected for any of the following:

- a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
- b) Reason to believe that collusion exists among or between Bidders
- c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of other.
- d) Bidder's uncompleted, workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
- e) Lack of responsibility on the part of the Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
- f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.
- g) Substantial evidence of bad character or dishonesty.
- h) Bidder is involved in any current litigation with Owner.
- i) Bidder has defaulted on any contract or is in arrears on any contract.
- j) Incomplete Bid, missing or incomplete requested documentation and information.

20. LICENSES, PERMITS, AND CERTIFICATION.

20.1 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

20.2 A business tax receipt obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the Village of Palm Springs.

20.3 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

21. PREPARATION EXPENSE.

21.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation, presentation or submittal of any Bid.

22. NON-COLLUSION.

22.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).



23. CODE OF ETHICS.

23.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner, Palm Beach County, and/or of the State of Florida with respect to this Bid, such bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner.

24. CONFLICT OF INTEREST.

24.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Bidders must complete the Conflict of Interest Form attached hereto.

25. DRUG FREE WORKPLACE PROGRAMS.

25.1 Preference may 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 Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached Drug Free Workplace form certifying that it is a Drug Free Workplace may be given preference in the award process.

26. LEGAL REQUIREMENTS.

26.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

26.2 Pursuant to section 287.05701, Florida Statutes (2023), the City 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 preference to a vendor based on the vendor's social, political, or ideological interest.

27. PUBLIC ENTITY CRIMES

27.1 By submitting a Bid, each bidder acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

28. 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 Village may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of



this Agreement.

- b. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Village may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals.
- e. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the 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.

29. E-VERIFY

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

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

30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT.

30.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on



the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

31. NON-APPROPRIATIONS.

31.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation for Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

32. FLORIDA PUBLIC RECORDS ACT AND CONTRACT OWNERSHIP

32.1 All material submitted regarding this Bid becomes the property of the Owner. Pursuant to sec. 119.07(1), Fla. Stat., sealed Bids received by the Owner pursuant to a competitive solicitation are subject to disclosure when the Owner provides notice of an intended decision or until thirty (30) after opening of the Bids, which is earlier. If the Owner rejects all bids submitted in response to a competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., until such time as the Owner provided notice of an intended decision concerning the reissued competitive solicitation or until the Owner withdraws the reissued competitive solicitation. A bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the Owner. Bidder should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the Owner. The Owner has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

32.2 Contractor shall comply with Florida's Public Records Laws, and, if applicable, specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and 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.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

33. COMPLIANCE WITH SECTION 787.06.

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

34. LOCAL BUSINESS PREFERENCE

Section 58-8 of the Village's Code of Ordinance shall govern the application of a Local Business preference for this IFB. Documentation to support a Bidder as a Local Business must be submitted with a bid in response to the IFB. Documentation submitted after the proposal deadline will be rejected.

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.

35. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the Village, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with Village representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the Village without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the Village if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Village that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the Village in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this IFB, either before or after issuance of an award, shall be without any liability or obligation on the part of the Village, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

36. OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer 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.

Remainder of page left blank intentionally.



SCOPE OF WORK/SERVICES

SCOPE OF WORK/SERVICES TO BE PERFORMED:

- A. Furnish all Labor, material, equipment and subcontractors for the buildout of the flex space inclusive of all HVAC, plumbing, electrical, framing, drywall, paint, trim, doors, flooring and associated work as detailed in the plans and specifications.
- B. The Contractor will also be responsible for the quality of all work performed by any and all employees and sub-contractors. The Contractor's responsibilities may include advising Village staff, securing the property/project site, obtaining necessary construction permits, providing temporary utilities on site, managing personnel on site, disposing or recycling of construction waste, monitoring schedules, and maintaining accurate records.
- C. Before any work is performed, the Contractor shall obtain all the permits necessary as applicable from the appropriate Village, state, or county agencies. When the work is completed the Contractor shall obtain final release or clearance as applicable from the appropriate agencies.

POTENTIAL SUBCONTRACTOR/SUPPLIER REQUIREMENTS:

- A. The Contractor shall be the primary service providers. Contractor may be permitted to subcontract portions of the work to competent sub-contractors. The percentage of the Work that the Contractor may subcontract will be identified per solicitation. The sub-contractors are the responsibility of the Contractor and not the Village. All sub-contractors performing work for the Village shall be duly licensed prior to the commencement of any work during the contract period. Successful bidder shall be fully responsible to the Village for acts and omissions of the sub- contractors and persons employed by them, as they are for acts and omissions of persons directly employed by Contractor.
- B. Any work or service to be performed by a sub-contractor must have the prior approval of the Village Project representative. The Village reserves the right to approve, disapprove, or dismiss any sub- contractors. Rejection of any sub-contractor shall not entitle the successful bidder to adjust bid prices.
- C. The Contractor shall inform the Village's Project representative prior to scheduling any sub-contractor's visit to any Village facility. Failure by the successful Contractor to have a sub-contractor approved by the Village will not relieve the Contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this solicitation and subsequent solicitations.
- D. Nothing contained in this solicitation and any subsequent solicitation, agreement, or task order shall be construed to create any contractual relationships between any sub-contractor and the Village.



BID PACKAGE COVER SHEET

Project Title: IFB NO. MC25-01 Village Hall 2nd Floor Flex Space Office Buildout

Bidder Name:

Enclose the following documents:

1.	Bid Package Cover Sheet
2.	Bid Form
3.	Bid Bond, Completed with Power of Attorney
4.	Tabulation of Subcontractors and Supplies – If none, mark “NONE”
5.	Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ELECTRONIC COPY via www.demandstar.com.

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



BID FORM

BID RECIPIENT:

This bid is submitted (via Euna Openbids) to:

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

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.

BIDDER'S ACKNOWLEDGEMENTS:

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.

BIDDER'S REPRESENTATIONS:

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Not used.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding



paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER'S CERTIFICATION:

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 D:
 - i. **"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;
 - ii. **"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;
 - iii. **"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
 - iv. **"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.



BASIS OF BID:

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

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	BID UNIT PRICE	BID PRICE
	GENERAL CONDITIONS				
GC-1	MOBILIZATION	LS	1		
GC-2	BONDS AND INSURANCE	LS	1		
GC-3	PERMITTING (3% CONSTRUCTION COSTS)	LS	1		
GC-4	PROTECTION OF EXISTING VILLAGE HALL FACILITY DURING CONSTRUCTION	LS	1		
	BUILDING				
B-1	SELECTIVE DEMOLITION PER PLAN	LS	1		
B-2	FRAMING PER PLAN	LS	1		
B-3	HVAC SYSTEM PER PLAN	LS	1		
B-4	ELECTRICAL SYSTEM AND FIXTURES PER PLAN	LS	1		
B-5	FIRE SPRINKLER SYSTEM PER PLAN	LS	1		
B-6	RE-ROUTE PLUMBING LINE AND VENT PER PLAN	LS	1		
B-7	COMMUNICATIONS CONDUIT PER PLAN	LS	1		
B-8	DRYWALL PER PLAN	LS	1		
B-9	FLOORING PER PLAN	LS	1		
B-10	INTERIOR DOORS W/ TRIM	LS	1		
B-11	BASEBOARDS	LS	1		
B-12	CEILING PER PLAN	LS	1		
B-13	PAINT	LS	1		
	CONTINGENCY				
A-1	UNFORESEEN CONTINGENCY ALLOWANCE	LS	1	15,000	15,000.00
BID TOTAL				\$	

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

Total of Unit Price Bids = Total Bid Price

\$ _____



TIME OF COMPLETION:

Bidder agrees that the Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in the General Conditions and will be completed and ready for final payment in accordance with the General Conditions within **150** calendar days after the date of Substantial Completion.

LIQUIDATED DAMAGES:

Bidder accepts the provisions of the Agreement as to liquidated damages.

ATTACHMENTS TO THIS BID:

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;

DEFINED TERMS:

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.

BID SUMITTAL:

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: _____

Contact Name: _____

Telephone Number: _____

E-mail Address: _____

Bidder's License No.: _____

(where applicable)

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

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: (ENTER DATE)

Description: (ENTER PROJECT NAME)

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)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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



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.

Subcontractors or Supplier and Address	Class of Work or Material
1. _____ _____	_____
2. _____ _____	_____
3. _____ _____	_____
4. _____ _____	_____
5. _____ _____	_____
6. _____ _____	_____
7. _____ _____	_____

BIDDER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. 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

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (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

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

- SC-1.01.** Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

- SC-2.01** Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- SC-2.01** Delete Paragraphs 2.01 C. in its entirety.

SC-2.03 Before Starting Construction

- SC-2.03** Amend the second sentence of Paragraph 2.03.A to read as follows:

At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review

ARTICLE 4 – PRELIMINARY MATTERS

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:

- A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 Availability of Lands

SC-5.01 Add the following to the end of paragraph 5.01.C:

Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.06 Delete Paragraph 5.06 I. in its entirety.

SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)” to “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)”

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:

- B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a
corporate bonding company

licensed to transact such business in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute nonresponsiveness 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)
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.



IFB No. 2025B-011
Village Hall 2nd Floor Flex Space Office Buildout
Virtual E-Bid Submittal Deadline - November 14, 2025 at 2:00 p.m.
Virtual E-Bid Opening - November 14, 2025 at 2:30 p.m.

Staff Present: Sylvia Ward, Procurement Manager
Jane Worth, Village Deputy Clerk
Felipe Lofaso - Public Works Director

Meeting Start: 2:30pm

Name	Phone	Address	Lump Sum
Arkest LLC	904-355-9001	50 N LAURA ST SUITE 2500, Jacksonville, Florida 32202	\$ 284,405.98
East Coast Construction Group, Inc.	561-239-3074	1020 Holland Drive Suite 1139, Boca Raton, Florida 33487	\$ 263,436.00
Khan Builders, Inc	754-215-9650	11240 SW 20th Street , MIRAMAR, Florida 33025	Incomplete
Set Up Project Management LLC	305-725-2854	2950 Glades Cir Unit 9 , Fort Lauderdale, Florida 33327	\$ 283,574.46
Waypoint Contracting, Inc	786-608-1406	7925 NW 12th St Suite 321, Miami, Florida 33126	\$ 241,460.00
Lassco Development Inc	305-396-9020	3471 NW 55TH ST , Fort Lauderdale, Florida 33309	\$ 251,159.60
LaPorta Contracting	954-604-4602	2821 E Commercial Blvd Ste 219 , Fort Lauderdale, Florida 33308	\$ 233,267.61
Vittorium Design Corp	954-689-2627	7900 Nova Drive 208, Davie, Florida 33324	\$ 503,826.00
Finbar Property Services	786-229-8730	12591 SW 134th Court Suite 104, Miami, Florida 33186	Incomplete
RMJ MAINTENANCE CORP	561-506-0555	17715 Bridle Ct , Jupiter, Florida 33478	\$ 177,225.00
Mueller Construction Company	561-222-6408	1557 Cypress Drive Unit #5, Jupiter, Florida 33469	\$ 254,145.00



BID PACKAGE COVER SHEET

Project Title: ITB NO. 2025B-011 – Village Hall 2nd Floor Flex Space Office Buildout

Bidder Name: RMJ CONTRACTORS INC

Enclose the following documents:

1.	Bid Package Cover Sheet
2.	Bid Form
3.	Bid Bond, Completed with Power of Attorney
4.	Tabulation of Subcontractors and Supplies – If none, mark “NONE”
5.	Florida Trench Safety Act Certification – If Applicable
6.	Qualification Statement
7.	Reference Form
8.	Certification of Business Location
9.	Public Entity Crimes Statement
10.	Scrutinized Companies
11.	Truth-In Negotiation Certificate
12.	Vendor Conflict of Interest Disclosure Statement
13.	Affidavit for Employment Eligibility Verification Form
14.	Affidavit of Compliance with Anti-Human Trafficking Form
15.	Non-Collusion Affidavit
16.	Anti-Kickback Affidavit
17.	Drug Free Workplace Certificate
18.	Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ELECTRONIC COPY via www.demandstar.com.

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



BID FORM

BID RECIPIENT:

This bid is submitted (via Euna Openbids) to:

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

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.

BIDDER'S ACKNOWLEDGEMENTS:

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.

BIDDER'S REPRESENTATIONS:

In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>10/24/2025</u>
<u>2</u>	<u>10/30/2025</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Not used.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding



paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER'S CERTIFICATION:

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 D:
 - i. "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;
 - ii. "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;
 - iii. "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
 - iv. "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.



BASIS OF BID:

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

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	BID UNIT PRICE	BID PRICE
	GENERAL CONDITIONS				
GC-1	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00
GC-2	BONDS AND INSURANCE	LS	1	\$1,000.00	\$1,000.00
GC-3	PERMITTING (3% CONSTRUCTION COSTS)	LS	1	\$4,725.00	\$4,725.00
GC-4	PROTECTION OF EXISTING VILLAGE HALL FACILITY DURING CONSTRUCTION	LS	1	\$3,000.00	\$3,000.00
	BUILDING				
B-1	SELECTIVE DEMOLITION PER PLAN	LS	1	\$6,000.00	\$6,000.00
B-2	FRAMING PER PLAN	LS	1	\$15,000.00	\$15,000.00
B-3	HVAC SYSTEM PER PLAN	LS	1	\$12,000.00	\$12,000.00
B-4	ELECTRICAL SYSTEM AND FIXTURES PER PLAN	LS	1	\$20,000.00	\$20,000.00
B-5	FIRE SPRINKLER SYSTEM PER PLAN	LS	1	\$15,000.00	\$15,000.00
B-6	RE-ROUTE PLUMBING LINE AND VENT PER PLAN	LS	1	\$7,500.00	\$7,500.00
B-7	COMMUNICATIONS CONDUIT PER PLAN	LS	1	\$5,000.00	\$5,000.00
B-8	DRYWALL PER PLAN	LS	1	\$12,000.00	\$12,000.00
B-9	FLOORING PER PLAN	LS	1	\$15,000.00	\$15,000.00
B-10	INTERIOR DOORS W/ TRIM	LS	1	\$12,000.00	\$12,000.00
B-11	BASEBOARDS	LS	1	\$2,000.00	\$2,000.00
B-12	CEILING PER PLAN	LS	1	\$12,000.00	\$12,000.00
B-13	PAINT	LS	1	\$10,000.00	\$10,000.00
	CONTINGENCY				
A-1	UNFORESEEN CONTINGENCY ALLOWANCE	LS	1	15,000	15,000.00
BID TOTAL				\$ 177,225.00	

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

Total of Unit Price Bids = Total Bid Price

\$ 177,225.00



TIME OF COMPLETION:

Bidder agrees that the Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in the General Conditions, and will be completed and ready for final payment in accordance with the General Conditions within **150** calendar days after the date of Substantial Completion.

LIQUIDATED DAMAGES:

Bidder accepts the provisions of the Agreement as to liquidated damages.

ATTACHMENTS TO THIS BID:

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.: CBC1267120 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. H. Documentation per Section – Bid Package Cover Sheet.

DEFINED TERMS:

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.

BID SUMITTAL:

BIDDER (Indicate correct name of bidding entity):

RMJ CONTRACTORS INC

By (Signature):

A handwritten signature in black ink, appearing to read "Julio Oliveros", written over a horizontal line.

Printed Name:

JULIO OLIVEROS

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

Attest (Signature):

A handwritten signature in black ink, appearing to read "Ricardo Oliveros", written over a horizontal line.

Printed Name:

RICARDO OLIVEROS

Title:

SECRETARY

Submittal Date:

11/14/2025

Address for giving notices:

17715 BRIDLE CT. JUPITER FL 33470

Contact Name:

JULIO OLIVEROS

Telephone Number:

(561)506-0555

E-mail Address:

JULIO@RMJFL.COM



Bidder's License No.: CBC1267120
(where applicable)

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

Remainder of page left blank intentionally

BID BOND

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

BIDDER (Name and Address): **RMJ Maintenance Corp**
17715 Bridle Ct
Jupiter, FL 33478

SURETY (Name, and Address of Principal Place of Business): **Merchants National Bonding, Inc.**
P.O. BOX 14498,
Des Moines, IA 50306 - 3498

OWNER (Name and Address):
Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

BID

Bid Due Date: **November 14, 2025**
Description: **Village Hall 2nd Floor Flex Space Office Buildout**

BOND

Bond Number: **N/A**
Date: **November 5, 2025**
Penal sum **Five Percent of the Total Bid Amount** \$ **5%**
(Words) (Figures)

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

BIDDER

RMJ Maintenance Corp (Seal)

Bidder's Name and Corporate Seal

By: _____
Signature

[Signature]

Print Name

[Signature]

Title

Attest: _____
Signature

[Signature]

Secretary

Title

SURETY

Merchants National Bonding, Inc. (Seal)

Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

[Signature]

Damaris Martinez

Print Name

Attorney-In-Fact

Title

Attest: _____
Signature

[Signature]

Barri Williams, Bond Assistant

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.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Audrianna Martinez; Barry Page; Bonnie Robbins; Bruce E Johnson; Damaris Martinez; Don Poag; Jeffrey Lagos; Michael B Schwartz; Rose Vittiglio; Shawnda A Marshall; William Strong

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January, 2024.



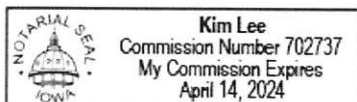
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of November, 2025.



William Warner Jr.
Secretary



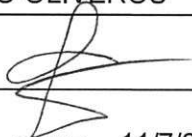
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

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.

Subcontractors or Supplier and Address	Class of Work or Material
1. NONE	
2.	
3.	
4.	
5.	
6.	
7.	

BIDDER (firm name): RMJ CONTRACTORS INC

PRINT NAME OF AUTHORIZED REPRESENTATIVE: JULIO OLIVEROS

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: PRESIDENT DATE: 11/7/2025



QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted by:

Name: RMJ CONTRACTORS INC
Address: 17715 BRIDLE CT.
City, State, Zip: JUPITER FL 33478
Telephone Number: (561)506-0555
Email Address: JULIO@RMJFL.COM

Check One:

Corporation ☒ x
Partnership ☐
Individual ☐
Other ☐

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

RMJ CONTRACTORS INC

The address of the principal place of business is:

17715 BRIDLE CT.

JUPITER FL 33478

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation:

10/08/2018

b. State of Incorporation:

FLORIDA

c. President's name:

JULIO OLIVEROS

d. Vice President's name:

e. Secretary's name:

RICARDO OLIVEROS

f. Treasurer's name:

g. Name and address of Resident Agent:

RICARDO OLIVEROS, 4695 CITRON WAY, WESTLAKE FL 33470

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:



c. State whether general or limited partnership:

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

7

7. Under what other former names has your organization operated?

RMJ MAINTENANCE CORP

8. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this ITB. Please attach certificate of competency and/or state registration.

CBC1267120

9. Did you attend the Pre-Proposal Conference if any such conference was held? YES ☒ NO ☐

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)



11. List of pertinent experience

Julio Oliveros, President and Owner,

Over 10 years of experience in the construction industry, Mr. Oliveros is the founder of RMJ Contractors Inc. He personally oversees all projects and has secured contracts and won open competitive bids with many local cities including Village of Palm Springs, City of Greenacres, City of Lake Worth Beach, City of Boynton Beach, Town of Palm Beach, City of Coconut Creek, Town of Palm Beach Shores and Village of Tequesta among others.

Ricardo Oliveros, Secretary,

Mr. Oliveros has over 8 years of experience in the construction industry and is a Certified Builder Contractor with the state of Florida, License number CBC1267120. Mr. Oliveros is also a Certified Public Accountant with CPA license AC61367. Mr. Oliveros, manages the finances of the company and assists with the supervision of the projects.

Ramon Antunez, Foreman,

Mr. Antunez is carpenter by trade with over 25 years of experience. Mr. Antunez is highly qualified supervisor with experience in many trades including but not limited to carpentry, framing, drywall, flooring, painting and roofing.



See attachment

12. State the name of the individual who will have personal supervision of the work:

JULIO OLIVEROS

13. State the name and address of attorney, if any, for the business of the Proposer:

N/A

14. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

JULIO OLIVEROS, 17715 BRIDLE CT. JUPITER FL 33478

15. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

N/A

16. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

MERCHANTS NATIONAL BONDING, INC

DAMARIA MARTINEZ, BOND ACCOUNT MANAGER

INSURANCE OFFICE OF AMERICA, 1855 W. STATE ROAD 434, LONGWOOD FL 32750

17. Is the financial statement submitted with your proposal (if applicable) for the identical organization name for Question #1?

a. YES ☐ NO ☐ N/A

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
-

19. Is the Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.

NO



20. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	5
b.	Non-Governmental Related Work	4
	Total Work (a +b):	9

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

21. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1

Bank	Address	Telephone
Chase Bank	202 Lake Ave. Lake Worth FL 33460	(561)642-5818
Noemi Davis		

22. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

See attachment

23. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

See attachment



22. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

1. Project Monitoring Policies

- **Regular Progress Tracking:** Site supervisors document daily progress through reports, photos, and logs. Weekly summary reports are compiled for management review.
- **Performance Benchmarks:** Each project is measured against approved baselines (scope, cost, and time). Key performance indicators (KPIs) such as cost variance (CV), schedule variance (SV), and productivity rates are tracked.
- **Quality Assurance Checks:** Periodic inspections are enforced to ensure compliance with design specifications, safety standards, and regulatory requirements.
- **Transparent Communication:** An open line of communication is always available to the client to address any issues that might arise.

2. Budgeting Control Methods

- **Cost Approval:** No work begins until quotes are formally approved and allocated, creating a clear expectation of costs.
- **Change Control Process:** Any design or scope changes must be evaluated for cost impact, documented, and approved before execution.
- **Subcontractor Oversight:** Subcontractors are closely monitored and supervised to make sure cost are controlled and the work performed is up to standards. Payments are tied to verified progress milestones.

3. Schedule Adherence Methods

- **Milestone-Based Tracking:** Key milestones (foundation, superstructure, MEP works, finishing, handover) are tracked against planned dates.

- **Daily & Weekly Coordination:** Foremen and subcontractors hold daily briefings; management holds weekly coordination meetings to address bottlenecks.
- **Look-Ahead Schedules:** Two- to four-week look-ahead schedules are updated continuously to align manpower, materials, and equipment with upcoming tasks.
- **Delay Mitigation Plans:** If slippage is detected, recovery strategies such as re-sequencing tasks, adding shifts, or mobilizing additional resources are applied.
- **Resource Allocation Monitoring:** Labor, equipment, and materials are closely tracked to ensure availability aligns with the work program.

23. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

1. Quality Management System (QMS)

- We define roles and responsibilities for ensuring quality across all project stages.

2. Pre-Construction Planning

- Review of design documents, specifications, and client requirements.
- Vendor and subcontractor prequalification to ensure compliance with standards.

3. Training & Competence

- Workers and supervisors receive training on quality standards, inspection procedures, and workmanship requirements.

4. Document & Process Control

- Controlled distribution of approved drawings, specifications, and work instructions.
- Strict version control to prevent errors from outdated documents.

Our quality control is reactive inspection and testing process that ensures completed work meets defined standards.

1. Incoming Materials Inspection

- Verification of material certificates, supplier documentation, and compliance with project specifications.

2. In-Process Inspections

- Foreman and managers monitor workmanship during execution.
- Use of checklists for structural works, MEP installations, and finishing works.
- Verification of alignment, dimensions, and tolerances against design drawings.

3. Hold Points & Approvals

- Critical activities (concrete pouring, waterproofing, fireproofing, etc.) cannot proceed without prior inspection and approval.

4. Defect Management

- Non-Conformance Reports (NCRs) raised for deviations.
- Root-cause analysis and corrective action plans implemented.
- Snagging and punch lists compiled before handover.

5. Final Acceptance & Handover

- Comprehensive inspections with the client/consultant before completion.



24. What will be your turnaround time for written responses to Village inquiries?

3 days

25. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

NONE

26. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

NONE

27. List and describe all criminal proceedings or hearings concerning business related offenses to which the Proposer, its principals or officers or predecessors' organization(s) were defendants.

NONE

28. Has the Proposer, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

29. Construction Experience:

- a. Current Experience: List on Schedule A all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).
- b. Previous Experience: List on Schedule B all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

30. Equipment:

31. Safety Program: Name of Contractor's Safety Officer:

RICARDO OLIVEROS

Include the following 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):

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

YEAR	_____	EMR	_____
YEAR	<u>NONE</u>	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	_____

The Proposer acknowledges and understands that the information contained in response to this



Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

The Proposer also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the VILLAGE and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

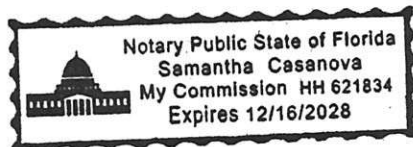
(Signed) _____

(Title) PRESIDENT

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2025, by Julia Oliveros, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 7th day of November, 2025



S. Casanova
Notary Public (Signature)

My Commission Expires: 12/16/2028

[illegible]

Project Name	Owner Contact Person	Schedule A			Type of Work	Status	Cost of Work
		Design Engineer	Contract Date				
Palm Spring PD Flooring	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	11/3/2025		Removal and installation of new flooring	In-Progress	36,100.00
Installation of 145 Light post	Name: Fonroche Lighting Address: 2224 SE Loop 820 Fort Worth TX 76140 Telephone: (781)858-7234	N/A	10/15/2025		Installation of 145 light post in Tuxedo NY	In-Progress	188,500.00



SCHEDULE B

[illegible]

JOB LISTS

Project Name	Owner Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Installation of 358 Light post	Name: Fonroche Lighting Address: 2224 SE Loop 820 Fort Worth TX 76140 Telephone: (781)858-7234	N/A	10/15/2025	Installation of 358 light post for the City of Rowlett, TX	Completed	429,600.00
Bathroom remodels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	10/2/2025	Tile installation in 8 bathrooms (4 Male, 4 Female) in the comfort stations around the golf course	Completed	28,800.00
Exterior Front Door replacement	Name: Joe Hamilton Address: 133 Ocean Cove Dr Jupiter FL	N/A	9/19/2025	Removal and replacement of exterior front door	Completed	4,304.00
Pavers work	Name: City of Greenacres Address: 5750 Melaleuca Ln Greenacres FL 33463 Contact: Aileen Hernandez Telephone: (561)642-2071	N/A	9/5/2025	Grade, compact and install pavers around picket ball courts at Freedom park. Estimated 155 Sqft. Includes a 20'x5' and a 31' x 5' areas	Completed	5,124.00
Installation of 17 Light post	Name: Fonroche Lighting Address: 2224 SE Loop 820 Fort Worth TX 76140 Telephone: (781)858-7234	N/A	9/4/2025	Installation of 17 light post for the City of Palmetto	Completed	23,800.00
Flagpole installation	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	9/2/2025	Installation of one 30ft Hurricane Series Commercial Flagpole - External Halyard - Rated at 150+ mph	Completed	8,300.00
Emergency roof leak repair	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	8/28/2025	Painting of metal roof in the Village Hall Park. Including removal of existing paint and roof and IT building	Completed	6,800.00
Gutter Install	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	8/21/2025	Replacement of approx. 320 Lf of 8" white super gutters	Completed	14,600.00
Office Remodel	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	8/15/2025	Office drywall patching, outlet covers, removal of existing double wall.	Completed	5,600.00
Installation of 5 Light post	Name: Fonroche Lighting Address: 2224 SE Loop 820 Fort Worth TX 76140 Telephone: (781)858-7234	N/A	8/12/2025	Installation of 5 light post in Kennedale TX	Completed	9,000.00
Property renovations	Name: Holy Trinity Properties Address: 120 Miramar Way West Palm Beach FL 33405	N/A	8/12/2025	Interior and exterior paint, pressure wash and paint pool deck, sealcoat driveway and misc repairs	Completed	21,850.00

Building paint	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/18/2025	Prep, pressure wash, prime and paint soffit around the whole building. Repair small rust patches around soffit area	Completed	26,300.00
Insulation foam installation	Name: Town of Palm Beach Address: 951 Okeechobee Rd West Palm Beach FL 33401	N/A	7/18/2025	Insulation foam installation under the flagler bridge for prepping for the installation of DOT railing	Completed	19,000.00
Railing Installation	Name: Town of Palm Beach Address: 951 Okeechobee Rd West Palm Beach FL 33401	N/A	7/18/2025	Town of Palm Beach Flagler Bridge Railing with DOT models	Completed	62,200.00
Flooring replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/8/2025	Removal of carpet, floor prepping and installation of glue down vinyl flooring.	Completed	14,750.00
Public works kitchen remodel	Name: City of Greenacres Address: 5750 Melaleuca Ln Greenacres FL 33463 Contact: Aileen Hernandez Telephone: (561)642-2071	N/A	6/23/2025	Remove and dispose existing kitchen cabinets. Repair and paint wall behind removed cabinets. Add 2 additional electrical outlets. Replace with new cabinets	Completed	11,500.00
Asphalt Work	Name: City of Greenacres Address: 5750 Melaleuca Ln Greenacres FL 33463 Contact: Aileen Hernandez Telephone: (561)642-2071	N/A	6/18/2025	Remove and replace asphalt parking area (Aprox 800 sqft). Includes, sawcut, demo and removal of existing asphalt	Completed	16,750.00
Bathroom re-tiling	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/18/2025	Demo of existing tile in 2 bathrooms and common area between the bathrooms and Installation of new tile including a baseboard on both bathrooms	Completed	7,300.00
Flooring replacement	Name: City of Greenacres Address: 5750 Melaleuca Ln Greenacres FL 33463 Contact: Aileen Hernandez Telephone: (561)642-2071	N/A	6/18/2025	Installations of glue down vinyl flooring on top of existing flooring 1,600 Sqft	Completed	17,514.00
Installation of 2 Light post	Name: Fonroche Lighting Address: 2224 SE Loop 820 Fort Worth TX 76140 Telephone: (781)858-7234	N/A	6/15/2025	Installation of 2 light posts in Ft Lauderdale FL	Completed	3,600.00
Sliding glass door replacement	Name: Joe Hamilton Address: 133 Ocean Cove Dr Jupiter FL	N/A	6/5/2025	Removal and replacement of 4 sliding glass doors		17,401.16
Flooring	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/3/2025	Glue down vinyl installation in the HR floor and additional repair spots (Approx 400 Sqft)	Completed	4,584.00
Stucco Repair	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/30/2025	Stucco/ concrete repair of broken corner and balcony attached to it up to the stairs	Completed	3,800.00

Office Remodel	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	5/29/2025	Prep, patch, prime & paint all interior walls; Removal of existing carpet, prep floors, installation of glue down vinyl and baseboard; Demo existing wall	Completed	75,240.00
Exterior Paint	Name: City of Boynton Beach Address: 100 East Ocean Ave Boynton Beach FL 33425 Contact: Jose Murray Telephone: (561)742-6216	N/A	5/27/2025	Paint all building exterior of the Intercoastal Park Boynton Beach	Completed	57,200.00
Installation of 4 Light post	Name: Fonroche Lighting Address: 2224 SE Loop 820 Fort Worth TX 76140 Telephone: (781)858-7234	N/A	5/21/2025	Installation of 4 light posts in Eustis FL	Completed	4,800.00
Interior Paint	Name: City of Boynton Beach Address: 100 East Ocean Ave Boynton Beach FL 33425 Contact: Jose Murray Telephone: (561)742-6216	N/A	5/5/2025	Paint all interior walls and trims of the Arts & Cultural Center of Boynton Beach	Completed	74,500.00
Installation of 27 Light post	Name: Fonroche Lighting Address: 2224 SE Loop 820 Fort Worth TX 76140 Telephone: (781)858-7234	N/A	5/5/2025	Installation of 27 light posts in Beachwood OH	Completed	43,091.61
Epoxy Bathrooms	Name: City of Boynton Beach Address: 100 East Ocean Ave Boynton Beach FL 33425 Contact: Jose Murray Telephone: (561)742-6216	N/A	4/9/2025	Intracoastal Park Epoxy Restroom Floors	Completed	9,600.00
Asphalt Work	Name: City of Greenacres Address: 5750 Melaleuca Ln Greenacres FL 33463 Contact: Aileen Hernandez Telephone: (561)642-2071	N/A	4/9/2025	Remove and replace asphalt parking area (Aprox 1700 sqft). Includes, sawcut, demo and removal of existing asphalt; regrade to ADA standards	Completed	24,700.00
Carpet Replacement	Name: City of Greenacres Address: 5750 Melaleuca Ln Greenacres FL 33463 Contact: Aileen Hernandez Telephone: (561)642-2071	N/A	4/6/2025	Remove and dispose approx. 3200 Sqft of carpet and replace with carpet tile in the commissioner chamber	Completed	36,100.00
Village Hall Park Exterior Roof Metal Coating Project	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	4/3/2025	Painting of metal roof in the Village Hall Park. Including removal of existing paint and roof	Completed	113,500.00
Village Hall Park Exterior Roof Metal Coating Project 2	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	4/3/2025	Painting of metal roof in the Village Hall Park	Completed	14,000.00
Foam insulation	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	4/3/2025	Installation of spray foam insulation (Approx. 4,147 Sqft) in the 2nd Ave building	Completed	11,611.60
Flooring installation	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/1/2025	Installation of 3,000 sqft of glue down vinyl flooring at 1880 2nd Ave N	Completed	25,625.00

Installation of 9 Light post	Name: City of Greenacres Address: 5750 Melaleuca Ln Greenacres FL 33463 Contact: Aileen Hernandez Telephone: (561)642-2071	N/A	3/20/2025	Installation of 9 solar light posts with single heads based on photometrics provided. All installed with direct burial	Completed	115,945.00
Exterior Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	3/14/2025	Remove and replace 2 existing single doors and Remove and replace 1 existing double doors	Completed	17,800.00
Installation of 1 Light post	Name: Fonroche Lighting Address: 2224 SE Loop 820 Fort Worth TX 76140 Telephone: (781)858-7234	N/A	3/14/2025	Installation of 1 light post in Hardee County and training local personnel to for further installations	Completed	1,700.00
Roofing work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	2/24/2025	Re-roof of lighting protection station at Golf course	Completed	6,500.00
Sidewalk Repair	Name: Village of Tequesta Address: 345 Tequesta Dr Tequesta, FL 33469	N/A	2/4/2025	Sidewalk repair at 100 Intracoastal PI (8' x 15')	Completed	3,900.00
Fencing Work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	2/3/2025	Remove and install 22'x 6' x 2" 9ga color black	Completed	1,850.00
Flooring removal and install	Name: City Of Greenacres Address: 5750 Melaleuca Ln Greenacres, FL 33463	N/A	1/30/2025	Removal of flooring in 2 rooms and installation of glue-down vinyl flooring in 3 rooms. Painting in 3 rooms and installation of wall panels in 3 rooms	Completed	38,100.00
Flooring removal and install	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	1/22/2025	Removal of plank flooring, removal of base carpet, floor prepping and installation of glue down vinyl flooring	Completed	38,068.50
Roof Repair	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	1/15/2025	Metal roof repair to prevent water intrusion	Completed	13,900.00
Pavers work	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	1/8/2025	Driveways paver repairs	Completed	3,925.00
Wall Build-out	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	12/30/2024	Complete wall build out to extend to 6" from the ceiling, adding a 3 x 2 plexiglass opening on the west wall	Completed	4,200.00
Pavers work	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	12/8/2024	Driveways paver repairs	Completed	7,505.00

Suite Build-out	Name: Ncognito Address: 10300 Forest Hill Blvd Wellington FL 33414	N/A	10/31/2024	Complete suite build out, including bathrooms remodel, framing, drywall, flooring, electical, plumbing , mechanical	Completed	249,250.00
Pavers work	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	10/31/2024	Driveways paver repairs	Completed	10,914.00
Flooring Install	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	10/21/2024	New glue down vinyl flooring installation with glue down vinyl baseboards in a 33 x 12 ft room	Completed	3,700.00
Flooring Install	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	10/21/2024	New glue down vinyl flooring installation 150 sqft	Completed	750.00
Fening Work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	9/16/2024	~Remove and install 40'x 6' x2" 9ga color galvan in Memorial Park	Completed	5,650.00
Fening Work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	9/4/2024	Fencing repair around Howard Park	Completed	4,260.00
Pavers work	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	8/26/2024	New driveways and paver repairs	Completed	18,062.50
Soccer field concrete slab	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	8/19/2024	Soccer field concrete slab. Grade and pour a 4" thick concrete slab. Slab dimension 50' x 78'	Completed	33,900.00
Lakewood Road and Canal Road Solar Lighting Improvements Project	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	8/15/2024	Installation of 32 solar light post	Completed	205,100.00
Pavers work	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	8/15/2024	Pavers driveway	Completed	13,300.00
Epoxy flooring	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	8/7/2024	Epoxy flooring in back door entrance area and stairs	Completed	13,900.00
Watermain Project	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	8/2/2024	Watermain Improvements Project Painting of metal pipes	Completed	7,500.00

Metal roof media blasting	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	7/22/2024	Media blasting fees to blast 1080 sq feet of roofing.	Completed	4,950.00
Fencing work	Name: Daniel Miranda Address: 16760 130th Way North Jupiter FL 33478	N/A	7/17/2024	Installation of 280 ft of pressure treated wood fence ranch style with 2 double gate (4ft) and one single gate (4 ft) with metal frame	Completed	11,200.00
Fencing work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/12/2024	~Remove and install 22'x 6' x 2" 9ga color black	Completed	1,420.00
Plaster Demo	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/3/2024	Demo 25 opening of pre marked ceiling spot of approx. 6' x 3'	Completed	4,500.00
Watermain Project	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	5/29/2024	Watermain Improvements Project Painting of metal pipes	Completed	7,300.00
Roofing repairs	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/28/2024	Roof rapair and replacement of drip edge	Completed	3,900.00
Roofing repairs	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/28/2024	Roofing repairs 3' x 3'	Completed	750.00
Painting concrete wall	Name: Energy Erectors Address: 4601 Davis Rd Lake Worth, FL	N/A	5/21/2024	Concrete wall (Both sides of the wall) painting with two tones Approx. 800 LF each side	Completed	15,000.00
Flooring and baseboards installation	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/20/2024	Installation of 2550 Sqft flooring and baseboards installation	Completed	21,962.00
Fencing work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/14/2024	Remove and install 10' x 6' x 2" 6 ga Color galv. Remove and Install 119" of fence color green 10' x 2" 6 ga	Completed	8,830.00
Metal roof media blasting	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/14/2024	Media blasting fees to blast 1080 sq feet of roofing.	Completed	4,950.00
Fencing work	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/14/2024	Remove and install 86' x 8' x 2" 6ga	Completed	4,300.00

Concrete Slab	Name: Daniel Miranda Address: 16760 130th Way North Jupiter FL 33478	N/A	4/11/2024	Concrete slab with Form 26'x28' pad, 6" thick, with 12"x12" monolithic footer	Completed	19,375.00
Osborne Center improvements project	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	3/27/2024	Demo, door replacement, drywall, flooring, lighting replacement and installation	Completed	272,500.00
Watermain Project	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	3/14/2024	Watermain Improvements Project Painting of metal pipes	Completed	9,300.00
Re-roof	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	2/21/2024	Comfort area reroof of a flat roof	Completed	12,200.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	2/19/2024	Replacement of 3 exterior metal doors	Completed	10,950.00
Pole Painting	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	2/5/2024	Painting of Exterior Metal Poles. 20 ft	Completed	6,500.00
Watermain Project	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	1/24/2024	Watermain Improvements Project Painting of metal pipes	Completed	32,000.00
Concrete Repair	Name: Fountain Square Condominium Association Address: 88 NE 5th Ave Delray Beach FL 33483	N/A	1/4/2024	Concrete Repair	Completed	1,900.00
Roof Repair	Name: Okeechobee children Academy Telephone: (863)261-8052	N/A	12/4/2023	Shingle roof repairs	Completed	800.00
Fence Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	11/29/2023	Removal and disposal of existing fence and installation of new fence	Completed	13,600.00
Paint work	Name: Hal Simons Address: 9698 Vixen Cir. Boynton Beach FL 33436	N/A	11/29/2023	Interior painting of walls, trims and doors including 3 coats of paint	Completed	7,600.00
Cross beam paint	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	11/29/2023	Pressure clean and paint cross beams	Completed	4,800.00

Pavers work	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	10/23/2023	Concrete pour and pavers repair	Completed	13,800.00
Vinyl flooring	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	10/23/2023	Remove, dispose and re-install 400 Sqft of vinyl flooring	Completed	3,950.00
Canopy Welding	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	10/16/2023	Aluminum canopy frame leg welding reinforcement	Completed	3,600.00
Roof washing	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	10/13/2023	Roof tile soft washing and Pressure wash entrance and sidewalk	Completed	3,350.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	9/20/2023	Remove and replace 4 existing single doors	Completed	14,600.00
Playground Support	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	8/1/2023	Playground support replacement	Completed	1,600.00
Gutter Install	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/24/2023	Installation of 7" seamless gutter with 4 downspouts and 3 50 ft drainages	Completed	8,200.00
Pier Pannels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/18/2023	Assembly of pier pannels	Completed	5,040.00
Pier Pannels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/11/2023	Assembly of pier pannels	Completed	6,480.00
Division Wall	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	7/7/2023	Build a division wall of 10 ft by 9 ft to split a room into two	Completed	2,300.00
Flooring Install	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/23/2023	Furniture moving and carpet tile removal enclosure and flooring install	Completed	23,350.00
Fire Station	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/20/2023	Pressure wash, waterproof and paint the exterior of Fire Station	Completed	33,500.00

Pavers work	Name: Town of Palm Beach Shores Telephone: (561)844-3457	N/A	6/2/2023	Pavers coping replacement along the beach wall (approx. 200 blocks)	Completed	2,700.00
City Hall	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/15/2023	Pressure wash, waterproof and paint the exterior of City Hall building	Completed	44,500.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/5/2023	Remove and replace existing double door with a single door	Completed	7,200.00
Pavers work	Name: Town of Palm Beach Shores Telephone: (561)844-3457	N/A	5/5/2023	Pavers repairs by Sandal Ln and Tacoma Ln to remove trip hazard	Completed	5,300.00
Roof Repair	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/14/2023	Remove and replace 70 linear ft of rotted fascia	Completed	5,550.00
Promenade building remodel	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	3/1/2023	Promenade building remodel	Completed	12,450.00
Stucco repair	Roy Chesson	N/A	1/27/2023	Stucco repairs, exterior paint and roofing repairs	Completed	9,700.00
Pier Pannels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	12/19/2022	Assembly of pier pannels	Completed	9,360.00
Pavers work	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	12/15/2022	Palm Beach Shores main project. 3" cut out of sand and reinstallation of pavers	Completed	9,350.00
Annex Work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	12/9/2022	Miscellaneous work performed to facilitate the move from Annex to the promenade building	Completed	5,250.00
Wall Painting	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	11/14/2022	Concrete wall (Both sides of the wall) painting with two tones (Panel color Sand and Pillars	Completed	6,900.00
Wall Building	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	10/28/2022	Build an interior wall of 13' x 8' with a wood door and a plexiglass window of 3.5' x 3.5' ; Build an L shape enclosure for center office and 2 desk privacy divisions	Completed	9,800.00

Flooring Install	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	8/22/2022	Remove and replace flooring and reinforcement of subflooring trusses in section of 8' x 8' including threshold and door sweep of existing door	Completed	5,200.00
Door Intallation	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	8/19/2022	Installation and finish of 3 doors including frames, door knobs and completion of 2 half walls of drywall	Completed	6,400.00
Pier Pannels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	8/10/2022	Assembly of pier pannels	Completed	28,560.00
South Beach Bathroom remodels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/16/2022	Complete bathrooms remodels	Completed	44,900.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/4/2022	Removal, disposal and replacement of 2 outdoor metal door	Completed	6,800.00
Drywall Repair	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/4/2022	Repair 3' x 3' of drywall and paint	Completed	1,400.00
Misc Work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/29/2022	Replacement of dryer duct from flexible to rigid	Completed	4,200.00
Flooring Install	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	3/24/2022	Flooring remodel	Completed	27,300.00
City Hall Flooring	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	3/8/2022	City Hall Flooring	Completed	31,473.25
680 Atlantis remodel	FL Industries	N/A	3/1/2022	680 Atlantis remodel	Completed	44,326.00
Project: 189 Upper Spring Rd, Stowe VT	FL Industries	N/A	12/14/2021	Project: 189 Upper Spring Rd, Stowe VT	Completed	58,820.00
Jail Cell Remodel	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	11/12/2021	Former PBSO D14 Evidence Storage Room/old jail cell remodel	Completed	21,550.00

Wall Repair	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	11/10/2021	Demo, rebuild and painting of damaged wall	Completed	6,500.00
Roof Repair	Robert Mackler	N/A	10/5/2021	Roof repair including finding leak location	Completed	5,100.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	9/29/2021	Removal, disposal and replacement of 1 outdoor metal door	Completed	2,700.00
Epoxy Install	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	9/7/2021	1100 Sqft of Hard Rock epoxy with flake and aluminum aggregate	Completed	14,025.00
Community remodel and repairs	Bridgehampton Inc	N/A	8/25/2021	Community remodel and repairs	Completed	45,850.00
Park Remodel	Skyline Construction	N/A	8/15/2021	Park Remodel	Completed	219,000.00
Flat Roof	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	8/9/2021	pressure washing and painting with silicon paint the flat roof of the building	Completed	4,400.00
Paint and Flooring	Golf Club Restaurant	N/A	7/14/2021	Paint and Flooring	Completed	14,000.00
Poles painting	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/14/2021	Painting of Exterior Metal Poles. 20 ft	Completed	5,250.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/12/2021	Build wood frame and install steel door with door handle	Completed	3,400.00
Pergola	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/18/2021	Build wood support beam for wood pergola	Completed	3,200.00
Building paint	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/2/2021	Prepare, pressure wash, seal cracks and paint building walls, trims, fascia and soffits	Completed	18,200.00

Pavers work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/24/2021	reposition paver stones around downtown Lake Worth	Completed	4,200.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/23/2021	Replacement of four fiber glass doors with frame included	Completed	8,200.00
Flooring Install	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/5/2021	Removal of glued in carpet and installation of 1,300 sqft of plank flooring	Completed	7,950.00
Wall Painting	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/5/2021	Repair and painting of brick wall	Completed	6,400.00
Roof repair	Paul Romano	N/A	3/22/2021	Roof repair	Completed	2,200.00
Roof Repair	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	3/14/2021	Roof repair and maintenance	Completed	5,600.00
Reroof	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	2/24/2021	Reroof area surrounding the new AC	Completed	2,450.00
Flooring Install	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	1/22/2021	Carpet replacement in 2 offices of the third floor	Completed	3,600.00



SCHEDULE C

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List of Major Equipment Available

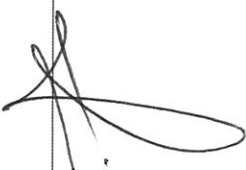
ITEM	QUANTITY	PUCHASE YEAR	CONDITION/ YEAR	ACQUIRE VALUE
KUBOTA SKID STEER 75-3	2	2025	2025	160,000
POLE SETTER	2	2025	GOOD	34,000
AUGER	2	2025	GOOD	30,000
FORD F350	1	2024	2024	110,000
FORD F250	1	2024	2016	35,000
FLAT BED TRAILER 25'	1	2025	2025	18,000
FLAT BED TRAILER 24'	1	2024	2024	15,000
GMC SIERRA 1500	1	2024	2024	85,000
5CY DUMP TRAILER	1	2022	2022	9,000
CARGO VAN EXPRESS	1	2020	2010	10,000
PAINT SPRAYERS	2	2018	GOOD	3,000
HONDA GENERATORS	3	2024	GOOD	3,000
PRESSURE WASHER	1	2023	GOOD	3,500
MISC POWER TOOLS	1	2018-2025	GOOD	5,000

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

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

Signed) _____



00452-1

BIDDER'S STATEMENT

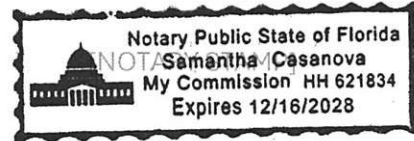


STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence ☒
or online ☐ notarization, this 7th day of November, 2025
by Julio Quiroz.

[Signature]
Signature of Notary

Commission Expires: 12/16/2028





DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that RMJ CONTRACTORS INC (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 11/7/25

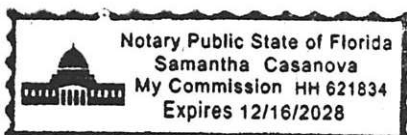
State of:
County of:

Sworn to and subscribed before me this 7th day of November, 2025, Personally known or Produced Identification _____

(Specify Type of Identification)

J. Casanova
Signature of Notary

My Commission Expires: 12/16/2028





PUBLIC ENTITY CRIMES STATEMENT

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared JULIO OLIVEROS, who, being by me first duly sworn, made the following statement:

1. The business address of RMJ CONTRACTORS INC
(firm name of Bidder/Proposer)
is 17715 BRIDLE CT. JUPITER FL 33470.
2. My relationship to RMJ CONTRACTORS INC
(firm name of Bidder/Proposer)
is PRESIDENT
(relationship such as a sole proprietor, partner, president, vice president)
3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

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

7. ~~There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by~~



order of the Division of Administrative Hearings that it is not in the public interest for the name of the ~~convicted person or affiliate to appear on the convicted vendor list~~. The name of the convicted person or affiliate is _____.

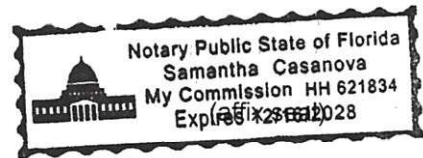
A copy of the order of the Division of Administrative Hearings is attached to this statement.

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

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 7th day of November, 2025

Notary Public



12/16/2028

My commission expires



SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, JULIO OLIVEROS, on behalf of RMJ CONTRACTORS INC (hereinafter, the "Contractor"), hereby swear of 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.
4. 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.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: [Signature]
Name: JULIO OLIVEROS
Title: PRESIDENT
Date: 11/7/25

STATE OF FLORIDA

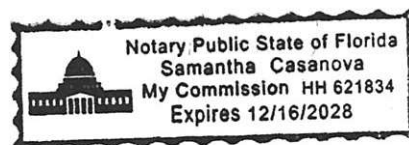
COUNTY OF PALM BEACH

The foregoing instrument was sworn to (or affirmed) and subscribed before this 7th day of November, 2025, by Julio Oliveros, who is the President of RMJ Contractors, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary Samantha Casanova

My Commission expires: 12/16/2028





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 \$50,000.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluating 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 a contract or purchase order in excess of \$50,000.00 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

RMJ CONTRACTORS INC

NAME OF VENDOR

JULIO OLIVEROS

NAME OF PERSON COMPLETING FORM

PRESIDENT

RELATIONSHIP TO VENDOR

17715 BRIDLE CT.

ADDRESS

JUPITER FL 33478

CITY, STATE, ZIP

JULIO@RMJFL.COM

CONTACT EMAIL ADDRESS

TELEPHONE NUMBER

(561)506-0555

CELL PHONE NUMBER

This form is provided in connection with:

☒ Invitation to Bid (specify) ITB No. 2025B-011

☐ Request for Qualifications/Proposals (specify) _____

☐ Other (specify) _____



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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of



my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

A handwritten signature in black ink, appearing to read "Julio Oliveros", written over a horizontal line.

Signature

11/7/25

Date

JULIO OLIVEROS

Printed Name

PRESIDENT

Title



AFFIDAVIT FOR EMPLOYMENT ELIGIBILITY VERIFICATION

(E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Village Hall 2nd Floor Flex Space Office Buildout

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 7th day of NOVEMBER, 2025.

ATTEST:

By: 

PRINTED NAME: RICARDO OLIVEROS

Its: SECRETARY

VENDOR:

By: 

PRINTED NAME: JULIO OLIVEROS

Its: PRESIDENT



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

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

By: 

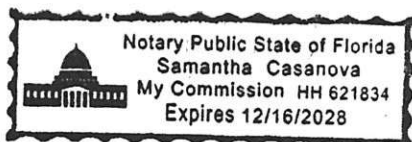
Print Name: JULIO OLIVEROS

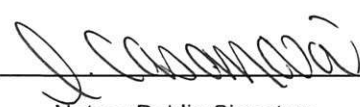
Print Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization on this 7th day of November 2025 by
Julio Oliveros, as the President [title]
of Vendor, who is personally known to me or who has produced _____ as
identification and who did affirm or swear to the same.

Notary Seal:




Notary Public Signature



REFERENCE FORM

RFP Number & Title: 2025B-011 Village Hall 2nd Floor Flex Space Buildout

Reference: City of Lake Worth Beach
(Company Name providing Reference)

Name/Title: PHILLIP JOHNSON, FACILITIES MANAGER
(Name and Title of Person providing Reference)

Project/Service: Osborne Center Improvements Project
(Project/Service which references are being provided)

Project Manager: PHILLIP JOHNSON
(Project for which references are being provided)

Telephone: (561)719-5291

Email: PWJOHNSON@LAKEWORTHBEACHFL.GOV

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	always had supervision of job and staff
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	they did a quality job!!
3.	Rate how well the firm listened and understood the specific needs of your organization.	5	
4.	Rate how well the firm met the major schedule milestones for the project.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes.	5	always there to make adjustments when needed



6.	Rate the overall quality of the work.	5	quality work!!
7.	Rate the technical competence of the firm and its personnel.	4	
8.	Rate the integrity and professionalism of the firm.	5	
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes - No	5	definitely, STILL DO WORK FOR US

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent

A handwritten signature in black ink, appearing to read "P. Sh.", is written over the signature line.

Signature

8/18/2025

Date



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

ITB#2025B-011

Village Hall 2nd Floor Flex Space Office Buildout

Addendum No. 1

October 24, 2025

BIDS DUE: 2:00 PM, Local Time, November 14, 2025

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the Village Hall 2nd Floor Flex Space Office Buildout, fully and completely as if the same were fully set forth herein.

Receipt acknowledged and conditions agreed to the 7th day of November, 2025.

RMJ CONTRACTORS INC

Bidder

By

ATTACHMENT

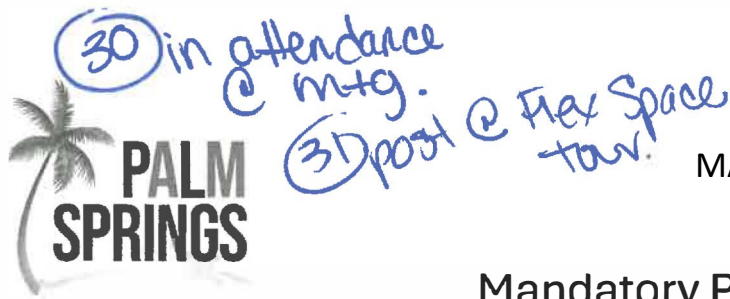
Attachment 1 – RESPONSES TO BIDDER QUESTIONS

Attachment 2 – MANDATORY PRE-BID MEETING SIGN IN SHEETS

END OF ADDENDUM

ATTACHMENT 1
RESPONSES TO BIDDER QUESTIONS

<i>Question 1:</i>	What is the estimated construction budget?
Response 1:	<i>Approximately \$200,000.00</i>
<i>Question 2:</i>	Can I get a copy of any addenda that have been released to date?
Response 2:	<i>No addenda's have been issued at the time. When one is made available it will be published to Euna Openbids.</i>
<i>Question 3:</i>	Can I get a copy of the mandatory pre-bid meeting sign in sheet, if available?
Response 3:	<i>The mandatory pre-bid sign in sheet is attached to Addenda No. 1.</i>
<i>Question 4:</i>	What is the estimated time of completion?
Response 4:	<i>Approximately four (4) months, specific timeframes are listed in the bid documents.</i>
<i>Question 5:</i>	What is the permit status and when do we anticipate starting?
Response 5:	<i>Once Council approves the selected contractor (goal to have agenda item prepared for December Council Meeting) contractor can submit for permitting. Approximation is 2-3 weeks in review before notice to proceed can be issued. Estimated in February 2026.</i>
<i>Question 6:</i>	Is there a dumpster location?
Response 6:	<i>A designated area will be provided by the Ballfields approximately 100 yards away.</i>
<i>Question 7:</i>	What are the work hours?
Response 7:	<i>Work hours are scheduled between 7:00am to 5:00pm. If nights or weekends are needed prior arrangements will need to be made through the Public Works department.</i>
<i>Question 8:</i>	Is there a current contractor for the Air and Heat controls?
Response 8:	<i>Yes, our current contractor is Advanced Air Control Corporation, Inc.</i>
<i>Question 9:</i>	Is there a current contractor for the Fire System?
Response 9:	<i>Yes, our current contractor is Knight Fire.</i>
<i>Question 10:</i>	Are we allowed to take video of the area?
Response 10:	<i>Yes, video recording will be permitted of the area.</i>



ATTACHMENT 2
MANDATORY PRE-BID SIGN-IN SHEET

Mandatory Pre-Bid Meeting Sign- In Sheet

Project Name: IFB No. 2025B-011 Village Hall 2nd Floor Flex Office Buildout

Date and Time: October 22, 2025, at 10:30am - 11:05am

Location: Village Hall Lobby – 226 Cypress Lane Palm Springs, FL 33461

Village Staff			
Name	Department	Title	Signature
Felipe Lofaso	Public Works	Public Works Director	<i>[Signature]</i>
Timothy Crespo	Public Works	Asst. Public Works Director	<i>[Signature]</i>
Kimberly Wynn	Village Clerk	Village Clerk	<i>[Signature]</i>
Jane Worth	Village Clerk	Deputy Clerk	<i>[Signature]</i>
Sylvia Ward	Finance	Procurement Manager	<i>[Signature]</i>
Attendees			
Attendee Name and Title	Company name	Telephone	Email Address
Matthew Lutz PM	Stormtroopers	772-888-6142	Matt@callstormtroopers.com
Kevin Greaney	Swiftline Plumbing	772-359-7074	info@SwiftlinePlumbing.com
Manuel Diaz	Headway Construction LLC	786-718-3074	Headwayconstructionwpl@gmail.com
Lorenzo D'Alessandro Owner	DALCORE Contracting	561-699-1354	lorenzod@dalcorecontracting.com
TRAE WOLFE	CLEAR SPAN	561-303-2100	Twolfe@cssbainds.com
JOSE SANTANA	Vittorium Design	954-687-8380	info@vittoriumdesign.com
Jamie Fawcett	JF13	561-578-7677	Jamie@jfcconstruction.com
Sebastian Costano	Lassco Development	561-315-7455	sebastian@lasscoinc.com



Mandatory Pre-Bid Meeting Sign- In Sheet

Project Name: IFB No. 2025B-011 Village Hall 2nd Floor Flex Office Buildout

Date and Time: October 22, 2025, at 10:30am

Location: Village Hall Lobby – 226 Cypress Lane Palm Springs, FL 33461

Attendees

Attendee Name and Title	Company name	Telephone	Email Address
Josh Davis Estimator	Waypoint	717-829-7792	info@waypointci.com
Garbary Def. Liens	KER CONSTRUCTION	561 405 1613	GREG@KERCONSTRUCTIONLLC.COM
Orvidig Gallo	ARKEST	754, 422 97 53	arkest+@att.net
Thom VIRZI VP	EAST COAST CON	561-246-5044	thom@eccbuilders.com
Estebeni Bilbao T.	Set Up Project Management	954 991 9529	ebilba@setuppm.com
Rhonda Gibson	Mueller Const.	561-222-6408	sales@mueller.works
Christina Addis	ETF Creative Contracting Group	561-333-1445	jetpsales@concast.net
RICARDO OLIVEROS	RMS CONTRACTORS	561 294 2523	Ricardo@RMSFL.com
Alfredo Sandoval	SANVEL ELECTRIC	561-668-5628	sanvelelectric@gmail.com
GEORGE JAW&E	ARZ Builder	561 239 9927	george@ARZBuilders.com



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

IFB#2025B-011

Village Hall 2nd Floor Flex Space Office Buildout

Addendum No. 2

October 30, 2025

BIDS DUE: 2:00 PM, Local Time, November 14, 2025

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the Village Hall 2nd Floor Flex Space Office Buildout, fully and completely as if the same were fully set forth herein.

Receipt acknowledged and conditions agreed to the 7th day of November, 2025.

RMJ CONTRACTORS INC

Bidder

By

ATTACHMENT

Attachment 1 – RESPONSES TO BIDDER QUESTIONS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

Question 1:	AA-602 finish schedule specifies all rooms with LVT. Addendum II specified HR OFFICE SPECIFIED 24X24CARPET FOR IT. Please clarify # Room (247-248-250)? Finish required for it.
Response 1:	<i>All rooms associated with this project will receive LVT flooring, color and material to match the existing Village Managers administration wing. Room #244 is for a future phase and does not receive any flooring treatment (excluded from scope of work).</i>
Question 2:	Which number of rooms corresponds to lobby area?
Response 2:	<i>Disregard the references to "HR Lobby Area" and "EOC Meeting Room" as this is a typeover from the architect from another set of job specifications.</i>
Question 3:	Clarify finish requested for Conference room 245?
Response 3:	<i>Conference room #245 will receive LVT flooring.</i>
Question 4:	Provide detailed specs for LVT required (Manufacturer, collection, dimension, color)
Response 4:	<i>The specification for the LVT is: Tuf Stuf, Woodland Path, Color: Warm Mahogany, Size: 6"x36"</i>
Question 5:	Are you expecting to receive an allowance for LVT?
Response 5:	<i>Contractor to provide pricing per the dimensions and quantities as indicated in the plans on Bid Line Item B-9.</i>
Question 6:	The addendum identifies the following contractors currently servicing the facility: • Knight Fire – Fire Alarm and Fire Protection Systems • Advanced Air Control Corporation, Inc. – HVAC Controls and Automation Please confirm whether bidders are required to utilize these specific contractors for their respective scopes as part of this project, or if we may propose our own licensed subcontractors for the fire protection and HVAC systems, provided all work complies with the contract documents and applicable codes.
Response 6:	<i>The Village currently utilizes the proprietary Building Management System (BMS) through Advanced Control Corp, therefore they must be utilized for this scope of work. Standard HVAC work inclusive of ductwork, balancing, grills, etc. can be completed by the prime contractors selected licensed subcontractor.</i> <i>Knight Fire currently provides, monitors and services the Villages fire alarm system and has access to the systems which are secured. Knight Fire must be utilized for this scope of work. Fire sprinkler system mechanical work inclusive of taps, new sprinkler heads, etc. can be completed by the prime contractors selected licensed subcontractor.</i>
Question 7:	Could you please provide the specs of the acoustical ceiling and the flooring?
Response 7:	<i>The ceiling specs will be Armstrong Ceilings, Dune 2'x2' Tegular Ceiling Tile. Flooring question is already answered above .</i>



TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and

ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer:

JULIO OLIVEROS

Name

PRESIDENT

Title

11/7/25

Date

Signature



CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

_____ **Local Business:** 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. (Village of Palm Springs Code Section 58-14).

(Please indicate):

- _____ Physical address within Village of Palm Springs limits
 X Physical address outside of Village of Palm Springs but within Palm Beach County
_____ Physical address within the State of Florida

_____ **Non-local:** The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] JULIO OLIVEROS as
[Title:] PRESIDENT of [Name of Firm:] RMJ CONTRACTORS INC

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

(Signature)

11/7/25
(Date)



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
17715 BRIDLE CT
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
BUILDING CONTRACTOR	OLIVEROS RICARDO	CBC1267120	B26.716902 09/26/2025	\$27.50	B40186714

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

7-372

RMJ CONTRACTORS INC
RMJ CONTRACTORS INC
17715 BRIDLE CT
JUPITER FL 33478-4754



STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2024168016
EXPIRES: 09/30/2026

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



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF PALM BEACH) : SS

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the Village of Palm Springs as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____

NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2025, by Julio Oliveros, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me

this 7th day of November, 2025

Printed Information:

JULIO OLIVEROS,

NAME

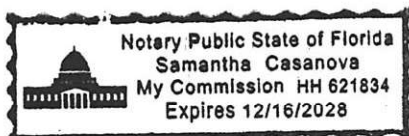
PRESIDENT

TITLE

RMJ CONTRACTORS INC

COMPANY

[Signature]
NOTARY PUBLIC, Signature



"OFFICIAL NOTARY SEAL" STAMP



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

OLIVEROS, RICARDO JOSE

RMJ CONTRACTORS INC
17715 BRIDLE CT
JUPITER FL 33478

LICENSE NUMBER: CBC1267120

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 02/04/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**00500
AGREEMENT**

THIS AGREEMENT is dated _____, 2026, by and between the **Village of Palm Springs, Florida** (“Owner”) and **RMJ Contractors Inc.**, a Florida Corporation (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth and as set forth in the remaining Contract Documents (as identified below), the sufficiency of which is hereby acknowledged by both parties, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: building out the flex space located on the 2nd floor of Village Hall.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: Village Hall 2nd Floor Flex Space Office Buildout.

ARTICLE 2. ENGINEER AND CONTACT INFORMATION.

The Project has been designed by Michael DeMeo, WGI Inc., who is hereinafter called “Engineer” and who may be called 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 completion of the Work in accordance with the Contract Documents. The Owner reserves the right to change the Engineer and/or assume the Engineer’s duties upon written notice to the Contractor.

Engineer’s Representative is: To Be Determined

Owner’s Contract Administrator is: Felipe Lofaso, Public Works Director
c/o Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Email: flofaso@vpsfl.org

Contractor’s Representative is: Julio Oliveros
c/o RMJ Contractors Inc.
17715 Bridle Ct.
Jupiter, FL 33470
Email: JULIO@RMJFL.COM

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed within **120** days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within **150** days from the date when the Contract Time commences to run.

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

3.3 LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof approved in accordance with the Contract Documents. They also recognize the delays, expense, and difficulties involved in proving in a legal 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), Contractor shall pay Owner **Five Hundred and 00/100 dollars (\$500.00)** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof approved in accordance with the Contract Documents, Contractor shall pay Owner **Five Hundred and 00/100 dollars (\$500.00)** for each day that expires after the time specified in paragraph 3.1 for final completion and readiness for final payment.

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

- A. For all Work, a lump sum of: **\$177,225.00 (One Hundred Seventy-Seven Thousand, Two Hundred Twenty-Five Dollars and 00/100 Cents).**
- B. The lump sum stated above includes an allowance of **\$15,000.00 (Fifteen Thousand Dollars and 00/100 Cents)** for unforeseen contingencies ("Allowance"). The Contractor shall not be entitled to the Allowance in whole or in part unless the Contractor has received prior written approval from the Village's Contract Administrator to utilize the Allowance for the Work. The Allowance, in whole or in part, should not be included in any of the Contractor's payment application unless the payment application includes a copy of the Village's Contract Administrator's written approval.

ARTICLE 5. PAYMENT PROCEDURES.

5.1 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.

5.2 PROGRESS PAYMENTS. 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 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established 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 Documents.

5.2.1 *Retainage.* Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025), once approved by the Engineer. The Owner will withhold five percent (5%) of each payment to the Contractor as retainage until fifty percent (50%) of the Work is completed. After fifty percent (50%) of the Work is completed, upon written request from the Contractor, the Owner's Contract Administrator or designee may agree in writing with the Contractor to release a portion of the retainage not to exceed fifty percent (50%) of the total retainage amount. Within twenty (20) business days of the finalization of the punch-list described below and upon receipt of a payment request from the Contractor, the Owner will pay the Contractor all retainage held less an amount equal to 150% of the estimated cost to complete the items on the list. Upon completion of all items on the finalized punch-list, the Contractor may submit a request for release of all retainage.

5.2.2 *Punch-List.* In accordance with section 218.735(7), Florida Statutes (2025), at least ten (10) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Owner will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Owner does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Owner. The Owner's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Owner and finalized by the Owner's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in the Contract Documents for final completion). 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 in accordance with the Contract Documents (or applicable work order). The Contractor's proposed punch-list and responses by the Owner shall be by written notice provided in the same manner as the Change Orders identified in paragraph 5.4 below.

5.3 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with the Contract Documents and paragraph 15.06 of 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

under the Contract Documents (or applicable work order) 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 (or applicable work order price) including any amount held as retainage.

5.3.1 Notwithstanding the foregoing, the Owner shall not be required to pay the Contractor, or release any amount of retainage to the Contractor, and is authorized to set-off any amount that is subject of a good faith dispute made in writing, the subject of a claim brought pursuant to section 255.05, Florida Statutes, is the subject of a written claim or demand by the Owner, or as otherwise authorized under the Contract Documents.

5.3.2 Final payment shall not become due until the Contractor and all of its subcontractors submit to the Owner releases and waivers of liens, consent of surety, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

5.4 CHANGE ORDER REQUESTED BY OWNER THAT CHANGES CONTRACT PRICE.

5.4.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Owner, the Contractor shall complete the Change Order form (attached as **Exhibit "A"** hereto and incorporated by reference), execute the form, and submit the form to the Owner and Engineer with all supporting documentation attached including but not limited to all necessary permitting information, drawings, and specifications. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), including but not limited to, the cost of the additional Work and/or revised Work and the Contractor's Fee (if applicable) consistent with the requirements of paragraph 11.04 of the General Conditions.

5.4.2 Upon receipt of the completed and executed Change Order form from the Contractor, the Owner and Engineer will review the same and either deny the Change Order or process the Change Order for approval. **The Owner will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

5.4.3 If the Change Order is denied, the Owner will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Owner timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Owner's written notice of approval or denial will start anew.

5.4.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment consistent with this Agreement.

5.4.5 If the Owner fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by

the Contractor as required by statute and this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

5.4.6 The Contractor shall submit the completed and executed Change Order form to the Owner's Contract Administrator and Engineer by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

5.4.7 The Owner shall send the Owner's written notice required in this paragraph to the Contractor's representative by: (1) email (with delivery and read receipt requested and delivery receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

5.4.8 All Change Proposals or Change Orders for only an increase in the Contract Time shall be handled in accordance with the General Conditions (as may be revised by the Special or Supplemental Conditions). However, all approved and executed Change Orders shall include the following provision:

By approving this Change Order, the Contractor releases any and all claims that it may have against the Owner under the subject Contract Documents 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.

ARTICLE 6. INTEREST.

6.1 All payments due and not made within the time prescribed by this Agreement, the Contract Documents, and section 218.735, Florida Statutes, shall bear interest in accordance with section 218.735, Florida Statutes, as amended from time to time.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

7.1 In order to induce Owner to enter into this Agreement, the Contractor makes the following representations:

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

7.1.2 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.

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

7.1.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents including, but not limited to, the Supplementary Conditions, especially with respect to

technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract Documents including but not limited to, the Supplementary Conditions, especially with respect to technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.1.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.1.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.7 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.

7.1.8 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

7.1.10 Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

7.1.11 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.

7.1.12 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.

ARTICLE 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work and the Project, consist of the following:

8.1.1 This Agreement.

8.1.2 The Invitation for Bids for the Project including all Project Manual documents, plans, specifications, and all issued addendum ("IFB");

8.1.3 Contractor's responsive Bid;

8.1.4 Permits;

8.1.5 Notice of Award and Notice to Proceed.

8.1.6 General Conditions.

8.1.7 Supplementary Conditions.

8.1.8 Documentation submitted by Contractor prior to Notice of Award.

8.1.9 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments, Change Orders, and other documents amending, modifying, or supplementing the Contract Documents.

8.1.10 Any other document attached hereto or incorporated herein by the Owner.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

8.2 *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. This Agreement
2. Addenda
3. IFB
4. Supplementary Conditions

5. General Conditions
6. Drawings, Plans, and Technical Specifications
7. Contractor's responsive Bid
8. All other Contract Documents.

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 Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract Documents.

ARTICLE 9. MISCELLANEOUS.

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment.* 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 moneys that may become due and moneys that are 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.

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

9.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be 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 replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Public entity crimes.* 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 on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County

Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 *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.

9.8 *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 INCLUDING, BUT NOT LIMITED TO, ANY COUNTERCLAIMS.

9.9 *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.

9.10 *Access and audits.* The Contractor 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 final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

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

9.12 *Public Records Law.* Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- (a) Keep and maintain public records required by the Owner to perform the service.
- (b) Upon request from the Owner's custodian of public records, 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.
- (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 contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.
- (d) Upon completion of the contract, 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, 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, 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 THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL SENT TO THE PALM SPRINGS VILLAGE, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

9.13 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, 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.

9.14 *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.

9.15 *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.

9.16 *Contractor's certifications.* 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:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- (b) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents 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;
- (c) "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
- (d) "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 Documents.

9.17 *Construction defects.* 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.

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *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 this Agreement, the Owner may immediately terminate this Agreement 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.

9.20 *E-Verify*

Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- (c) Maintain copies of all subcontractor affidavits for the duration of this agreement and provide the same to the Owner upon request;
- (d) Comply fully, and ensure all subcontractors comply fully with sections 448.09(1) and 448.095, Florida Statutes;
- (e) Be aware that a violation of sections 448.09 or 448.095, Florida statutes, shall be grounds for termination of the Contract Documents; and,
- (f) Be aware that if the Owner terminates this agreement under section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a contract for at least one (1) year after the date on which the Contract Documents were terminated and will be liable for any additional costs incurred by the Owner as a result of the termination of the Contract Documents.

9.21 *Scrutinized Companies.*

- (a) The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or is engaged in the boycott of Israel.
- (b) If the Contract Documents are for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

(c) Pursuant to Section 287.135, the Owner may immediately terminate the Contract Documents at its sole option if the Contractor, and/or any of its subcontractors, are found to have submitted a false certification; or if the Contractor and/or any of its subcontractors, are placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract Documents.

(d) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under the Contract Documents.

(e) 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.

(f) The Contractor 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.

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

9.22 *COMPLIANCE WITH SECTION 787.06.* By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four parts. Two counterparts have been delivered to Owner, and one counterpart each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

CONTRACTOR: **RMJ CONTRACTORS INC.**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2026, by _____, as the _____ [title] of RMJ Contractors Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind RMJ Contractors, Inc. to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "A"
CHANGE ORDER FORM
(Addition or Revision to Work Requested by Owner)

Project Number: _____ Contractor: _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Change Order Number: _____

Change Order Effective Date: _____ [TO BE COMPLETED BY OWNER]

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Contract Time: _____ (work days)

Existing Purchase Order / Work Order Number: _____ (if applicable)

Description of Change as requested by Owner:

Price of Original Contract: \$ _____

Current Price of Contract (including prior Change Orders): \$ _____

Price of Current Change Order: \$ _____

New Contract Price: \$ _____

Basis of Price Change: ☐ Unit Price ☐ Time & Material ☐ Lump Sum

Contract Time Change: ☐ No Change ☐ Extended ☐ Decreased by _____ work days

**** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.***

(Increases in Unit Prices should be identified in the table below).

1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1					
2					
3					
4					
5					

The Contractor and the Owner agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein 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 Documents 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.

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 last page of this Change Order).

Reviewed and Accepted by Contractor : _____
(Contractor Name)

Contractor Representative (Signature) Title Date

OWNER: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the Village Council or Village Manager.

Recommended for approval by: _____, Director Date _____

IN WITNESS WHEREOF, the Owner (_____) has approved this
Change Order No. ____ to the _____ Project on _____, 20__.

OWNER: _____

ATTEST:

By: _____
_____, Mayor*

By: _____
_____, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
_____, Attorney

**Village Manager is authorized to execute Change Order(s) not exceeding \$_____
(cumulatively) unless otherwise authorized by the Contract Documents or the Owner's
Procurement Code.*

Attachments
(Contractor shall attach all supporting documentation)



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Utilities

ITEM #6: Approve Contract for Construction Manager at Risk Services — Kaufman Lynn Construction — Utilities Operations Building Project — Task Order No. 331

SUMMARY: The Utility department is requesting approval of a Contract for Construction Manager at Risk Services with Kaufman Lynn Construction, Inc. to provide pre-construction and construction services for the Utilities Operations Building, as well as a guaranteed maximum price (GMP) of the construction costs.

As Construction Manager for the Village, Kaufman Lynn will work with the architect, Currie Sowards Aguila Architects, CHA Consulting, and the Villages Project Management Team to review construction drawings, specifications, and schedules, and to provide constructability and value engineering recommendations on design and materials within the Village's approved budget.

Kaufman Lynn has a team of highly qualified pre-construction design professionals and experienced construction supervisors/project managers. In addition to preparing a construction budget, as Construction Managers, they will assist in procuring all materials and supplies per Village procedures, take the lead in bidding and awarding all trade contracts, provide full-time staff to coordinate and direct construction, and represent Village interests in maintaining the project schedule and cost controls.

Compensation for Construction Manager at Risk services includes:

- Pre-Construction Services — \$65,000.00
- Construction Services — To be included in GMP (subject to contract amendment approved by Village Council)

Note: On September 15, 2025, the Village issued a Request for Proposals (RFP) for the Construction Manager at Risk Services (RFP 2025R-005). The purpose of this RFP was to award a contract to one company to provide the Village with pre-construction and construction services for the Utilities Operations Building.

As a result, the Village received five (5) responses:

- Di Pompeo Construction Corporation
- D Stephenson Construction Inc.
- Kaufman Lynn Construction
- Proctor Construction Company
- Gulf Building

The six members of the Construction Manager at Risk Evaluation Committee, appointed by the Village Manager, included representatives from the Utilities, Public Services, and Planning, Zoning & Building Department, which met on October 24, 2025, to review each submittal. Each firm's response was evaluated and scored based on:

Related Building Experience:

- The Volume of Previous Work
- Pre-Construction Services Staff
- Construction Services Staff
- Knowledge of the site and local conditions

Based on the collective scoring of the proposal packages, the Committee unanimously determined that the top four (4) ranked firms should be invited to present and participate in an interview with the Evaluation Committee before final selection. Each firm presented relevant qualifications followed by a question-and-answer period.

The four firms selected were:

- Gulf Building
- Kaufman Lynn Construction
- Proctor Construction Company
- D Stephenson Construction Inc.

The Procurement Department scheduled interviews with the four (4) firms for November 20, 2025. Based on the total score and ranking from the qualification package and interviews, the Committee selected Kaufman Lynn Construction as the firm to recommend to the Village Council for approval to enter contract negotiation.

FISCAL IMPACT:

Funding to support a construction manager at risk for the Utilities Operations Building is available in the FY2026 Budget account No. 41336-56200

ATTACHMENTS:

1. Contract - CMAR- Kaufman Lynn- Utilities Operations Building
2. Pricing Proposal -Kaufman Lynn Construction
3. Notice of Intent - RFP 2025R-005

**CONTRACT FOR
CONSTRUCTION MANAGER AT RISK SERVICES
(Utilities Operations Center)**

THIS CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES (“Contract”) is between **VILLAGE OF PALM SPRINGS**, a political subdivision of the State of Florida (“Village”), and **KAUFMAN LYNN CONSTRUCTION, INC.**, Federal Tax ID Number 65-0098115 (“**Construction Manager**” or “**CM**”).

WITNESSETH:

WHEREAS, the Village desires to hire a contractor by utilizing the Construction Manager at Risk Services (“CMAR”) delivery system for the Village’s new Utilities Operations Center (“Project”); and

WHEREAS, the Village issued Request for Proposals No. 2025R-005 for the desired CMAR for the preconstruction, construction, and completion of the Project (“RFP”); and

WHEREAS, the CM submitted a proposal, which the Village’s selection committee determined was the most responsive and responsible consistent with the RFP criteria and recommended the CM for award; and

WHEREAS, the Village desires to enter this Contract to the CM for the construction and completion of the Project; and

WHEREAS, the Village finds entering this Contract with the CM serves a valid public purpose and is in the Village’s best interests.

NOW THEREFORE, in accordance with this Contract and the other Contract Documents identified herein, and for the promises and mutual consideration specified herein, the sufficiency of which is hereby acknowledged by both parties, the Village and the Construction Manager agree as follows:

ARTICLE 1
GENERAL TERMS

1.1 Definitions. Terms used in this Contract shall have the following meanings:

- 1.1.1 “Amendment”** means a written instrument approved and executed by the parties that modifies the Contract or Contract Documents.
- 1.1.2 “Architect”** means the Architect/Engineer of Record for the Project which will be designated in the special conditions to this Contract.
- 1.1.3 “Basic Services”** means the services described in Article 2 of this Contract.
- 1.1.4 “Change Order”** means written orders to the Construction Manager for any changes in accordance with this Contract and GC 65 of the General Conditions.
- 1.1.5 “Construction Contingency” or “Contingency”** means the amount agreed upon in the GMP Amendment for Construction Manager’s use in accordance with Section 6.3.
- 1.1.6 “Construction Documents”** means the technical specifications, design documents whether preliminary or final, architectural drawings, construction drawings, plans, addenda and Change Orders for the Project.
- 1.1.7 “Construction Manager’s Fee” or “CM Fee”** has the meaning set forth in Section 6.4 hereof.

- 1.1.8 “Construction Schedule” or “Master Project Schedule”** has the meaning set forth in Section 1.6.
- 1.1.9 “Construction Team”** means the Village, the Architect and the Construction Manager.
- 1.1.10 “Contract”** means the Contract as defined on page one hereof.
- 1.1.11 “Contractor” or “Construction Manager” or “CM”** the terms will be used interchangeably and means the company named in the initial paragraph of page one of this Contract
- 1.1.12 “Contract Sum”** means Guaranteed Maximum Price for the Project, and the terms will be used interchangeably.
- 1.1.13 “Contract Time”** means, collectively and subject to modification by Change Order, the dates established pursuant to the Contract Documents for Construction Manager to achieve Substantial Completion, final completion and all other interim milestone dates.
- 1.1.14 “Cost of the Work”** has the meaning set forth in Section 8.1.
- 1.1.15 “Days”** shall mean calendar days (as opposed to business days) unless expressly stated otherwise.
- 1.1.16 “Guaranteed Maximum Price” or “GMP”** the terms will be used interchangeably, means the amount calculated for the Project in accordance with Article 6 hereof and accepted by the Village.
- 1.1.17 “GMP Amendment”** means an amendment to this Contract that establishes the Guaranteed Maximum Price as described in Section 2.1.14 hereof for the Project; the GMP Amendment may only be issued and approved by the Village Council.
- 1.1.18 “Liquidated Damages”** has the meaning set forth in GC 79 of the General Conditions.
- 1.1.19 “Village”** means Village of Palm Springs.
- 1.1.20 “Preconstruction Services Fee”** has the meaning set forth in Section 7.1.1.
- 1.1.21 “Subcontractor”** means Trade Contractor, and the terms will be used interchangeably.
- 1.1.22 “Trade Contractor”** means the Subcontractors hired by the CM to perform the Work for the Project.
- 1.1.23 “Work”** means all the preconstruction, the construction, and other services required by the Contract and Contract Documents, and includes all labor, materials, equipment, supervision and services provided by the Construction Manager to fulfill its obligations for the completion of the Project.
- 1.1.24 “Work Order”** means an Amendment to the Contract that authorizes construction services for the Project.
- 1.1.25 “Work Authorization”** means an Amendment to the Contract that authorizes pre-construction services for the Project.
- 1.1.26 “Village Contingency”** means the amount agreed upon in the GMP Amendment for the Village’s use in accordance with Section 6.3.1.

1.2 Recitals. The foregoing recitals are incorporated in this Contract as true and correct statements.

1.3 Standard of Performance. The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Village and Architect in furthering the interests of the Village. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the Village. The Project is based on the Village's current design by the Architect. If the Architect's design conflicts with applicable laws, statutes, ordinances, codes, or regulations, or lawful orders of public authorities, the CM shall notify the Village of the Conflict.

1.4 The Construction Team. The Construction Manager, the Village, and the Architect (the "Construction Team") will cooperate together through construction completion for the Project. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Village liable for the acts or deeds of the Construction Manager.

1.5 General Warranties. By execution of this Contract, the Village and Construction Manager each represent and warrant to the other that they are authorized to enter into this Contract and that this Contract represents such party's legal, valid and binding obligation, enforceable according to the terms thereof.

1.6 Construction Manager's Warranties. Construction Manager covenants, represents and warrants to Village that:

- a. It is a business organization duly organized, validly existing and in good standing under the laws of the State of Florida, having full power and authority to engage in the business it presently conducts and contemplates conducting, and is and throughout the Work will be duly licensed or qualified and in good standing under the laws of said jurisdiction;
- b. It has the required authority, ability, skills and capacity to perform, and shall perform, the Work in a manner consistent with sound engineering and construction principles, project management and supervisory procedures, and reporting and accounting procedures;
- c. The execution, delivery and performance of this Contract will not conflict with any applicable laws or with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;
- d. The CM owns, or has express rights to use or can acquire on reasonable terms, all intellectual property including, but not limited to, patents, inventions, copyrights, trademarks, and similar protected rights, necessary for the Project without any known material conflict with the rights of others.
- e. During all periods necessary for the performance of the Project, CM has maintained and will maintain, and shall cause and have caused each Subcontractor in privity with the CM, performing or to perform any portion of the Work, to maintain, in each case, all required authority, license status, applicable licensing standards, certification standards, accrediting standards, professional ability, skills and capacity to perform its portion of the Work.
- f. The CM has knowledge of all the applicable laws in effect on the effective date of the Contract and of all business practices in the jurisdiction within which the Work is located that must be followed in performing the Work.
- g. Covenants and agrees to undertake and execute all of the Work hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, and within the time limit specified in the Contract Documents.

1.7 Time is of the Essence.

Time is of the essence in this Contract, and the Construction Manager agrees to promptly perform its duties under the Contract Documents and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents. All Work shall be performed strictly (not substantially)

within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are included because of their importance to the Village.

Construction Manager acknowledges and recognizes that the Work for the Project must be performed in accordance with the Construction Schedule developed for the Project in accordance with Article 5 hereof and General Condition 47 of the Contract.

By signing this Contract, the Construction Manager agrees to the assessment of Liquidated Damages as provided in Article 5 hereof.

In agreeing to bear the risk of delays which were or should have been within the Construction Manager's control for completion of the Work, except for extensions approved in accordance with the Contract Documents, the Construction Manager understands that, except and only to the extent provided otherwise in the Contract Documents, the occurrence of events of delay within the Construction Manager's control shall not excuse the Construction Manager from its obligation to achieve full completion of the Work according to the project schedule, and shall not entitle the Construction Manager to an adjustment of the GMP. All parties under the control or in contract with the Construction Manager shall include but are not limited to Subcontractors, materialmen and laborers. If the Construction Manager has reason to believe that a delay on the part of a Subcontractor, materialman, or supplier was not within the Construction Manager's control, the Construction Manager may present such justification to the Village for consideration of an extension in accordance with the General Conditions of the Contract.

1.8 Complete Functional Project. It is the intent of the parties to describe in the Contract Documents a functionally complete project to be constructed in accordance with the Contract and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended result shall be supplied by Construction Manager whether or not specifically called for. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of performance of the Work and Construction Manager shall comply therewith. The Village shall have no duties other than those duties and obligations expressly set forth within the Contract.

1.9 Contract Documents and Governing Order.

The parties agree that the Contract Documents consist of the following documents that are incorporated herein by reference:

- This Contract and any approved amendments (when executed by the Village and CM);
- Special Conditions;
- General Conditions;
- Work Authorizations, GMP Amendment/Work Orders and any Change Orders thereto;
- Public Construction Bond and Form of Guarantee;
- Insurance Certificates;
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto (the Construction Documents);
- Request for Proposal (RFP); and,
- Construction Manager's Proposal;

The Governing Order of the Contract is agreed to be as follows: The Contract Documents include various divisions, sections and conditions which are essential parts for the Work to be provided by the Construction Manager. 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 project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

1. Any Amendments to the Contract Documents including Work Authorizations, GMP Amendment/Work Orders and Change Orders thereto with the later date having precedence over those of an earlier date, including the GMP Amendment with priority therein given to the CM's Qualifications and Assumptions;
2. This Contract;
3. Technical specifications, Drawings/Plans, and specifications in the Construction Documents;
4. Special Conditions;
5. General Conditions;
6. Insurance Certificates, Public Construction Bond and Guarantee;
7. The other Construction Documents (when approved);
8. The RFP;
9. The Construction Manager's Proposal.
- 10.

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then the Village shall resolve the conflict in any manner which is reasonably acceptable to the Village, and which comports with the overall intent of the Contract.

1.10 Extent of Agreement. The Contract represents the entire agreement between the Village and the Construction Manager and supersedes all prior negotiations, representations or agreements. This Contract may be amended only by written instrument signed by the Village and the Construction Manager.

ARTICLE 2

CONSTRUCTION MANAGER'S BASIC SERVICES

2.0 Phases. The Construction Manager's Basic Services under this Contract include preconstruction phase services and construction phase services for the Project.

2.0.1 CM's Project Manager. Unless agreed to the contrary in writing by the Village, the Construction Manager shall provide continuity in the assignment of the Construction Manager's Project Manager during the pre-construction and construction phases for the Project.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Village and Architect in maintaining the project budget and project scope for the Project. The Construction Manager shall perform the following pre-construction services:

2.1.1 Design Team Meetings. CM shall meet with the Architect and any other design team members to fully understand the program, the design documents, the project scope and all other pertinent aspects of the Project.

2.1.2 Reports Required. CM shall provide preconstruction deliverables consisting of electronic copies of reports at 100% Schematic Design, 100% Design Development, and 100% Construction Documents together with a Guaranteed Maximum Price proposal for the Project. The reports shall include a complete discussion and summary of the services provided in accordance with the following subparagraphs including the schedule and a detailed cost estimate.

2.1.3 Design Reviews. CM shall review designs during their development as to constructability, including without limitation bringing to the Village's and Architect's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the Village and the Architect. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the Construction Manager's in-depth study/research; and, (3) written recommendations for addressing the issue. CM shall proactively advise the Architect with regard to the most effective approach for designing the Project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. CM shall provide recommendations on relative feasibility of construction methods; compliance with applicable laws, codes, (relating to installation only) design standards, and ordinances; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Village's design objectives. CM shall conduct the comparisons and reviews required by General Conditions.

2.1.4 Construction Feasibility Meetings. CM shall attend regularly scheduled meetings with the Architect and consultants to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The Construction Manager shall provide written recommendations on construction feasibility.

2.1.5 Value Analysis. After a complete review of the schematic design, CM shall evaluate the design and obtain an understanding of the intent of the Village and Architect, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the Architect and Village. All recommendations shall be in writing and must be fully reviewed with the Architect and approved by the Village prior to implementation.

2.1.5.1 Value Analysis Includes Operational Costs. Value analysis efforts shall result in a design that is most effective in the first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis, as may be required, to assist the Architect to achieve an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable constructability issues. All value analysis studies shall be continuous as the design is being developed and must be provided on a timely basis within the design schedule.

2.1.6 Schedules. CM shall provide, for the Architect's and the Village's review and acceptance, a schedule that details the Construction Manager's services, with the anticipated Construction Schedules for the Project. The Construction Manager shall update such schedule periodically, as required, but not more frequently than once per month.

2.1.7 Cost Estimates. Based on design documents, CM shall prepare for the Village's approval a detailed estimate of construction cost, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect. CM shall update and refine this estimate as the Architect prepares each design phase of the Project (DDs, CDs). CM shall advise the Village and the Architect if it appears that the construction cost may exceed the project budget. CM shall make recommendations for corrective action.

2.1.8 Specification Review. The Construction Manager shall review the drawings and specifications as they are being prepared, (solely in its capacity as a Construction Manager and not as a design professional, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Architect in writing upon observing any known features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP).

2.1.8.1 Industry Accepted Practices. The Construction Manager shall provide a thorough interdisciplinary coordination review of the construction drawings and specifications submitted for review to the agency having jurisdiction for plan review and building permits, before Trade Contractor bidding. This review shall be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated.

2.1.9 Schedule for Building Components and Systems. The Construction Manager agrees that time is of the essence in maintaining the project schedule for the Project. In an effort to achieve the project schedule, the Architect will rely upon the input and recommendations of the Construction Manager on lead times and availability of equipment and materials in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.10 Maintenance of Schedule. It is incumbent upon the Construction Manager to advise the Architect of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the Project.

2.1.11 Dividing Project into Trades. CM shall advise on the separation of the Project into subcontracts for various categories of work. If separate contracts are to be awarded, review the drawings and specifications, and make recommendations as required to provide that (1) the work of the separate contractors is coordinated with that of the Trade Contractors, (2) all requirements for the Project have been assigned to the appropriate separate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.1.12 Schedule for Each Trade. CM shall develop a preliminary project Construction Schedule in Primavera P6 format that can be subsequently imported by Microsoft Project, providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. CM shall provide the project Construction Schedule for each set of bidding documents. CM shall develop a plan for the phasing of construction. The CM shall provide each schedule and update in both PDF format and electronic format to the Village at prescribed intervals.

2.1.13 Long Lead Items. CM shall establish a schedule for the purchase of materials and equipment requiring long lead time procurement and coordinate the schedule with the early preparation of portions of the Construction Documents by the Architect. If CM recommends early purchase of long lead items prior to the Village's consideration of the GMP Proposal, the CM shall expedite notice to the Village of the same as the Village will be required to obtain Village Council approval for such purchases whether purchased by the Village directly or by the CM. CM shall expedite and coordinate delivery of these purchases when received. For early construction activities (prior to the Village's consideration of the GMP Proposal) which may assist in expediting the Project (e.g., demolition of structures at the Project site and other Project site preparation activities), the Village Manager is authorized to directly expend without further Village Council approval up to Two Hundred Thousand Dollars (\$200,000) under the Construction Documents for such early construction activities. The Village's Project Manager shall request quotes from the CM for such early construction activities, which quotes should include only those costs as authorized herein for the Cost of the Work along with permissible markups for CM's insurance costs and fee utilizing the stipulated, non-auditable rates to be agreed upon by the parties. Any expenses incurred by CM pursuant to this provision shall be accounted for as part of the overall Project budget for purposes of the GMP Proposal.

2.1.14 Pre-Qualification of Trade Contractors; Competitive Public Bidding Required. CM shall develop procedures which are acceptable to the Village for the prequalification of Trade Contractors, which shall include at least three (3) bids for each category of Trade Contractors. CM shall provide copies of draft bid documents to Village. CM shall review draft bid documents with Village to ascertain that all required contract clauses have been included in draft bid documents. CM shall finalize bid documents after Village review. CM shall develop Trade Contractor interest in the Project, publicly advertise the project in the local newspaper and advertise on relevant trade industry websites and conduct pre-bid conferences with interested bidders to review the documents. CM shall take

competitive bids on the Work (from at least three bidders) of the various Trade Contractors or, if authorized by the Village in writing, negotiate for the performance of that Work. The Construction Manager shall use its best efforts to encourage minority, women owned, and local Trade Contractors to bid on the Project. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. CM shall analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts and prepare for review with the Village and Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of work. Specifically, CM shall review the scope of work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items. CM shall maintain records of all pre-award interviews with apparent low bidders.

2.1.15 The CM shall provide the Construction Documents to the Village for the Village's review. If the Village in its review discovers any deviations between the Construction Documents or other existing Contract Documents, the Village shall promptly notify the CM of such deviations in writing. The failure of the Village to discover any such deviations in its review shall not relieve the CM of the obligation to perform the Work in accordance with the Contract Documents. Such review by the Village is in addition to all agencies having jurisdiction for the Construction Documents review and permitting for the Project.

2.1.16 GMP Submission. Upon agreement of the Village and Construction Manager, the Construction Manager's GMP may be submitted at any time after completion and approval of the design development phase, but in no case later than 45 days after submission of the Construction Documents to the agency having jurisdiction for plans review and permitting. The Construction Manager will develop and provide to the Village a GMP which will include all construction costs, and all other projected costs including without limitation the Construction Manager Fees, the Construction Contingency and General Conditions allowance. The GMP shall set out each anticipated trade contract amount; the Construction Manager's fixed fee; General Conditions reimbursable costs including on-site field staff, and all project related costs, i.e., bonds, personnel, payroll benefit, etc.

2.1.16.1 Assumptions. All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposal, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

2.1.16.2 Maintenance of the Project Budget. In the event that the GMP exceeds the project construction budget, the Village reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Architect to redesign the Project as necessary to maintain the project program and meet the project construction budget as follows:

- a. After consultation with the Village, the Construction Manager shall coordinate and cooperate with the Project Team to alter and redraft the Construction Documents as necessary to accomplish the required reduction in cost.
- b. The Construction Manager shall develop and provide to the Village a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- c. The Construction Manager shall analyze the Architect's originally submitted and as altered and redrafted Construction Documents and make recommendations to the Village as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the project construction budget.

2.1.16.3 Village's Right to Reject GMP. The Village has the right to reject any GMP as originally submitted, or as adjusted. In addition, the Village has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP.

2.1.16.4 Review of Budget, Estimates and GMP. The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and the Village for reasonableness and compatibility with the project construction budget. Meetings and negotiations with the Construction Manager will be held to resolve questions and differences that may occur between the project construction budget and the Construction Manager's construction cost estimate and the corresponding GMP. If indicated by the project construction budget limitations or other circumstances, the Construction Manager shall work with the Village to reach a mutually acceptable GMP.

2.1.17 Acceptance of GMP; Public Construction Bond Required. If the GMP proposal is accepted, in writing, by the Village Council, it will become an amendment to this Contract which will establish the GMP, Contract Time, and Liquidated Damages for that phase of the Work (the "GMP Amendment") for the Project. A "Public Construction Bond and Form of Guarantee" shall be provided by the Construction Manager simultaneously with the GMP Amendment for the Project. CM shall provide a Public Construction Bond pursuant to section 255.05, Florida Statutes ("Bond"), which shall satisfy the following minimum qualifications:

- a. The Bond shall name the Village as the Owner;
- b. The Bond shall be in the amount of 100% of the GMP;
- c. 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.
- d. The Surety Company shall have 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.
- e. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- f. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time of CM's GMP Proposal is provided to the Village.
- g. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- h. 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:
 - (i) 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.
 - (ii) 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.
- i. The Bond shall be in the same format as the bond form set forth in **Exhibit "A"**, which is incorporated herein by reference.
- j. The executed Bond shall be recorded in the Official Records of Palm Beach County by the CM and a certified copy of the recorded Bond provided to the Village prior to the commencement of any Work during the Construction Phase. The Village will not pay for any Work until it has received a certified copy of the recorded Bond.
- k. If the Surety is declared bankrupt, becomes insolvent, its right to do business in the State is terminated or it ceases to meet the requirements set forth above, the CM shall within thirty days after notification by the Surety or the Village substitute another Bond and surety company, at no cost to the Village, meeting the above requirements.

2.2 Construction Phase. Unless otherwise authorized by the Village, all Work shall be performed under trade contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor work or perform such work with its own forces without the prior written consent of the Village. The Construction Manager shall perform the following construction services:

2.2.1 General. CM shall administer the construction phase as provided in the Contract.

2.2.2 Commencement of Work. CM shall commence the Work within 10 days after the latest of the following: (a) receipt of the executed Guaranteed Maximum Price amendment, (b) receipt of all permits necessary to commence the Work and continue without interruption, and (c) “Notice to Proceed” (NTP) from the Village.

2.2.3 Award Trade Contracts. CM shall promptly award and execute trade contracts with approved Trade Contractors. CM shall provide copies of fully executed trade contracts, insurance certificates and, if required, bonds to the Village, when requested. The subcontractor buyout is to be completed within 90 days from NTP and the Contingency reconciled with the savings/overage unless the Construction Manager requests and receives a time extension from the Village.

2.2.4 Management of the Work. CM shall manage, schedule and coordinate the Work, including the work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Village, Architect and Construction Manager in order to complete the Project in accordance with the Village's objectives of cost, time and quality. CM shall develop and maintain a program, acceptable to the Village and Architect, to assure quality control of the construction. CM shall supervise the work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. CM shall provide instructions to each Trade Contractor when its work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specification and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work. Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Village shall be the final judge of performance and acceptability but exercise such discretion reasonably.

2.2.5 CM Staff. CM shall maintain exclusively for the Project a competent full-time staff at the project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the sub-contractors and CM shall provide no less than those personnel during the respective phases of construction that are set forth in an exhibit to the GMP Amendment. The CM shall not change any of those persons unless mutually agreed to by the Village and Construction Manager. In such case, the Village shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the Construction Manager's Proposal and its interview presentation and shall not be removed or replaced without the Village's consent. Upon written notice and with reasonable justification, the Village shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Village. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.

2.2.5.1 On-Site Authority. CM shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. CM shall identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. CM shall make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work. The CM shall maintain at the Project site for the Village one (1) copy of the Contract Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction. Copies of approved Submittals shall be available to the Village in the CM's Procore project database

2.2.6 Project Manual. CM shall establish procedures for coordination among the Village, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work. CM shall implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Coordination Drawings. CM shall require of the various Trade Contractors such coordination drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 Processing of Shop Drawings. In coordination with the Architect, CM shall establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Contract Documents.

2.2.7 Progress Meetings. CM shall schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. CM shall attend team meetings with the Architect and Village.

2.2.8 Schedule Updates. CM shall review the schedule with the various Trade Contractors and review, or expand the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. CM shall regularly monitor and update the project schedule and various sub-networks as construction progresses. CM shall identify potential variances between scheduled and probable completion dates. CM shall review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. CM shall provide summary reports of each monitoring and document all changes in the schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

2.2.9 Management of Trade Contractors. CM shall determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Village and the Architect, CM shall take necessary corrective actions when requirements of a trade contract or a trade contract schedule are not being met.

2.2.10 Village Furnished Material. Whenever Village-Furnished Contractor-Installed (VFCI) materials or equipment are shipped to the project site, the parties shall follow the process set forth in the Special Conditions of the Contract Documents. The CM shall be responsible for all such VFCI material or equipment until final completion of the Project including any repairs, replacements, and/or warranty issues.

2.2.11 Cost Control. CM shall develop and maintain an effective system of project cost control which is satisfactory to the Village and shall include monthly reports as a prerequisite to processing payment applications. CM shall revise and refine the initially approved project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. CM shall identify variances between actual and budgeted or estimated costs and advise Village and Architect whenever projected costs exceed budgets or estimates. Cost control reports shall be included as part of the monthly project report outlined herein.

2.2.12 Records. CM shall maintain a consistent and accurate accounting system. The Construction Manager shall preserve all accounting records for a period of five (5) years after final payment of the Work or as otherwise requested in writing by the Village. Subject to the limitations on auditing of stipulated rates or fixed percentages set forth in the contract, the Village shall have access to all such accounting records at any time during the performance of the Work and for a period of five (5) years after final payment of the Work.

2.2.13 CHANGE ORDER REQUESTED BY VILLAGE THAT CHANGES CONSTRUCTION COST.

2.2.13.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Construction Cost (or will use an applicable contingency) and said addition and/or revision is requested by the Village, the CM shall complete the Change Order form (attached as **Exhibit "B"** hereto and incorporated by reference), execute the form, and submit the form to the Village Project Manager with all supporting documentation attached including but not limited to all necessary permitting information, drawings, and specifications. The supporting

documentation shall include any price quote(s) or other documentation establishing the increase in the Construction Cost (or will use an applicable contingency) and any related extension of the Construction Schedule), including but not limited to, the cost of the additional Work and/or revised Work and the CM's Fee (if applicable) consistent with the requirements of the Contract Documents.

2.2.13.2 Upon receipt of the completed and executed Change Order form from the CM, the Village will review the same and either deny the Change Order or process the Change Order for approval. **The Village will send a written notice to the CM within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

2.2.13.3 If the Change Order is denied, the Village will specify in the written notice to the CM any alleged deficiencies in the Change Order and the actions necessary for the CM to remedy the same. If the Village timely notifies the CM that a Change Order is denied (or the Change Order form submitted by the CM otherwise fails to conform to all statutory requirements or the requirements set forth herein), the CM may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Village's written notice of approval or denial will start anew.

2.2.13.4 If the Change Order is approved, the CM shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment consistent with the Contract Documents.

2.2.13.5 If the Village fails to provide a timely written notice to the CM as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the CM as required by statute and the Contract Documents, the Change Order will be deemed approved and the CM shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

2.2.13.6 The CM shall submit the completed and executed Change Order form to the Village's Project Manager by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in the Contract Documents.

2.2.13.7 The Village shall send the Village's written notice required in this paragraph to the CM's representative by: (1) email (with delivery and read receipt requested and delivery receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth in the Contract Documents.

2.2.13.8 All Change Proposals or Change Orders for only an increase in the Construction Schedule or CM initiated Change Order shall be handled in accordance with the General Conditions (as may be revised by the Special Conditions). All CM proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the Village's Project Manager, Architect, and the CM. However, all Change Orders shall include the following language:

The CM and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER. By approving this Change Order, the CM releases any and all claims that it may have against the Village under the subject Contract Documents 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 Village prior to the effective date of this CHANGE ORDER.

2.2.14 **Change Order Cost Estimates.** For all Change Orders, when requested by the Village, CM shall promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates

from the Trade Contractors. If directed by the Village, CM shall promptly secure formal written Change Order proposals from such Trade Contractors.

2.2.15 CM Safety Programs. CM shall be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program.

2.2.15.1 Notice of Safety Issues. CM shall promptly notify the Village and, where applicable, the Village's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the project site.

2.2.15.2 Safety Meetings. At progress meetings with Trade Contractors, CM shall conduct a review of job safety and accident prevention and prepare minutes of such meetings that will be available to the Village's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Village's Insurance Administrator, where applicable, upon request.

2.2.16 Security. CM shall make provisions for project security reasonably acceptable to the Village, to protect the project site and materials stored off-site, or on-site, against theft, vandalism, weather, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.17 Monthly Progress Reports. CM shall record the progress of the Project. CM shall submit written monthly progress reports to the Village and the Architect including information on the Trade Contractors' work, the percentage of completion, current estimating, computerized updated monthly "Critical Path Method" scheduling and project accounting reports, including estimated time to completion and estimated cost to complete. CM shall keep a daily log available to the Village and the Architect. The monthly report and daily logs shall be provided to the Village via Procore. CM shall report and record such additional information related to construction as may be requested by the Village.

2.2.18 Hazardous Materials Disposal. The Construction Manager shall be responsible for the coordination of removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Handling and removal will be performed, if necessary, under separate contract with Village. However, hazardous material, described by federal guidelines brought onsite by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the Construction Documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

2.2.19 Funding Agreements. Construction Manager shall comply with all requirements of funding agreements which apply to all or a part of the Work including preparing such reports and making such certifications and representations as may be required by Village or required by a funding agency for the project. Village will cooperate with Construction Manager in identifying any applicable funding agency requirements and provide Construction Manager with an opportunity to review the same to determine any impact on the Project budget prior to Village agreeing to a funding agreement.

2.2.20 Ownership of Documents. The Construction Documents prepared for the Village under the Contract Documents shall become the property of the Village upon the early termination of the Contract Documents or final completion of the Project so long as the CM has been paid all amounts that are due per the terms of the Contract Documents. After termination or final completion of the Project, the CM may keep copies or samples thereof and shall have the right to use the same at its sole risk. The Village accepts sole responsibility for its reuse of any Construction Documents.

ARTICLE 3

ADDITIONAL SERVICES

Upon the mutual agreement of the Village and the Construction Manager, and upon written authorization from the Village, the Construction Manager shall provide additional services which are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by a fee to be negotiated by the Village and the Construction Manager at the time of the additional service request.

ARTICLE 4

VILLAGE'S RESPONSIBILITIES

4.1 Village's Representative. The Village will designate a representative to act on its behalf (the Village's Representative or Project Manager) for the Project. This representative, or his/her designee, will receive progress reports of the Work, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Village in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

4.2 Inspector. The Village may retain or require the Construction Manager to retain a "threshold building" special inspector, if required by Chapter 553, Florida Statutes. All services provided by the special inspector shall be paid by the Construction Manager.

4.3 Review of CM Deliverables. The Village will review and approve or take other appropriate action on the Construction Manager's preconstruction deliverables within a reasonable time.

ARTICLE 5

SCHEDULE

5.1 Preconstruction Phase. The Construction Manager shall submit the pre-construction reports required under Article 2 hereof within 14 days following completion of each applicable design phase and the Guaranteed Maximum Price proposal within 45 days after the Construction Documents have been made available to the Construction Manager.

5.2 Construction Phase. The number of days for performance of the Work under the construction phase of the Project shall be established in the Guaranteed Maximum Price Amendment to this Contract.

5.3 Critical Dates Established. At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 6, a project substantial completion date, a project final completion date and a Village occupancy date in accordance with the Master Project Schedule, shall also be established by the Construction Team for the Project. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Village occupancy date for the Project. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved Master Project Schedule will result in substantial damages to the Village. Liquidated Damages as provided for in the GMP Amendment shall be assessed at a rate to be agreed upon by the parties in the GMP Amendment, and after a specified grace period of thirty (30) days.

5.4 Acceleration of Schedule. In the event the Village desires to accelerate the schedule for any portion of the Work, the Village shall notify the Construction Manager in writing. As soon as possible but not later than 21 days after the Village request, the Construction Manager shall give the Village a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. Subject to limitations required to perform the Work in a manner consistent with applicable safety standards and regulations, the Village may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work

such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved change order. In such event the Village shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price or adjust the GMP if said acceleration would cause the Cost of the Work to exceed the same. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Village's approval of such records.

5.5 Use or Occupancy Ahead of Schedule. Subject to approval of applicable insurance carriers, the Village shall have the right to occupy, or use, any portion of the Work ahead of schedule. If use or occupancy ahead of schedule affects the cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Village in writing and the use or occupancy will be treated as a change to the Work in accordance with Article 9 herein.

ARTICLE 6

GUARANTEED MAXIMUM PRICE

6.1 GMP. The GMP includes the Cost of the Work required by the Contract as defined in Article 8 of this Contract, and the Construction Manager's lump sum fee as defined in Paragraph 6.4 of this Contract. The GMP for the Project will be established based on Construction Documents prepared by the Architect. The GMP is subject to modification for Village changes in the Work as provided in Article 9, herein.

6.2 Taxes. The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 Construction Contingency. In addition to the Cost of Work, the GMP will include an agreed upon sum as the Construction Contingency which is included for use by the Construction Manager for the purpose of defraying the expenses due to unforeseen circumstances relating to construction that could not reasonably have been anticipated. The amount of the Construction Contingency will be set in the GMP Amendment. The Construction Manager will be required to furnish documentation reasonably evidencing expenditures charged to this Contingency prior to the release of funds by the Village. Documentation for use of the Contingency shall be reasonably determined by the Village. If trade contracts are executed below the applicable line items in the GMP (e.g. buyout savings), the surplus will be added to the Contingency. If trade contracts are above the applicable line items in the GMP, the deficiency will be aggregated against buyout savings from other line items within the GMP. If a deficiency remains, it may be taken from the Contingency, however such events shall not be cause to increase the GMP. The Contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including without limitation (1) documented scope gaps between trade contractors unless work is shown on drawings, (2) contract default by trade contractors, (3) reconciliation of allowances and sales tax savings estimate, (4) unforeseen field conditions, and (5) unforeseeable material escalation costs. Except to the extent of "first cost" expenses that are the responsibility of the Village (i.e., elements of Work that were excluded from the design of the Project by an error or omission), the Contingency shall not be used for errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Construction Manager may perform that portion of the Work if agreed to by Village or may negotiate for its performance for the specified line item lump sum amount or less.

6.4 Village Contingency. In addition to the Construction Contingency, the GMP will include an agreed upon sum as a Village Contingency which is included for use solely by the Village for the purpose of defraying expenses due to unforeseen circumstances, design changes, cost overruns on allowance items (if any), escalation costs, funding of Change Orders, Construction Change Directives or other additions or modifications to the Work called for in this Contract. The amount of the Village Contingency will be set in the GMP Amendment.

6.5 To the extent that any portion of the Construction Contingency or Village Contingency remains unallocated on the date of Final Completion of the Project and after the issuance of Final Payment for the Project, the remaining, unused portions shall belong to the Village.

6.6 CM Fee. Construction Manager's Fee during the Construction Phase will be agreed upon in the GMP Amendment as a fixed percentage to be applied, and paid in addition to, the reimbursable Cost of the Work set forth in Article 8, and will include only the following categories of expenses:

6.6.1 The cost of its home or branch office employees or consultants not at the project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

6.6.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

6.6.3 General operating expenses of the Construction Manager's principal and branch offices, other than the field office.

6.6.4 Construction Manager's capital expenses.

6.6.5 Overhead and profit.

6.6.6 All costs for computers, networks, wiring of networks, printers, support, software including project management software system for the Project, e.g., Pro-Log, including fees to have the Architect, the Village and Subcontractors part of the system.

6.6.7 Travel and per diem costs of Construction Manager's employees and consultants if calculated in accordance with section 112.061, Florida Statutes.

6.6.8 Expenses such as internet service fees, long distance telephone calls, telephone, water, and electrical service at the Construction Manager's field office at the site, postage, office supplies, expressage, and similar items in connection with the Work.

6.6.9 Cost of equipment such as field office tablets, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, cell phones, trailers, vehicles and furniture used, purchased or rented by the Construction Manager, including costs of installation, permits, installation of utilities, utility consumption charges, mobilization, storage and demobilization.

6.6.10 All costs for water for office personnel, coffee and other provisions for office complex, lunches for meetings and miscellaneous jobsite expenses.

6.6.11 All costs for Construction Manager staff, Architect staff, Village's Representative's staff and visitors for hardhats, vests, and safety glasses.

6.6.12 Direct project overhead incurred at the jobsite for control, supervision and administration of the Work that is not otherwise a Cost of the Work.

6.6.13 All costs for weekly cleaning the Construction Manager site office complex as well as the site office complex of Architect and other consultants.

The Stipulated rate for Construction Manager's Fee is exclusive of Construction Manager's bond costs and insurance costs which shall be billed at the stipulated rates set forth in Article 8.

6.7 Payment Requests. Request for compensation for the CM Fee shall be submitted with such detail as the parties agree in the approved Schedule of Values for the Construction Phase. However, the CM Fee will be treated as a lump sum or fixed percentage amount within the GMP and administered accordingly such that Construction Manager will not be required to submit detailed backup documentation to for the expenses incurred by Construction Manager within the CM Fee.

6.8 Certification. By submitting payment requests to Village, the Construction Manager certifies that all costs supporting the fees allowable under this Contract are accurate, complete and current at the time of submission; and that any other costs that may be furnished to the Village in the future to support any additional fees that may be authorized will also be accurate, complete, reasonable. The fees allowable under this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any sums by which the Village determines the fee was increased due to inaccurate, incomplete, or non-current costs.

6.9 No Inconsistent Positions. The Construction Manager's role in providing preconstruction services has allowed/caused the Construction Manager to formulate positions with respect to specific scope of work and contract interpretation issues. In that the Construction Manager is familiar with aspects of the scope of work and the Contract for the Project during the preconstruction phase, the Construction Manager agrees not to request an increase in the GMP for any substantially similar issue based upon a theory of recovery which is inconsistent with written advice or consultation previously discussed pursuant to the aforesaid preconstruction services. Notwithstanding the foregoing, it is agreed that the Construction Manager shall not be responsible for errors or omissions in the Contract Documents, which are the responsibility of the Architect.

6.10 GMP Adjustments. Adjustments to the GMP will be made as described in the General Conditions to the Contract.

6.11 No Overhead and Profit on Village Contingency. When summarizing the cost of the GMP, the Construction Manager Fee multiplier and the multipliers for liability insurance, builder's risk insurance and bond shall not be calculated on the Village Contingency, nor will the Construction Manager be due any additional overhead and profit on the use of the Village Contingency except as provided for in a Change Order agreed upon by the parties.

6.12 Cost Savings. All cost savings for the not-to-exceed value of the GMP shall be returned to the Village as part of the net aggregate savings established when final accounting is submitted upon final completion of the Work, or at such earlier time as agreed to by the Village and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the GMP (as may be amended), the Construction Contingency balance and the actual expenditures representing the "Cost of the Work" as defined in Article 8 herein. Liquidated Damages, if any, are different from, and are not a part of, this calculation.

6.13 Subcontractor Incentive. The CM may propose in the GMP Amendment certain Subcontractor incentives for the Subcontractors to complete their work under budget and prior to the scheduled date for completion. Such incentives will be negotiated with the Village as part of the GMP Amendment.

ARTICLE 7

PAYMENTS TO CONSTRUCTION MANAGER

7.0 Payments. In consideration of the performance of the Contract, the Village agrees to pay the Construction Manager, as compensation for its services an amount as set forth below:

7.1 Pre-Construction. For preconstruction services, the Village shall pay Construction Manager the fixed, not to exceed amount of Sixty-Five Thousand Dollars (\$65,000.00) ("Preconstruction Services Fee") to be paid by the Village in installments at the satisfactory completion of the following phases:

100% Schematic Design	\$7,500
100% Design Development	\$15,000
100% Construction Documents (inclusive of GMP Proposal)	\$42,500

It is agreed and acknowledged that the Preconstruction Services Fee shall not be part of, and will be in addition to, the GMP. No retainage shall be withheld from the Village's payment of Preconstruction Services Fee.

7.2 Construction. Upon acceptance of the GMP for the Project, the amount established in the GMP Amendment to this Contract, which includes the "Construction Manager's Fee" as described in Paragraph 6.4 and the "Cost of the Work" as described in Article 8, is to be paid monthly as described in the Contract. With its first application for payment, Construction Manager shall be entitled to bill, and be reimbursed for, the full amount of its liability insurance, builder's risk insurance and bond costs at the rates set forth in Article 8 or agreed upon in the GMP Amendment, with no retainage withheld on the same. The Construction Manager's Fee will be paid each month proportionally on a percent complete basis of the Work in place that month, less retainage in an amount equal to five percent (5%) of thirty percent (30%) of the Construction Manager's Fee, which the parties agree is the proportionate amount of the Construction Manager's Fee attributable to Construction Manager's overhead and profit and that does not constitute a direct Project cost (i.e. general conditions/general requirements expense).

7.3 Payment of Trade Contractors. Construction Manager shall provide Trade Contractors hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice. As required by section 218.735, Florida Statutes, within ten (10) working days from receipt of payment from the Village, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner consistent with Florida Statutes.

7.4 Pay Applications. Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions of the Contract and submitted in detail sufficient for a proper audit thereof.

ARTICLE 8

COST OF THE WORK

8.1 Definition. The term "Cost of the Work" shall mean costs including "general conditions" costs, incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager, which are not included in Paragraph 6.4, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" as used herein shall include the straight time and overtime pay and the cost of associated employee benefit, all of which shall be included within the stipulated rates agreed to by Construction Manager and the Village in the GMP Amendment. Employee benefits include, but are not limited to, unemployment compensation, social security, incentive compensation, profit sharing, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager.

8.2 Cost Items. Cost of the Work includes and is limited to actual expenditure (or stipulated rates or fixed percentages where applicable) for the following cost items:

8.2.1 Subject to prior approval by the Village, wages paid for labor in the direct employ of the Construction Manager, other than those provided under Paragraph 6.4 herein as a part of the Construction Manager's Fee, in the performance of the Work.

8.2.2 The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof. At the Village's sole discretion, the Village may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their work performed pursuant to trade contracts with the Construction Manager. Construction Manager shall ensure that the value of each Trade Contractor's subcontract includes the costs associated with providing Trade Contractor payment and performance bonds. In lieu of requiring a Trade Contractor to provide a payment and performance bond, the CM may enroll Trade Contractors who are deemed qualified into the CM's Subcontractor Default Insurance program ("SDI"). The Village and the CM agree that the expense of enrolling a subcontractor into SDI will be calculated utilizing a stipulated, non-auditable rate; however, the amount of the rate and the application of the same will be addressed in the Design-Build Amendment. CM's SDI Costs (if any) shall be set forth in the Design-Build Amendment and included within the GMP.

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Village. The stipulated rates for insurance and bond costs are as follows:

- Bond Costs: One and five hundredths of a percent (1.05%) of the GMP;
- Insurance costs (all coverage other than Builders Risk) one and three tenths of a percent of the GMP (1.30%); and
- Builders Risk Insurance: To be agreed upon in the GMP Amendment.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal, not including Construction Manager's office trailers.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Village, legal costs reasonably and properly resulting from prosecution of the Work for the Village; provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Village or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage, not including Construction Manager's office trailers.

8.2.11 Cost of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

8.2.12 Cost of watchmen or similar security services.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

8.2.14 Cost of preparation of shop drawings, coordination plans, or as-built documents not included in trade contracts.

8.2.15 All costs for reproduction of documents to directly benefit the Work.

8.2.16 Costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 6.4, herein.

8.2.17 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities not owned by the workmen which are employed or consumed in the performance of the Work, not including job site offices.

8.2.18 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, not including job site office equipment.

8.2.19 Costs associated with setting up and demobilizing tool sheds, temporary fences, temporary roads, and temporary fire protection.

8.2.20 Costs associated with conducting any field testing of materials and equipment which Construction Manager is obligated to perform under the Contract Documents.

8.2.21 Costs for signage used on the Project, including without limitation, the signage required by Section 76.1 of the General Conditions.

8.2.22 Costs of fees associated with providing all permits that Construction Manager is obligated to obtain pursuant to Section 15.1 of the General Conditions.

8.3 Defective Work. No costs shall be paid to the Construction Manager for any expense related to correcting defective workmanship or work not in conformance with the Construction Documents, except in circumstances where the Construction Manager makes a reasoned decision that it is time-critical and more cost-effective to perform the corrective work than to obtain correction from the Subcontractor or other party responsible for the defect, in which case Construction Manager may submit for reimbursement of said costs to the extent there are funds available in the Construction Contingency.

8.4 Costs Not Reimbursable. Except as otherwise expressly approved by the Village or otherwise permitted under the Contract Documents, costs, expenses, and fees Construction Manager incurs in connection with the following will not be Cost of the Work, and no payment will be made by Village in connection therewith:

1. Home and branch office overhead and general expenses of Construction Manager, except as may be expressly included as a Cost of the Work in accordance with Section 8.2;
2. Expenses (including interest) of Construction Manager's capital employed for the Project;

3. Professional or business licenses of Construction Manager or any Subcontractor;
4. Except as directly applicable for performance of the Work hereunder, amounts required to be paid by Construction Manager for federal, state or local income or franchise taxes, sales, use, or gross receipts tax, payroll taxes and state, county and municipal taxes, and fees;
5. Except to the extent there are available funds in the Construction Contingency, cost of repairing or replacing damaged Work that is caused by Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable;
6. Except to the extent there are available funds in the Construction Contingency, costs to repair or replace defective Work resulting from the failure of Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable to perform the Work in accordance with the Contract Documents;
7. Costs of warranty Work;
8. Any additional premiums for payment and performance bonds obtained by Trade Contractors beyond those expenses included in the value of each subcontract as provided in Article 8 above, unless otherwise approved by the Village;
9. Costs incurred to the extent that such costs result in the GMP being exceeded;
10. Costs to persuade employees to join, or not to join, any trade union or other association of organized labor or political activity;
11. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal offices or other than the site office, except as part of Construction Manager's Fee;
12. Any other costs or expenses not specifically included as a Cost of the Work under Section 8.2 hereof; and
13. Any and all costs that are duplicative of those set forth in Section 6.4.
14. Negligently caused damage caused by the CM or Subcontractor to completed or partially completed the Work or to property of the Village or separate contractors. Notwithstanding the foregoing, and subject to the availability of the Construction Contingency, the CM may utilize the Construction Contingency to cover costs that would otherwise be precluded by this subsection while pursuing a recovery from a Subcontractor or its insurance carrier.

8.5 Cost Recovery. Whenever Construction Manager has been paid, as a Cost of the Work, amounts that are recoverable from any other source (e.g., a Subcontractor, its insurer or other third parties), Construction Manager must diligently pursue such recovery and must credit the Village with any amounts actually recovered (less Construction Manager's attorneys' fees and other costs of collection).

8.6 Credits against Costs. The Village will be entitled to a credit for all unused equipment and materials for which Construction Manager has been compensated as a Cost of the Work for the greater of (a) the market value of the unused equipment and materials (in Palm Beach County, Florida) or (b) the salvage value of such equipment or materials, unless the Village elects by providing Construction Manager notice of Village's intent to retain such unused equipment and materials. With respect to any equipment rented to the Project for which Village has paid as a Cost of the Work, an amount equal to the market value of such equipment, Village will be entitled to a credit for the greater of (a) depreciated market value of the equipment (in Palm Beach County, Florida) following completion of its use on the Project or (b) the salvage value of such equipment.

ARTICLE 9

CHANGES IN THE WORK

The Village, without invalidating this Contract, may order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no changes in the Work without the prior written approval of the Village.

ARTICLE 10 **DISCOUNTS**

All quantity discounts shall accrue to the Village. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Village.

ARTICLE 11 **INSURANCE**

The Construction Manager shall provide insurance as required by the General Conditions of the Contract and, as required and further described in the General Conditions, name the Village as an additional insured.

ARTICLE 12 **PERIOD OF SERVICE**

The period of service and contract term shall commence upon the approval and execution of this Contract by both parties and continue until completion of all phases of the Work for the Project, unless otherwise terminated as provided for in the Contract.

ARTICLE 13 **INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Village contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Construction Manager, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the Village and receiving Village funds shall fully cooperate with the Inspector General including receiving access to records relating to any bid, proposal, or any resulting contract. Subject only to the Office of the Inspector General's right to audit pursuant to the Palm Beach County Code, the Village and Construction Manager agree that expenses set forth in the Contract as stipulated rate or an agreed upon percentage shall not be subject to audit other than to verify that the rates or percentages have been properly applied.

ARTICLE 14 **SCRUTINIZED COMPANIES**

CM 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 CM or any of its Subcontractors are found to have submitted a false certification; or if the CM 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.

14.2 If this Agreement is for one million dollars or more, the CM 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 Contract at its sole option if the CM, or any of its Subcontractors are found to have submitted a false certification; or if the CM or any of its Subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, related to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

14.3 The CM agrees to observe the above requirements for applicable subcontractors entered into for the performance of work under this Contract.

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

14.5 The CM agrees that if it or any of its Subcontractors' status changes in regards to any certification herein, the CM shall immediately notify the Village of the same.

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

ARTICLE 15 **NON-DISCRIMINATION**

The Village is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Construction Manager represents and warrants that it will not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for subconsultants, 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 Village's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification, or debarment of the Construction Manager from participating in Village contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

ARTICLE 16 **MISCELLANEOUS**

16.1 Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Contract held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

16.2 Headings: The headings of the articles, sections or paragraphs of this Contract and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

16.3 Waiver: No waiver of any of the terms or conditions of the Contract Documents shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any

term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in the Contract Documents.

16.4 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, claim, or proceeding related to or arising from the Contract Documents, including without limitation, any counterclaim.

16.5 Counterparts and Digital Execution: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. The Village and CM may digitally execute this Contract.

16.6 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

16.7 Survivability: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

16.8 E-Verify:

16.8.1 Pursuant to section 448.095(2), Florida Statutes, the CM shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (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.
- b. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Contract) stating that the Subcontractor does not employ, Contract with, or other contractor with an "unauthorized alien".
- c. Maintain copies of all Subcontractor affidavits for the duration of this Contract and provide the same to the Village upon request.
- d. Comply fully, and ensure all of its Subcontractors comply fully, with section 448.095, Florida Statutes.
- e. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and,
- f. Be aware that if the Village terminates this Contract under Section 448.095(2)(c), Florida Statutes, CM may not be awarded a contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Contract.

16.9 Compliance with Section 787.06: By signing this Contract before a notary public and taking an oath under the penalty of perjury, the CM attests and warrants that the CM does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

16.10 Authority. By signing below, CM's signee has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, CM hereby represents to the Village that it has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

16.11 Conflict of Interest: The CM 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 section 112.311, Florida Statutes. The CM further represents that no person having any such conflicting interest shall be employed for said performance. The CM shall promptly notify the Village's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or

other circumstance which may influence or appear to influence the CM's judgment or quality of services provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CM may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the CM. The Village agrees to notify the CM of its opinion within thirty (30) days of receipt of notification by the CM. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CM, the Village shall so state in the notification and the CM 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 Village by the CM under the terms of this Contract.

16.12 Status as an Independent Contractor: The status of the CM under the Contract Documents is that of an independent contractor. Nothing in the Design-Build Documents shall create or be construed as creating a partnership or joint venture between the Village and the CM. The CM does not have the power or authority to bind the Village in any promise, Contract Documents or representation other than as specifically provided for in this Contract (if any).

16.13 No Third-Party Beneficiary. No provision of the Contract Documents 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 Contract including, but not limited to, any employees, Subcontractors, or consultants of the CM or Architect and/or Village.

16.14 The CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Village shall have the right to terminate the Contract without liability and at its sole discretion, to deduct from the Pre-Construction Services Fee and/or GMP, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

16.15 The CM 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 to a public entity; may not submit a bid, proposal, or reply to a solicitation with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor 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. CM will advise the Village immediately if it becomes aware of any violation of this statute.

16.16 PUBLIC RECORDS. The CM shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

16.15.2 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.

16.15.3 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 CM does not transfer the records to the Village.

16.15.4 Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of CM or keep and maintain public records required by the Village to perform the service. If CM transfers all public records to the Village upon completion of the Contract, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CM keeps and maintains public records upon completion of the Contract, CM 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 CM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL SENT TO THE PALM SPRINGS VILLAGE, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

16.16 Nothing in this Contract or the other Contract Documents shall be construed as a waiver by the Village of any rights of sovereign immunity or consent to be sued.

16.17 The Village will not be imputed with knowledge of any fact, matter or thing unless that fact, matter or thing is within the actual knowledge of those of its employees, workers or agents (including the Village Project Manager and Village Representatives) who have responsibilities or would be expected to supervise or monitor the performance of the CM, CM's obligations hereunder, or any material aspect of the Project.

16.18 The CM will not be imputed with knowledge of any fact, matter or thing unless that fact, matter or thing is within the actual knowledge of those of its agents, employees, or workers (including the Architect and other Subcontractors) who have responsibilities or would be expected to supervise or monitor the CM, the performance of the CM's obligations under the Contract Documents, or any material aspect of the Project.

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IN WITNESS WHEREOF, Village and Construction Manager have signed this Contract on the dates set forth below with the Effective Date being the date signed by the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

Kimberly Wynn, Village Clerk

DATE: _____

Approved as to form and legal sufficiency:

Christy Goddeau, Village Attorney

CONTRACTOR: KAUFMAN LYNN CONSTRUCTION, INC.,

By: _____
Print Name: _____
Title: _____

[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 _____, as the _____ [title] of **KAUFMAN LYNN CONSTRUCTION, INC.**, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **KAUFMAN LYNN CONSTRUCTION, INC.**, to the same.

Notary Public Signature

[Notary Seal]

CONTRACT EXHIBIT "A"
PUBLIC CONSTRUCTION BOND

Prepared by and return to:

PUBLIC CONSTRUCTION BOND
(Pursuant to sec. 255.05, Florida Statutes)

Surety Bond No. _____

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

PRINCIPAL/CONTRACTOR:

Name:

[Principal Business Address]

Telephone Number:

SURETY:

Name:

[Principal Business Address]

Telephone Number:

OWNER:

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

CONTRACT:

Date:

Amount:

Description (Name and Location):

BOND:

Date (Not earlier than Contract Date):

Amount:

This Bond is issued in favor of the _____, as Owner and Obligee, and conditioned on the full and faithful performance of the Contract.

1. Principal/Contractor has entered into a contract with _____ for the project generally identified as the "_____" ("Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits, and incorporated documents (hereinafter, collectively, the "Contract Documents") is incorporated by reference and made a part hereof in its entirety.

2. Principal and Surety are bound to the Owner and Obligee in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally.

3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

b. In accordance with Section 255.05, Florida Statutes, promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract Documents; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including all trial and appellate proceedings, that the Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

If the Owner declares Contractor in default, the Owner shall notify the Surety if the Owner seeks the Surety to complete the project in accordance with the Contract Documents and the Surety may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents.

4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes do not affect Surety's obligation under this bond and Surety waives notice of such changes. Any increase in the Contract Amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Principal/Contractor shall be responsible for notification to Surety of all changes to the Contract Amount. The Owner reserves the right to request an addendum or rider to this Bond for any increase in the Contract Amount, and if requested the same shall be provided by the Principal/Contractor and Surety. If the Contract Amount is increased above **twenty-five percent (25%)**, the Principal/Contractor shall promptly obtain an addendum or rider from the Surety for the increased Contract Amount and record the same in the official records. A copy of the recorded addendum or rider shall be provided to the Owner.

5. Principal and Surety expressly acknowledge and agree to be bound by all terms and conditions of the Contract Documents related to liquidated, delay, and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract Documents. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against the Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary (if any). Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.

6. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

7. Any action brought under this instrument shall be brought exclusively in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this _____ day of _____, 2025.

Witness
Address: _____

Principal

Title

(Corporate Seal)

Witness
Address: _____

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department’s most current list (Federal Register) during construction, guarantee, and warranty periods, and be authorized to transact business in the State of Florida.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED.

CONTRACT EXHIBIT "B"
CHANGE ORDER FORM

(Addition or Revision to Work Requested by Village that increases Price)

Project Number: _____ **Contractor:** _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Change Order Number: _____

Change Order Effective Date: _____ [TO BE COMPLETED BY VILLAGE]

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Contract Time: _____ (work days)

Existing Purchase Order / Work Order Number: _____ (if applicable)

Description of Change as requested by Owner:

Price of Original Contract: \$ _____

Current Price of Contract (including prior Change Orders): \$ _____

Price of Current Change Order: \$ _____

New Contract Price: \$ _____

Basis of Price Change: ____ Unit Price ____ Time & Material ____ Lump Sum

Contract Time Change: ____ No Change ____ Extended ____ Decreased by ____ work days

*** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.**

(Increases in Unit Prices should be identified in the table below).

1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1					
2					
3					
4					
5					

The CM and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the CM releases any and all claims that it may have against the Village under the subject Contract Documents 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 Village prior to the effective date of this CHANGE ORDER.

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 last page of this Change Order).

Reviewed and Accepted by CM: _____
(CM's Name)

CM Representative (Signature) Title Date

VILLAGE: Based on the foregoing and the attached supporting documentation, the Village's Project Manager recommends the proposed Change Order for submission to the Village Council or Village Manager.

Recommended for approval by: _____
_____, Director Date _____

IN WITNESS WHEREOF, the Village has approved this Change Order No. ____ to the
____ Project on _____, 20__.

VILLAGE OF PALM SPRINGS

ATTEST:

By: _____
Bev Smith, Mayor*

By: _____,
Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____

**Village Manager is authorized to execute Change Order(s) not exceeding \$50,000 (cumulatively) unless otherwise authorized by the Contract Documents or the Village's Procurement Code.*

Attachments to Change Order
(Contractor shall attach all supporting documentation)

VILLAGE OF PALM SPRINGS

CONSTRUCTION MANAGER AT RISK SERVICES

CONTRACT CONDITIONS

GENERAL CONDITIONS

**GENERAL CONDITIONS
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APPENDIX A

GENERAL CONDITIONS

GC 1 EFFECTIVE DATE/ENTIRE AGREEMENT

1.1 This Contract is expressly contingent upon the approval of the Village of Palm Springs Council and shall become effective only when signed by all parties and upon the approval of the Village of Palm Springs Council.

1.2 This Contract (which consists of the Contract Documents and the Construction Documents) embodies the entire agreement between the Village and the Construction Manager and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

GC 2 INDEPENDENT CONTRACTOR

2.1 Construction Manager represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work.

2.2 Construction Manager shall act as an independent contractor and not as the agent of the Village in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Construction Manager shall create any contractual relationship between any such supplier or subcontractor and Village. Construction Manager shall perform all Work in accordance with its own methods subject to compliance with the Contract. Construction Manager represents that all subcontractors' agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Village is an intended express third-party beneficiary of any such subcontract.

2.3 Except as specifically and expressly provided for herein, no provision of this Contract 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 Contract.

GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Construction Manager shall designate a competent, authorized representative acceptable to the Village to represent and act for Construction Manager and shall inform the Village in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Construction Manager and shall specify any and all limitations of such authority ("CM's Authorized Representative"). At the Preconstruction Conference, Construction Manager shall provide resumes of key personnel for Village's approval. Construction Manager shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Village shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Village will designate an authorized representative who will have limited authority to act for the Village. The Village will notify the Construction Manager in writing of the name of such representative(s) ("Village's Authorized Representative"). The Village's Authorized Representative will be a member of the Village's Public Service Department. Facility Users (as that term is defined in SC2 of the Special Conditions) are not authorized Village representatives. Any work performed by the Construction Manager without proper authorization or at the sole direction of a User, is performed at the Construction Manager's risk, and the Village shall have no obligation to compensate the Construction Manager for such work. The Village has the right to assign various responsibilities of the Village to the Village's Architect/Engineer of Record and can do so at any time during the duration of this Contract with written notice to the Construction Manager. The Construction Manager agrees to cooperate with Village's Architect/Engineer.

3.2 The Construction Manager's Authorized Representative, qualifying agents, project managers, superintendents and supervisors are all subject to prior and continuous approval of the Village. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason,

or no reason at all, unacceptable to the Village, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Village at no additional cost to the Village.

GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite or by certified mail to that party at the addresses shown below:

OWNER: VILLAGE OF PALM SPRINGS
226 Cypress Lane
Palm Springs, FL 33461- 1604
Attn: Kim Wynn, Village Clerk

With copy to:

Torcivia, Donlon, Goddeau &
Rubin, P.A.
Attn: Christy Goddeau
Via email only:
Christy@torcivialaw.com

CONSTRUCTION MANAGER: Kaufman Lynn Construction, Inc.
3185 S. Congress Avenue
Delray Beach, Fl 33445

ARCHITECT/ENGINEER OF RECORD:

4.2 These addresses may be changed by either of the parties by written notice to the other.

GC 5 LAWS AND REGULATIONS

5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Village in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Village as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.

5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to Village who will issue such instructions as may be necessary.

5.4 However, it shall not be grounds for a change order that the Construction Manager was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

5.5 Except to the extent Construction Manager is expressly entitled to relief elsewhere in the Contract Documents Village shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency.

GC 6 STANDARDS AND CODES

6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is

solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Village will determine which shall govern. Construction Manager acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the Work has been completed in accordance with the Contract.

GC 7 CODE RELATED INSPECTIONS

7.1 The Construction Manager recognizes that the Village of Palm Springs Department of Planning, Zoning, and Building (PZ&B) is a separate department within the Village that is charged with the inspection of improvements to real property for code compliance. If the improvements to be made by the Construction Manager pursuant to this Contract will be subject to inspection by PZ&B, the Construction Manager agrees that it will not assert, as a Village caused delay or as a defense of any delay on the part of the Construction Manager, any good faith action or series of actions on the part of PZ&B, including, but not limited to PZ&B's refusal to accept any portion of the Construction Manager's Work.

GC 8 GOVERNING LAW

8.1 The Contract Documents shall be governed by the laws of the State of Florida and venue of any action shall be exclusively in Palm Beach County, Florida.

GC 9 RIGHTS AND REMEDIES; NO THIRD-PARTY BENEFICIARIES

9.1 The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or in equity or by statute or otherwise.

9.2 Except as specifically and expressly provided for herein, no provision of this Contract 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 Contract.

GC 10 COMMERCIAL ACTIVITIES

10.1 Construction Manager shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Village. Construction Manager shall not allow its employees to engage in any commercial activities on the site.

GC 11 COOPERATION WITH OTHERS

11.1 Village and other contractors and subcontractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Village, Village's Authorized Representative, and other contractors to avoid any delay or hindrance of their Work. Village may require that certain facilities be used concurrently by Construction Manager and other parties and Construction Manager shall comply with such requirements.

11.2 If any part of the Construction Manager's Work depends on proper execution or results from any work performed by the Village or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Village any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Village's separate contractor's work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work performed by others. Any costs that could have been avoided had notice been given as required herein, shall be borne by the Construction Manager unless Construction Manager gives written notice to Village, if reasonably possible, prior to proceeding with the Work and in any event within three days of commencement of Work. In no event shall the Village be liable to the Construction Manager for delay damages where required notice has not been given.

GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Construction Manager and Village during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Village (or Village's Authorized Representative). Prior to GMP, the Village and CM shall agree on the forms. Village

reserves the right to modify the forms as it deems necessary. Construction Manager shall maintain logs for Items A-K and provide to Village monthly.

- A. Request for Information (on standard Procore template forms)
- B. Field Instruction
- C. Construction Change Proposal as set forth in the Contract (otherwise on standard Procore template forms)
- D. Change Order as set forth in the Contract (otherwise on standard Procore template forms except as provided in the Contract)
- E. Construction Change Directive
- F. Submittal Transmittal (on standard Procore template forms)
- G. Deficiency Report
- H. Non-Conformance Report (on standard Procore template forms)
- I. Construction Manager's Daily Report
- J. Substitution Request Form
- K. Contingency Use Directive

12.2 Unless attached hereto as Appendix A, the Village and the CM shall agree to the format of the above listed forms prior to the GMP Amendment.

GC 13 PUBLICITY AND ADVERTISING

13.1 Construction Manager shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Village.

GC 14 TAXES

14.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provisions of this section shall survive the termination or expiration of this Contract.

GC 15 PERMITS AND FEES

15.1 Construction Manager will be responsible for applying for and procuring the master building permit for the Project. Village will pay itself all permitting fees, including master building permit fees and trade permit fees, utility connection and installation fees, and permanent water meter charges payable to the Village of Palm Springs. With respect to any permitting and utility fees payable to other entities (e.g., Palm Beach County, FPL, or the State of Florida), Construction Manager shall advise Village ten (10) days in advance of requirement for any fee amount. The parties agree that the GMP Amendment will include an allowance for the anticipated permit fees for the Project. **There are no Village impact fees associated with this Project.**

GC 16 UTILITIES

16.1 The Construction Manager, at its expense, shall arrange for, develop, and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Construction Manager and shall include, but not be limited to, the following:

- A. Public telephone service for the Construction Manager's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

16.2 Prior to final acceptance of the Work the Construction Manager shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Village will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Village and the Construction Manager each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Construction Manager shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without the prior written consent of the Village and concurred to by the sureties.

GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S RECORDS

18.1 Subject to the audit limitations set forth in the Contract the Village shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of the Construction Manager involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared phasing, demolition, architectural, structural, mechanical, electrical, plumbing, civil and site drawings and specifications and have compared and reviewed all general and specific details on the drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Contract, have been either corrected or clarified prior to execution of the GMP Amendment to the Contract. Construction Manager warrants that the GMP includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.

19.2 The Construction Manager represents that the Contract Sum represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Construction Manager's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Construction Manager shall provide the Village with two (2) complete sets of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Construction Manager shall notify the Village, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings (or within thirty (30) days of the date Construction Manager actually became aware or reasonably should have become aware of a latent condition). Such notification shall contain a written description of the change and the cost and time associated with the change, if any. Failure to provide such notice as provided herein shall be a complete waiver by the Construction Manager of all additional cost and time, and the Construction Manager shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall the Construction Manager recover delay or consequential damages.

20.2 The Construction Manager shall, immediately upon receipt of the permitted drawings, check all drawings furnished and shall promptly notify Village of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Construction Manager shall perform Work only in accordance with the permitted drawings and any subsequent revisions thereto. Construction Manager shall maintain at the site of the work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Village, as well as all trades performing at the Project, access thereto.

GC 21 CONTRACT INTERPRETATION

21.1 All claims of Construction Manager and all questions the Construction Manager may have concerning the interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately or as soon as reasonably possible in writing to Village for resolution. Village, or its representatives, will render its determination

concerning such resolution, which determination shall be considered final and conclusive unless Construction Manager files a written protest pursuant to GC 22 "DISPUTES". The Construction Manager's protest shall state clearly and in detail the basis thereof. Village will consider Construction Manager's protest and render its decision thereon within twenty-one (21) calendar days. If Construction Manager does not agree with the Village's decision, the Construction Manager shall immediately deliver written notice to that effect to the Village.

21.2 Construction Manager is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses that could have been avoided had it done so. Construction Manager's failure to protest Village's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

GC 22 DISPUTES

22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Village or Village's representatives. At all times, Construction Manager shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Village or Village's representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Village or its representatives who shall reduce such decision to writing. The decision of the Village or its representatives shall be final and conclusive, subject to the dispute resolution procedures set forth in the Contract. Construction Manager's failure to protest Village's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

22.2 If a dispute arises out of or relates to this contract, or the alleged breach thereof, the parties agree first to try in good faith to settle the dispute through good faith negotiation. If the matter is not resolved through negotiation, the parties agree to submit the matter to mediation before resorting to arbitration or litigation. Mediation shall be conducted by a mutually agreed-upon certified mediator, with each party to share equally in the costs.

22.3 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Construction Manager from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

GC 23 SUSPENSION

23.1 Village may, at its sole option, decide to suspend at any time the performance of all or any portion of Work to be performed under the Contract. Construction Manager will be notified of such decision by Village in writing. Such notice of suspension of Work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

23.1.1 Upon receipt of any such notice, Construction Manager shall, unless the notice requires otherwise:

1. immediately discontinue Work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Village, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;
4. continue to protect and maintain the Work including those portions on which work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 As full compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of Work:

1. A standby charge to be paid to Construction Manager during the period of suspension of Work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;
3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which Work has been suspended; and
4. If as a result of any such suspension of Work the cost to Construction Manager of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

23.2 In no event shall the Construction Manager be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of a Village suspension. Upon receipt of notice to resume suspended work, Construction Manager shall immediately resume performance of the suspended Work to the extent required in the notice. Any claim on the part of Construction Manager for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume Work and Construction Manager shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Construction Manager's non-compliance with the requirements of this Contract.

23.3 In the event the Village's suspension of the Work exceeds ninety (90) days (either consecutively or in the aggregate), CM may terminate this Contract without penalty and recoup all amounts due to CM under the Contract Documents through the date of termination.

GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Construction Manager to supply enough properly skilled workers or material, or to make prompt payment to subcontractors or for materials or labor without sufficient justification under the subject agreements with those parties or to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or to comply in any material way with the Contract, shall be sufficient grounds for the Village to find the Construction Manager in substantial default and that sufficient cause exists to terminate the Contract and to withhold payment or any part thereof until the cause or causes giving rise to the default have been eliminated by the Construction Manager and approved by the Village. If a finding of default is made, the Construction Manager and its surety shall remain responsible for performance of the requirements of the Contract unless and until the Village terminates the Contract. Upon a finding of default, the Village shall set a reasonable time within which the Construction Manager and its surety shall eliminate the cause or causes of default, but in no event shall such period of time be less than seven (7) calendar days. When the basis for finding of default no longer exists, the Village shall notify the Construction Manager and its surety in writing that the default has been corrected and that the Construction Manager is no longer in default. If the Construction Manager fails to correct the default within the time allowed, the Village may terminate the Contract and the employment of the Construction Manager, without otherwise waiving its rights against the Construction Manager or its surety.

GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligations under this Contract if it:

- A. Repeatedly performs work which fails to conform to the requirements of this Contract;
- B. Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- C. Abandons or refuses to proceed with any or all Work including modifications directed pursuant to the clause entitled "CHANGES"; or
- D. Fails to fulfill any of the material terms of this Contract.

25.2 Upon the occurrence of any of the foregoing, Village or its authorized representatives shall notify Construction Manager in writing of the nature of the failure and of Village's intention to either terminate the Contract for default, or to declare the Construction Manager to be in default and make demand upon its surety to perform, at its sole option.

25.3 If Construction Manager or its surety(ies) does not commence to cure such failure within ten (10) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its surety(ies) fails to provide satisfactory evidence that such default will be corrected, Village may, without additional notice to Construction Manager's surety(ies), if any, terminate in whole or in part Construction Manager's right to proceed with Work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Village may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.

25.4 Construction Manager and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for liquidated damages.

25.5 Upon termination for default Construction Manager shall:

- A. immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of Work terminated;
- B. inventory, maintain and turn over to Village all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by Village for performance of Work;
- C. promptly obtain cancellation upon terms satisfactory to Village of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Village as directed;
- D. cooperate with Village in the transfer of information and disposition of Work in progress so as to mitigate damages;
- E. comply with other reasonable requests from Village regarding the terminated Work; and
- F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

25.6 If, upon termination pursuant to this clause, it is determined for any reason that Construction Manager was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "TERMINATION FOR CONVENIENCE".

GC 26 TERMINATION FOR CONVENIENCE

26.1 Village may, at its option, terminate the Contract, in whole or in part at any time for any reason or for no reason by giving ten (10) business days written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the termination for convenience, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Construction Manager, Village shall pay Construction Manager in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

- A. Upon receipt of any such notice, Construction Manager and its surety shall, unless the notice requires otherwise:
 1. Immediately discontinue Work on the date and to the extent specified in the notice;
 2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Village of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Village those orders and subcontracts and revoke agreements specified in such notice;

4. The Construction Manager agrees to assign all subcontracts required for performance of this Contract to the Village;
 5. The Construction Manager shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their subcontract to the Village;
 6. Assist Village, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Village under the Contract; and
 7. Complete performance of any Work which is not terminated.
- B. Upon any such termination, Village will pay to Construction Manager an amount determined in accordance with the following (without duplication of any item):
1. All amounts due and not previously paid to Construction Manager for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.
 2. The reasonable cost of demobilizing from the Project, along with the reasonable costs of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subparagraph A.3. above.
 3. Any other reasonable costs which can be verified to be incidental to such termination of Work.

26.2 The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed to date of termination by Construction Manager.

26.3 Construction Manager shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs described herein. Village shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Construction Manager's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Construction Manager or its subcontractors (which shall include but not be limited to delays resulting from unforeseeable supply chain disruption and/or unavailability of material or equipment that could not reasonably have been anticipated), or by changes ordered in the Work and in either event where such delay or change in the Work impacts the Critical Path, then the Contract time shall be extended by Change Order as determined by the Village.

27.2 The Construction Manager must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Construction Manager and a denial of the claim for extension of time:

- A. Nature of the delay or change in the Work;
- B. Dates of commencement/cessation of the delay or change in the Work, if known;
- C. Activities on the progress schedule current as of the time of the delay or change in the Work affected by the delay or change in the Work;
- D. Identification and demonstration that the delay or change in Work impacts the Critical Path (submittal of CPM schedule);
- E. Identification of the source of delay or change in the Work;
- F. Anticipated impact extent of the delay or change in the Work; and
- G. Recommended action to minimize the delay.

27.2.1 The Construction Manager acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

- A. All schedule updates, submittals and other requirements of this General Condition have been met;
- B. The delay must be beyond the control of the Construction Manager and subcontractors and due to no direct or indirect fault of the Construction Manager;
- C. The delay which is the subject of the time extension must result in a direct delay to the Critical Path;

- D. The schedule must clearly display that the Construction Manager has used, in full, all the float time, except for Village initiated changes. Float time is not for the exclusive use of either the Construction Manager or the Village; and

- E. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be documented to demonstrate that the requirements of GC Sections 27.7 or 27.8 below (as applicable) have been satisfied.

27.3 The Village's determination as to the total number of days of contract extension will be based upon the computer produced construction schedule current at the time of the delay event.

27.4 The Construction Manager shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Village in writing within seven (7) days after the commencement of such delay or knowledge of a potential delay.

27.5 Except as provided in Section 27.9 below, the Construction Manager shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the Work or time of performance and further. Other than the compensation provided in Section 27.9, below, Construction Manager hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Construction Manager hereby affirms that the extension of time granted herein and the amounts permitted by Section GC 27.9 below are the Construction Manager's sole and exclusive remedy. Apart from extension of time and the amounts provided in Section GC 27.9, no payment of claim for damages shall be made to the Construction Manager as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay be avoidable or unavoidable.

27.6 For all changes in the Work in which the Construction Manager claims entitlement to a time extension, the Construction Manager shall provide to the Village the same information as required above within seven (7) days of the issuance of the request for Change Order or direction to change the scope of the Work and the Construction Manager's failure to provide such information shall constitute a waiver by the Construction Manager and a denial of any time extension for that change in the Work. Further, upon execution by the Village and Construction Manager of any Change Order where no time extension has been requested and/or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that Work, or any Work impacted by the change.

27.7 Construction Manager has not included in its schedule delays arising out of adverse weather conditions, including Rain Days, inclement weather, or other weather-related delays beyond that set forth herein. A "Rain Day" is any day in which rain, adverse weather, an inclement weather event, or other weather-related delays occur at the site and is sufficient to prevent Contractor from performing critical path activities for at least four (4) consecutive hours. Accordingly, to the extent one (1) Rain Day occurs in a given week, Contractor shall not be able to claim additional time or costs. To the extent additional Rain Days beyond those thresholds occur in any given week, each additional Rain Day(s) shall constitute an adverse weather condition ("Adverse Weather") not reasonably anticipated, and Contractor shall be entitled to an equitable extension of the Contractor Time and an adjustment in the Contract Sum for a compensable delay as provided in this Section GC 27.

27.8 The imminent threat of a tropical storm, hurricane or severe inclement weather event that may impact the Project for multiple days including time to secure the Project site shall constitute an "Excessive Wind Event" that cannot be reasonably anticipated by Construction Manager. In the event a severe weather warning is issued for the area where the Project is located as a result of an Excessive Wind Event, construction activities will cease and the job site will be secured. Construction activities will restart within 24 hours of the warning being lifted if there ultimately was no Excessive Wind Event at the Project site or within 72 hours of the warning being lifted if an Excessive Wind Event occurred at the Project site, so long as roads are clear, utilities have been restored, fuel is available, and the area surrounding the job site is clear of debris. The time period between the issuance of the warning and the time when construction activities can reasonably return to the levels they were before the warning shall

constitute a basis for a compensable delay for which the Contractor shall be entitled to an extension of the Contract Time and an adjustment in the Contract Sum as provided in this Section GC 27.

27.9 In the event Construction Manager establishes that the performance of this Contract was delayed in a manner that meets the conditions of GC Sections 27.1 and 27.2, and so long as Construction Manager also satisfies the notice and documentation requirements set forth therein, then in addition to an extension of the Contract Time, Construction Manager shall also be entitled to an adjustment of the Contract Sum. The Contract Sum shall be increased by an amount equal to the daily general conditions rates agreed to by the parties as part of the GMP Amendment multiplied by the number of days of delay (as determined above) plus any increased labor, material or equipment costs that are directly attributable to the delay, except to the extent that the Construction Manager has caused or contributed to the delay or has failed to take reasonable steps to mitigate the impacts (including costs) of the delay.

GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new unless specified otherwise, and all workmanship shall be in accordance with construction drawings and specifications.

28.2 Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after substantial completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. In the event that the Village assumes partial utilization of portions of the Work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if the Village has exclusive use of the area. If the Village does not have exclusive use of the area, the warranty period shall extend for twelve months from substantial completion of the last portion of the Work.

28.3 Upon receipt of written notice from the Village of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction Manager at a time and in a manner acceptable to Village.

28.4 Pursuant to Section 558.005(1), Village and Construction Manager agree that the provisions of Florida Statute Chapter 558 (governing construction dispute resolution) shall not apply to this Contract. Disputes under this Contract shall be governed by GC 22, above.

28.5 Construction Manager warrants such repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary repair, replacement and tests, Village may perform or cause to be performed the same at Construction Manager's expense.

Construction Manager shall perform such tests as Village may require verification that such repairs and replacements comply with the requirements of this Contract. All costs incidental to such repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager.

28.6 The Construction Manager shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the Village. If the Construction Manager fails to remedy or remove or replace that Work or material which has been found to be defective, then the Village may remedy or replace the defective or deficient Work at the Construction Manager's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within forty-eight (48) hours of notification, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Village for remedying the defects. If the Village is not paid within ten (10) calendar days, the Village may pursue any and all legal or equitable remedies it may have against the Construction Manager.

28.7 The Construction Manager is required to provide a designated telephone number for **elevator** warranty related emergencies which occur outside the normal workday. The Construction Manager is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Village agrees, in writing, a subcontractor

may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Construction Manager of its responsibility.

28.8 The terms of this section shall not modify, restrict or limit the Village's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to meet Contract obligations. This section shall not relieve the Construction Manager of its responsibilities for the performance of the original work in accordance with the requirements of the Contract Documents and will not limit the Village's remedies at law, in equity or under Contract.

Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Construction Manager's warranties (express or implied), Construction Manager's performance, or Construction Manager's duties and liabilities under the Contract Documents and the warranties therein and shall not limit or restrict the Village's remedies or damages at law, in equity, or under contract.

28.9 Construction Manager and its surety or sureties shall be liable for the satisfaction and full performance of the Contract Documents and the warranties therein and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to the Contract Documents and this general condition.

28.10 The provisions of this section shall survive the termination or expiration of this Contract.

GC 29 PATENT INDEMNITY

29.1 To the extent permitted by section 725.06, Florida Statutes, Construction Manager hereby indemnifies and shall defend and hold Village and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Village and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Construction Manager, or out of the processes or actions employed by, or on behalf of Construction Manager in connection with the performance of the Contract.

29.2 Construction Manager shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Village or its representatives; provided that Village or its representatives shall have notified Construction Manager upon becoming aware of such claims or actions, and provided further that Construction Manager's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Village or Village's representatives. Construction Manager shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

29.3 This section shall survive the termination or expiration of this Contract.

GC 30 INDEMNITY

30.1 Construction Manager shall indemnify and hold harmless the Village and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

30.2 To the extent permitted by, and in accordance with section 725.06, Florida Statutes, Construction Manager further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

30.3 To the extent permitted by, and in accordance with section 725.06, Florida Statutes, for purposes of indemnity, the "persons employed or utilized by the Construction Manager" shall be construed to include, but not be limited to, the Construction Manager, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Construction Manager.

30.4 The indemnification provisions of this section shall survive termination or expiration of this Contract.

30.5 The Construction Manager's indemnity and hold harmless obligations hereunder shall extend to all claims against the Village by any third-party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

30.6 If any provision(s), or portion(s) of a provision(s) of this Section or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 31 INSURANCE

31.1 General Requirements. Unless otherwise specified in this Contract or granted by Village's Risk Management Department, the Construction Manager shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract or the performance of Work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Construction Manager shall deliver to Village certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Contract by Village and prior to commencement of Work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as Village's approval of insurance coverage to be maintained by Construction Manager are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Construction Manager under the Contract.

31.2 Commercial General Liability. Construction Manager shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis.

31.3 Business Automobile Liability. Construction Manager shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Construction Manager agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Construction Manager not own any automobiles, the business auto liability requirement shall be amended to allow the Construction Manager to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

31.4 Worker's Compensation & Employer's Liability. Construction Manager shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a contractor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any Work is sublet, Construction Manager shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Construction Manager's Worker's Compensation insurance policy. Construction Manager agrees this coverage shall be provided on a primary basis.

31.5 Additional Required Insurance. The Construction Manager shall agree to maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of equipment for which each insurance coverage described below have been designed specifically to provide coverage for:

31.5.1 Pollution Liability. The CM shall agree to maintain a Contractors' Pollution Liability (CPL) insurance policy, providing coverage for bodily injury, property damage, and environmental damage arising from the accidental or intentional release, escape, discharge, or dispersal of pollutants related to the performance of Work under this Contract. This policy shall include coverage for Sudden and accidental pollution events, Gradual pollution events, On-site and off-site clean-up costs, including remediation expenses, Third-party bodily injury and property damage, including loss of use, Environmental damage and natural resource restoration costs, Non-owned disposal site coverage (if applicable), The minimum coverage limits shall be not less than \$5,000,000 per occurrence and \$5,000,000 aggregate or as otherwise required in the Insurance Coverage & Limit Table. This coverage shall be

maintained on a primary, non-contributory basis, and any insurance maintained by the Village shall be excess and non-contributory. If the CM engages subcontractors or consultants performing work where pollution exposure exists, the CM shall require such parties to procure and maintain Contractors' Pollution Liability coverage with terms and limits reasonably acceptable to the Village. To enhance coverage, the following endorsements shall be incorporated into the Pollution Liability policy: Additional Insured Endorsement – Naming the Village, its officials, officers, employees, and agents as additional insureds to the extent available from CM's carrier; Waiver of Subrogation Endorsement – Waiving the insurer's rights of recovery against the Village; Primary and Non-Contributory Endorsement – Ensuring that coverage applies before any other insurance maintained by the Village; Extended Reporting Period (ERP) Endorsement – Providing coverage for completed operations pollution-related claims, extending for a period of at least five (5) years following Substantial Completion.

31.5.2 Builder's Risk. Unless otherwise agreed with the GMP Amendment, with respect to any of the Work involving the construction of real property (buildings and improvements other than buildings) during the construction Project, the Construction Manager shall maintain Builders Risk insurance providing coverage for the entire Work at the Project site and will also cover portions of Work located away from the site but intended for use at the site, and will also cover portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$10,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%). The CM shall agree to add the Village as Additional Named Insured on the Builder's Risk Insurance, when required to be maintained by the CM. The Additional Named Insured shall read "Village of Palm Springs". Policy shall be in accordance with all of the limits, terms and conditions set forth herein.

31.6 Partial Occupancy or use of the Work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Construction Manager shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.

31.7 The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the Village has any property interest in the Project, or until Construction Manager and Village mutually consent to the termination, whichever occurs first. The Construction Manager agrees and understands the Village shall not provide any Builder's Risk insurance on behalf of Construction Manager for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Construction Manager.

31.8 The Construction Manager shall be responsible for policy deductibles, coinsurance penalty, or self-insured retention including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation on all perils with the exception of projects with a value of less than \$2,000,000, the Village will be responsible for the deductible (up to \$25,000) for losses of any Act of God.

31.8 Satisfying Limits under an Umbrella Policy. If necessary, the Construction Manager may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The Village shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

31.9 Additional Insured. The Construction Manager agrees to endorse the Village and the Architect/Engineer as an Additional Insured on each insurance policies required to be maintained by the Construction Manager, except for

Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for pollution, builder's risk, or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Construction Manager. The endorsement shall read "Village of Palm Springs". The Construction Manager shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

31.10 Loss Payee. The Construction Manager shall agree to endorse the Village as a Loss Payee on the Builder's Risk Insurance, when required to be maintained by the Construction Manager. The Loss Payee endorsement shall read "Village of Palm Springs". Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Construction Manager shall agree the Loss Payee endorsement provides coverage on a primary basis.

31.11 Waiver of Subrogation. The Construction Manager agrees by entering into this Contract to a Waiver of Subrogation for each required policy (providing coverage during the life of this Contract. 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 the Construction Manager shall agree to notify the respective insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein (or applicable).

31.12 Right to Review & Adjust. The Construction Manager shall agree, notwithstanding the foregoing, that the Village, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the Village reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, Village shall provide Construction Manager written notice of such adjusted limits, and Construction Manager shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

31.13 No Representation of Coverage Adequacy. The coverages and limits identified in the table have been determined to protect primarily interests of the Village only, and the Construction Manager agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Construction Manager against any loss exposures, whether as a result of the construction Project or otherwise.

31.12 Certificate of Insurance. Certificates of Insurance must provide clear evidence that Construction Manager's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the certificate. In the event the Village is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Construction Manager shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Construction Manager shall agree not continue to work pursuant to this Contract unless all required insurance remains in effect. The Village shall have the right, but not the obligation, of prohibiting Construction Manager or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Village. The Village reserves the right to withhold payment, but not the obligation, to Construction Manager until coverage is reinstated. If the Construction Manager fails to maintain the insurance as set forth herein, the Village shall have the right, but not the obligation, to purchase said insurance at Construction Manager's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify the Village of Palm Springs, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate Project name and Project Task Order Number to which it applies.
3. Shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage, ten (10) day for non-payment.
4. Evidence of renewal coverage must be provided at least thirty (30) days in advance of any policy that may expire during the term of this Contract.
5. Shall clearly identify the Village of Palm Springs endorsed as a Loss Payee on the Builder's Risk and any Inland Marine coverages.
6. Construction Manager shall provide a certificate of insurance with respect to each required policy to be provided under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. Certificates need to show the following as Certificate Holder.

Village of Palm Springs
 226 Cypress Lane
 Palm Springs Fl. 33461-1604

7. Construction Manager shall deliver original Certificate(s) of Insurance to the following:

Village of Palm Springs
 c/o Kim Wynn, Village Clerk
 226 Cypress Lane
 Palm Springs Fl. 33461-1604

8. Renewal Policies – The Construction Manager shall promptly deliver to Village a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to Village and to Gehring Group not less than five (5) business days before to the expiration date of any policy.

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Construction Manager shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

31.14 Subcontractor's Insurance. The Construction Manager shall agree to cause each subcontractor employed by Construction Manager to purchase and maintain insurance of the type specified herein, (except for Builder's Risk and pollution liability, both of which shall be the responsibility of the Construction Manager only) unless the Construction Manager's insurance provides coverage on behalf of the subcontractor. When requested by the Village, the Construction Manager shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

31.15 Insurance Coverage & Limit Table. The Construction Manager shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Limit Table below:

INSURANCE COVERAGE & LIMIT TABLE	
TYPE OF COVERAGE	COVERAGE AMOUNTS
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than:	\$2,000,000 per occurrence
Additional Insured endorsement required:	Yes

INSURANCE COVERAGE & LIMIT TABLE	
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$1,000,000 per occurrence
<u>WORKERS COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than: Employers Liability Limits:	Statutory \$100/500/100
<u>AUTOMOBILE LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$1,000,000 per occurrence Yes
<u>UMBRELLA / EXCESS LIABILITY:</u> Limit of Liability not less than: General Aggregate Additional Insured endorsement required:	\$1,000,000 per occurrence \$5,000,000 Yes
<u>BUILDERS RISK (if provided by CM):</u> Limit not less than: Endorsement to waive coverage termination from Occupancy Clause. Endorsement cover until final acceptance of the Project by Certificate of Occupancy by the Village. Additional Insured & Loss Payee endorsements required:	100% of the completed total insurable value of the Project. Yes Yes Yes
<u>POLLUTION LIABILITY:</u> Limit not less than: General Aggregate Additional Insured endorsements required:	\$5,000,000 per occurrence \$5,000,000 Yes

GC 32 SITE CONDITIONS

32.1 Construction Manager shall have the sole responsibility of satisfying itself concerning the nature and location of Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor; familiarity with local and regional market and industry conditions including labor skill level and availability, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Construction Documents, and through verification with local utility companies and the Village, physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project

Geotechnical Study and Report, Environmental Study and Report, or other documentation actually provided to the Construction Manager, subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Construction Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Construction Documents, then notice shall be given to the Village promptly before conditions are disturbed. Should it be determined that such conditions exist and if they differ materially and cause an increase or decrease in the cost of the work, the CM will receive an equitable adjustment in the GMP or Contract time, or both in accordance with GC 65.

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

34.1 Village, and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Construction Manager. Construction Manager shall also arrange for Village, its representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Construction Manager's accesses to the site and storage areas shall be as shown on the plans and as designated by the Village. Access routes may also be used by Village employees, the public and other Construction Managers. No other access points shall be allowed unless approved by the Village. All Construction Manager traffic authorized to enter the site shall be experienced in the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

GC 35 INGRESS AND EGRESS

35.1 Construction Manager's access to the work area will be permitted only through approaches which will be designated by Village, and then only in such manner that Construction Manager's traffic will not interfere with Village's operations. Construction Manager shall, at all times, maintain free unimpeded ingress and egress at the site. Construction Manager personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after award of this Contract and prior to commencing any Work, a pre-construction conference will be arranged by the Village. In attendance at said conference will be Village and any of its representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established.

GC 37 MEETINGS

37.1 During both the Pre-Construction and Construction Phases of the Project, the Construction Manager shall, at its expense, and at intervals mutually agreed upon by Construction Manager and Village, attend meetings called by Village to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Village with typed minutes of each meeting distributed to all attendees within 48 hours of the meeting completion.

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Construction Manager shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Village's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Construction Manager at its expense.

GC 40 WORK AREA

40.1 All Construction Manager's work areas on the jobsite will be assigned by Village. Construction Manager shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Construction Manager shall provide a temporary office on the site of the work, which shall have a telephone where a representative of the Construction Manager may be reached at all times during normal working hours. Should Construction Manager find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Construction Manager shall, at its expense, provide and make its own arrangements for the use of such additional land.

GC 41 PLANT, EQUIPMENT AND FACILITIES

41.1 Construction Manager shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including but not limited to temporary structures, machinery, equipment, offices and warehouses, Construction Manager shall furnish Village such information and drawings relative to such equipment, plant facilities as Village may request.

41.2 Upon written order of Village, Construction Manager shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site. Construction Manager shall not remove construction plant or equipment from the site before the Work is finally accepted without Village's written approval. Such approval shall not be unreasonably withheld.

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Village to order removal of rejected materials and equipment shall not relieve Construction Manager from responsibility for quality of the materials supplied or from any other obligation under the Contract.

42.2 Construction Manager shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Construction Manager's negligence to foresee means of installing equipment into position inside structures.

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract drawings and specifications will be acceptable regardless of Village's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Construction Manager from responsibility for the quality and securing progress of Work as required by the Contract. The Village shall notify the Construction Manager of defective or unacceptable work if the Village discovers such. Defective work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, "WARRANTY". No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.

42.4 Construction Manager shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Construction Manager shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Construction Manager or its subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation unless the equipment or material was timely ordered by Construction Manager or its subcontractors and the delay was beyond that which could reasonably have been anticipated. The Construction

Manager shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Construction Manager shall notify Village immediately of recommended substitutes to permit Village's selection of a suitable substitute.

42.5 Village will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Construction Manager for incorporation into the Work will be by Village. This function by Village will apply both to approvals for the Contract as initially signed, and to approvals for changes to the Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Construction Manager shall submit its own choice for Village's review and approval, supported by sufficient evidence of conformity with the Contract.

GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Construction Manager shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Village's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Construction Manager. Construction Manager shall support its request with sufficient test data and other means to permit Village to make a fair and equitable decision on the merits of the proposal. Construction Manager shall submit drawings, samples, data and certificates and additional information as may be required by the Village for proposed substitute items as required by GC 46 "DRAWINGS, DATA & SAMPLES".

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Village will be the sole judge of whether the substitution is equal in quality, utility and economy to that specified. Construction Manager shall allow an additional 15 days for Village's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Construction Manager must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

43.4 If Village rejects Construction Manager's substitute item on the first submittal, Construction Manager may make only one additional request for substitution in the same category. On the second request, and all future requests, the Construction Manager shall be invoiced the expenses (including Village, and Design Professionals cost and overhead) involved in reviewing submittal data.

GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Village. Village shall be allowed reasonable access to the shops, factories, and other places of business of the Construction Manager and its subcontractors and suppliers, for expediting purposes. As required by Village, Construction Manager shall supply schedules and progress reports for Village's use in expediting and Construction Manager shall cooperate with Village and require its subcontractors and suppliers to cooperate with Village in such expediting. So long as Construction Manager's work at the time of expediting request is in accordance with the timing requirements of the Project schedule, all expenses associated with expediting shall be the responsibility of the Village and the Contract Sum shall be increased to cover such expenses. Any expediting performed by Village shall not relieve Construction Manager of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Construction Drawings or as approved by the Village in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the Project area who shall be employed by the Construction Manager at its expense. The Construction Manager shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary benchmarks adjacent to the Work. Based upon the information provided by the Construction Drawings, the Construction Manager shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Construction Drawings, location of property boundaries, stakes for all working points, lines and elevations. Construction Manager shall furnish survey sketch and legal necessary for utility easements.

45.3 The Construction Manager shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Construction Manager resulting from its negligence, or for any other reason, CM shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be re-established by the Construction Manager, and all reference ties recorded therefore shall be furnished to the Village. All computations necessary to establish the exact position of the Work shall be made and preserved by the Construction Manager.

GC 46 DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Village as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Construction Manager and does not relieve Construction Manager from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the Village for review, shall be submitted attached to forms provided by Village.

46.2 Transmittals from the Construction Manager to the Village shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Construction Manager for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Construction Manager certifying to such check. The certification stamp shall read as follows: "I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and the Contract."

SIGN

DATE

"Construction Manager Corporate Name"

46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by the Construction Manager at its expense before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty-five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. CM must allow at least 21 calendar days for review by Village. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work. Construction Manager shall prepare and submit for approval a detailed submittal schedule outlining the required submittals for the

Project, the submittal dates due and review durations by the Village/ Architect/Engineer. This schedule shall be incorporated into the Master Project Schedule and updated regularly with the Project Schedule Updates

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Village by and at the expense of the Construction Manager. The Village will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Village's review comments will be returned to the Construction Manager. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Village.

46.3.3 **If drawings show variations from the Contract requirements, the Construction Manager shall describe such variations in writing, separate from the drawings, at the time of submission.** If the Village approves any such variation(s), it will issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. - rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

46.3.5 All drawings submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. Village will conduct a review of Construction Manager's drawings and a drawing marked with one of the following review comments will be returned to the Construction Manager.

1. No exceptions taken.
2. Make corrections noted. No re-submittal.
3. Make corrections noted. Resubmit.
4. Rejected.
5. Not required for review.

46.3.6 The Construction Manager must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

46.4 Samples

46.4.1 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e. adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. CM must allow at least 21 calendar days for Village's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Construction Manager's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

46.4.3 Samples which have been reviewed may, at Village's option, be returned to the Construction Manager for incorporation into the Work.

46.5 Catalogues, Data and Certificates

46.5.1 Where catalogues, data or certificates are required, electronic copies of each shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the CPM schedule. Allow at least 21 calendar

days for Village's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Construction Manager's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specification, on forms provided by the Village. Village will conduct a review of Construction Manager's catalogues, data, and certificates and one copy, marked with the review comments listed above, will be returned to the Construction Manager.

GC 47 CONSTRUCTION SCHEDULE

47.1 Within thirty (30) days after the date of the GMP Amendment approval by the Village, the Construction Manager shall prepare and submit a construction schedule which graphically depicts the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

47.1.1 The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Construction Managers at the site of work, offsite activities such as design, fabrication, an allowance for weather delays (as provided below and in GC 27), submittals, procurement and jobsite delivery of Construction Manager furnished material and equipment. The schedule shall be a Critical Path Method (CPM) type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

47.1.2 The construction schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than 60 days float between submittal approval and beginning of fabrication.
3. Activities showing scheduled start and finish, late start and finish, and float.
4. Relations between activities.
5. Duration of activities. No activity should be scheduled for more than 20 workdays, unless approved by Village.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include assigned labor group
8. Adverse Weather delays, but only to the extent provided in Section GC 27.7. Contract time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
9. Village activities or activities by others which will affect the work schedule.

47.1.3 Upon acceptance of the original CPM Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Village.

47.1.4 The detailed CPM schedule submittal shall include electronic color copies of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
 - a. Sorted by activity
 - b. Sorted by total float
 - c. Sorted by early start
3. Predecessor and Successor report
4. Narrative report, if requested by Village's Authorized Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format if requested in writing by the Village's Authorized Representative.

47.1.5 The detailed CPM Schedule shall be updated monthly and submitted along with the Application for Payment. Construction Manager shall meet with the Village and Architect/Engineer of Record to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
3. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
4. Percentage for completed and partially completed activities.

47.2 Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

47.3 The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

1. Pre-Bid Schedules (Subnetwork) - The Construction Manager shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other subcontractors, and shall establish milestones eyed to the overall master schedule.

2. Subcontractor Construction (Subnetworks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.

3. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Village a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Village occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Village occupancy.

47.4 If requested by Village's authorized representative, the Construction Manager shall submit a written narrative report as a part of its monthly review and update in a form agreed upon by the Construction Manager and the Village. When requested, the narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

47.5 The Construction Manager shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts.

47.6 The Construction Manager agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the contract completion date will not be met as a result of Contractor's failure to perform in accordance with the requirements of the Contract Documents, the

Construction Manager shall execute some or all of the following remedial actions at Construction Manager's sole cost and expense:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
3. Reschedule the Work in conformance with the specification requirements.

47.7 Prior to proceeding with any of the above actions, the Construction Manager shall notify the Village of the proposed schedule changes. Such actions shall be incorporated by the Construction Manager into the diagram before the next update, at no additional cost.

GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 Construction Manager shall, at its expense, at all times conduct all operations under the Contract in a reasonable manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Construction Manager shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Construction Manager shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

48.2 Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Village within three days of each incident.

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 Construction Manager shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract. Excluded from Construction Manager's responsibility is a) any loss or damage which results from the sole active negligence of the Village or its representatives; and b) damage to any portions of the Project of which the parties have agreed the Village will take beneficial occupancy of and put to its intended use.

49.2 Permanent openings or thoroughfares for the introduction of Work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the Village in proper, whole and unblemished condition.

GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Village and/or its Insurance Representative.

50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Construction Manager shall provide protection methods which are acceptable to the Village and/or its insurance representatives.

50.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Village. Thereafter, and before it begins such Work, Construction Manager shall give due notice to Village of its intention to start such Work. Should Construction Manager fail to provide said notice, Construction Manager shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of Work.

50.4 Construction Manager shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Village, do not reasonably interfere with the performance of this Contract.

50.5 Construction Manager shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Construction Manager.

GC 51 LABOR

51.1 Construction Manager is solely and exclusively responsible for the supervision and control of all Construction Manager's personnel on site. Construction Manager shall employ only competent and skilled personnel to perform the Work. Construction Manager shall, if requested to do so by Village, remove from the jobsite any personnel of Construction Manager working in violation of any provision of this Contract.

51.2 Disputes between the Construction Manager and its subcontractors regarding work assignments and the settlement of jurisdictional disputes shall conform with either the "Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry", and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Construction Manager is solely and exclusively responsible for ensuring and providing for jobsite safety and conditions. Construction Manager shall enforce all Village jobsite condition safety rules and regulations which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean- up.

51.4 The Construction Manager and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Village. The Construction Manager shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Construction Manager shall submit a "Contractor's Daily Report" (See Appendix A of these General Conditions) for each day Work is accomplished. Reports shall be submitted daily to Village via folder in Procure for Village access.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Construction Manager agrees as follows:

A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. 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 Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth provisions of this nondiscrimination clause.

B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

- C. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts.
- D. The Construction Manager will include the provisions of paragraphs A through E in every subcontract or purchase, so that such provisions will be binding upon each subcontractor or vendor.
- E. The Construction Manager shall comply with all regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 Responsibility For Safety And Health

53.1.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract. The Construction Manager shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Village and Users who may be affected thereby. The Construction Manager shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the Village. The Village may, but shall not be obligated to, make suggestions and recommendations to the Construction Manager with respect thereto.

53.1.2 All Work, whether performed by the Construction Manager, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of the Village and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern. Village shall disclose to Construction Manager any such requirements, other than those readily available as published laws or regulations, prior to the time of the GMP Amendment.

53.1.3 The Construction Manager is solely and exclusively responsible for worksite safety. If the Village receives notice or is made aware that the Construction Manager has failed to provide a safe area for the performance of the Work or any portion thereof, then the Village shall have the right, but not the obligation, to suspend Work in the unsafe area until the Construction Manager remedies the unsafe conditions. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.4 The Construction Manager is solely and exclusively responsible for supervising all workers at the job site including ensuring the use of proper safety equipment by the workers for the duties performed. The Construction Manager shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. If the Village receives notice or is made aware that the Construction Manager has failed in its duty to ensure that proper safety equipment is used by the workers then the Village shall have the right, but not the obligation, to suspend Work until the Construction Manager corrects the unsafe work practice. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.5 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Construction Manager shall defend, indemnify and hold the Village, Design Professional, the Village's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any

failure of the Construction Manager, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

53.1.6 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Construction Manager shall not raise as a defense to its obligation to indemnify under this General Condition any contributing negligence of any of those indemnified hereunder, it being understood and agreed that no such contributing negligence shall relieve the Construction Manager from its liability to so indemnify to the extent of its own negligent acts or omissions nor entitle the Construction Manager to any contribution, either directly or indirectly, by those indemnified hereunder other than by way of reduction in Construction Manager's responsibility.

53.1.7 In any and all claims against those indemnified hereunder by any employee of the Construction Manager, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Construction Manager or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

53.1.8 The indemnity provisions of this Section shall survive the termination or expiration of this Contract.

53.2 Protection of Work and Property; Responsibility For Loss

53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall reasonably protect the property of the Village and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Village and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Village, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the job site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid responsibilities and the Village shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.

53.2.2 Until final acceptance of the Work by the Village pursuant to GC 72, of this Contract, the Construction Manager shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Village furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever. Excluded from Construction Manager's responsibility under this subparagraph is a) any loss or damage which results from the sole active negligence of the Village or its representatives; and b) damage to any portions of the Project of which the parties have agreed the Village will take beneficial occupancy of and put to its intended use.

53.2.3 The Construction Manager shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Village furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work and including improvements disturbed outside the limits of construction) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Construction Manager's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

- A. is directly due to errors in the Construction Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;
- B. is caused by the agents or employees of the Village (unless (1) the Construction Manager has waived its rights of subrogation against the Village on account thereof as provided in the Contract, but then only to the extent actually covered and paid for by insurance or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies

of insurance maintained by the Construction Manager (whether or not required hereunder);
or

- C. is the result of a force majeure event, Act of God or other cause beyond the reasonable control of the Construction Manager, but then only to the extent not covered and actually paid for by the insurance required by the Contract.

53.3 Surface and Subsurface Water

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Village in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the job site shall be permitted by the proper regulatory agency and submitted to the Village for its prior written approval. All such Work shall be done at the sole expense of the Construction Manager, unless the presence or volume of water constitutes an unforeseeable subsurface condition for which the Construction Manager is otherwise entitled to additional compensation pursuant to the terms of the Contract.

53.4 EMERGENCIES

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Construction Manager shall act immediately to prevent threatened damage, injury or loss to persons or to property or to remedy said violation, whichever is applicable. Failure by Construction Manager to take necessary emergency action shall entitle the Village to take whatever action it deems necessary including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Village may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Village in taking such emergency action against any sums then or thereafter due to the Construction Manager. To the extent permitted by Section 725.06 FS The Construction Manager shall defend, indemnify and hold the Village harmless against any and all costs or expenses pursuant to this Paragraph, by whomsoever incurred. If the Construction Manager shall be entitled to any additional compensation or extension of time claimed on account of emergency Work which is not due to the fault or neglect of the Construction Manager or its subcontractors or sub-subcontractors, it shall be handled as a claim as provided in GC 65.

53.4.3 The indemnity provisions of this Section shall survive the termination or expiration of this Contract.

53.5 Village's Standards

53.5.1 The Village reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Construction Manager shall comply, and to review the efficacy of all protective measures taken by the Construction Manager. The exercise of or failure to exercise any or all of these rights by the Village shall not relieve the Construction Manager of its duties and responsibilities under this Contract, and the Village shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Construction Manager.

GC 54 PROJECT SITE PROTECTION

54.1 Construction Manager, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled SAFETY & PROTECTION OF PERSONS & PROPERTY in a satisfactory condition until removal is authorized by Village. Construction Manager, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Village. The Construction Manager, at its expense, will provide parking for its employees within the designated work areas. Construction Manager employees will not be allowed to park in areas which are used by any facilities which remain in operation.

GC 55 FIRE PREVENTION

55.1 Construction Manager shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Construction Manager. This includes keeping the Project work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Village.

Construction Manager shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Construction Manager to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

GC 56 ILLUMINATION

56.1 When any Work is performed at night or where daylight is shut off or obscured, Construction Manager shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

GC 57 BEST MANAGEMENT PRACTICES

57.1 Construction Manager shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Reserved

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Construction Manager shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

GC 58 DUST CONTROL

58.1 The Construction Manager shall, for the duration of the Work, maintain, at its expense, all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Village will be permitted.

58.2 Construction Manager shall, for the duration of the Work, protect all fixtures, equipment, devices, and surfaces from any dust or debris within any facility which is affected by the Work and shall comply with the Village's direction to ensure dust control is being managed and maintained.

GC 59 WATER POLLUTION

59.1 Construction Manager shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife. **This shall include, but not be limited to, protecting the adjacent water treatment facility.**

GC 60 AIR POLLUTION

60.1 The Construction Manager shall, at its expense, so perform its Work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and make good any damage caused by its handling, transporting, storage and use. The Construction Manager will notify the Village immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Village. The Construction Manager shall maintain and post as necessary Material Hazard Data Sheets for all applicable hazardous materials used in the course of its Work.

61.2 In the event that hazardous material is improperly handled or stored by the Construction Manager, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Construction Manager shall immediately notify the Village and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Construction Manager's sole cost and expense. Further, Construction Manager shall indemnify and hold harmless the Village from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities to the extent permitted by Section 725.06 FS.

61.3 The indemnification provisions of this Section shall survive the termination or expiration of this Contract.

61.4 ASBESTOS NOTIFICATION

61.4.1 Prior to the renovation of any structure, the Village shall conduct an inspection for asbestos-containing building materials (ACBM), through a review of current surveys or the request for a new survey. All asbestos surveys are conducted under the direction of Florida licensed asbestos consultants contracted by the Village.

61.4.2 Prior to the renovation of any structure, the Village shall facilitate the removal of all ACBM that may be disturbed during the renovations, (except bituminous roofing materials), unless stated otherwise in the Contract. All asbestos removal is conducted by a Florida licensed asbestos contractor contracted by the Village.

61.4.3 An asbestos summary report may be included as part of the Contract. If not attached, it is the Construction Manager's responsibility to contact the Village and request any available reports.

61.4.4 Licensed asbestos contractors are not required for removing or repairing asbestos containing roofs, except for transite (cementitious) shingles. If the Work specified will disturb asbestos containing roofing materials, the Construction Manager must comply with all requirements of OSHA 1926.58 and ASBESTOS NESHAPS. A summary of these requirements are outlined by the National Roofing Contractors Association (NRCA). A licensed roofer who has training as an asbestos competent person is required for projects disturbing asbestos roof materials.

61.4.5 If materials are discovered that are suspected asbestos materials that were not previously sampled, CM must stop all work that will disturb these materials and immediately notify the Village.

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and Work performed shall be properly inspected by Construction Manager, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Village. The Village has the right but not the obligation to perform such quality surveillance, observations or quality audit as the Village deems necessary. Construction Manager shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose Village, its agents, employees, and designees shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. Village, its agents, employees, and designees shall be entitled to conduct such surveillance, observation, or quality audits in such a manner and with such frequency and for such duration as Village, in its sole discretion, shall determine is appropriate. If Construction Manager covers all or any

portion of the Work prior to any quality surveillance or test by Village, the cost of any necessary uncovering and replacing shall be borne by Construction Manager. Village has no duty or responsibility to inspect or audit Construction Manager's work and in doing so does not assume any liability or responsibility for Construction Manager's materials and workmanship. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Construction Manager for such Work, materials or equipment shall prejudice the rights of Village thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is reasonably determined by Village, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Village shall notify Construction Manager in writing that such material, equipment or work is rejected and the Village reserves the right to withhold payment on any such item. Thereupon, Construction Manager shall, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same comply strictly with all requirements of the Contract.

GC 63 TESTING

63.1 Unless otherwise provided in the Contract, drawings and specifications shop testing of materials or Work shall be performed by the Construction Manager at its expense and in accordance with the technical specifications. Unless specified in the Contract Documents or otherwise required by applicable codes, rules or regulations, any required field testing of materials or Work shall be performed by the Construction Manager. Should tests in addition to those required by the Specifications be desired by Village, Construction Manager will be advised in reasonable time to permit such testing. Such additional tests will be at Village's expense unless such additional tests are required due to Construction Manager's Work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Construction Manager's expense. Construction Manager shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of work during testing. Construction Manager shall provide reasonable and accurate notice of when construction activities which require testing services are required. Construction Manager shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled. All material testing results shall be shared with the Village and the Engineer and all testing shall be kept in a Village accessible folder in Procore.

GC 64 PROGRESS

64.1 Construction Manager shall give Village full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, Construction Manager's actual progress is inadequate to meet the requirements of the Contract, Village may so notify Construction Manager who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Village, Construction Manager does not improve performance to meet the currently approved contract construction schedule, Village may require an increase in Construction Manager's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Village. Neither such notice by Village nor Village's failure to issue such notice shall relieve Construction Manager of its obligation to achieve the quality of work and rate of progress required by the Contract.

64.2 Failure of Construction Manager to comply with the instructions of Village may be grounds for determination by Village that Construction Manager is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Village may terminate Construction Manager's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

GC 65 CHANGES

65.1 Consistent with the terms of the Contract (above), Village may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Change Order. In the event that additive Change Orders increase the total contract amount of a "bond waiver contract" over the Village's bond waiver limit of \$200,000, the contract will continue to be exempt from the bonding requirements if the change order is for a

nominal amount. If there is a material change in project costs through a change order above the bond waiver limit of \$200,000 then a bond will be required. In the event deductive Change Orders decrease the total contract amount of a "bonded contract" below the Village's bond waiver limit of \$200,000, bonding will continue to be required. Contractor shall provide notice to its surety(ies) of all Change Orders.

65.2 Village will issue written orders to Construction Manager for any changes except that in the event of an emergency which Village determines endangers life or property, Village may issue oral orders to Construction Manager for any Work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

65.3 Construction Manager shall commence such changed Work so that all dates set forth in Construction Manager's current construction schedule as accepted by Village will be met subject to an adjustment for the additional time necessary to complete the changed Work. In the event of an emergency which Village determines endangers life or property, Construction Manager shall immediately commence such changes as required by Village in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Village to invoke the provisions of GC 25 entitled TERMINATION FOR DEFAULT.

65.4 Unless otherwise required, Construction Manager shall, within twenty-one (21) calendar days following receipt of a written contract Field Bulletin, submit in writing to Village a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Village of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered.

65.5 The proposal shall state the Construction Manager's added and/or deleted compensation in detail, including but not limited to:

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified in items A, B, C, and D above.
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Village).

65.6 Under no circumstances shall Construction Manager apply for or be entitled to recover consequential damages including, but not limited to, extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula. Therefore, the Construction Manager should reflect this in pricing all requested changes related to the Contract substantial completion date.

65.7 If Construction Manager does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Village may direct and Construction Manager shall proceed upon direction (Construction Change Directive) with such change.

65.8 A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Village, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete Work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of Record of the Construction Manager's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Village and Construction Manager agree with the determination made by the Architect/Engineer or Record concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Construction Manager shall be entitled to seek payment for Work performed pursuant to a CCD to the extent any portion of the CCD is not disputed.

65.9 If, at any time after Construction Manager commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event,

Construction Manager shall keep accurate records of the actual cost to Construction Manager for such change. Costs for which Construction Manager shall be entitled to compensation on a time and material basis as described above, are as follows:

Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, timekeepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Village and no charges shall be accepted unless evidence of such approval is submitted by Construction Manager with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change or at stipulated rates agreed to by the Village and Construction Manager. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Construction Manager by law or collective bargaining agreements. Copies of pertinent payrolls demonstrating the actual labor costs incurred shall be submitted to Village.

Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost greater than one thousand dollars each. Equipment time charged to changes will be subject to daily written approval of Village and no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing. The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time work for any specific change is performed. When equipment is used for time and materials changes which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Construction Manager-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Village.

When the operated use of equipment is infrequent and, as determined by Village, such equipment need not remain at the site of the work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Village's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract work is used for time and material changed work, the applicable rental rate shall be the actual rate paid by the Construction Manager at the time the work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Construction Manager based on invoices, provided that prior written approval has been given to Construction Manager.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Construction Manager for equipment repair or equipment maintenance.

Material Costs - Payment for the cost of materials furnished by Construction Manager for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Village. Payment will be the net cost to Construction Manager delivered at the job and vendor's invoice shall accompany the billing along with the verification by Village of such use of such materials.

Contract and Outside Service Costs - Payment for work and services subcontracted by Construction Manager in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Village before the subcontractor starts to work on the change.

Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Village.

For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Construction Manager is entitled to an overhead and profit fixed fee not to exceed a maximum percentage that is to be agreed upon by the parties in the GMP Amendment (the Maximum Percentage) of the estimated direct labor and material costs pertaining to each change which amount will be converted to a lump sum before Work begins. The agreed upon percentage (not to exceed the Maximum Percentage), including but not limited to overhead and profit which may be added to the estimated Change Order costs for changes in the Work shall be as follows:

1. If the CM is authorized by the Village to perform work with its own forces, the Construction Manager may add an overhead and profit fixed fee as agreed upon with Village up to 10% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.
2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins. The construction manager may add an overhead and profit fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:

1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Construction Manager for processing.
2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

65.11 No change order or CCD shall be valid until approved and signed by the Village. The Architect/Engineer of Record is not authorized to bind the Village to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Village may cause to be issued an appropriate change order to the Contract with or without the Construction Manager's signature.

65.12 The Architect/Engineer of Record will have the authority to order minor changes in the Work which do not involve adjustment to the Contract Sum or Contract Time and are not inconsistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Village and Construction Manager. The Construction Manager shall carry out such written orders promptly, and the Construction Manager shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Village.

65.13 Execution of change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the Contract.

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Construction Manager shall show proof of conformed documents with all Bid addenda identified on the record drawings and on its field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.
2. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Village for inspection at any time.

3. Final Records – Prior to request for Substantial Completions, the Construction Manager shall furnish to Village a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Village, at its expense, will furnish Construction Manager with drawings for mark-up by Construction Manager. Construction Manager shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts. Record information necessary to establish utility services shall be provide by the Construction Manager a minimum of 30 days prior to the needed utility services.
- B. Specifications:
1. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Village for inspection at any time.
 2. Final Records Prior to request for Substantial Completion, the Construction Manager shall furnish to Village a complete set of marked-up as-built specifications with RECORD clearly printed on cover. Village, at its expense, will furnish Construction Manager a set of specifications for mark- up by Construction Manager. Construction Manager shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.
- C. Manuals and Training:
1. Manuals - As a condition precedent to Substantial Completion, the Construction Manager shall furnish to Village three complete sets of manuals and applicable operating instructions as referenced in technical specifications.
 2. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.
 3. Training: Where Village training is required by the technical specifications, Construction Manager shall video and audio record the training and provide Village with one copy of recording.
- D. Endorsement:
1. Construction Manager shall sign each final record drawing and the cover of the record specifications and shall note thereon that deviations and annotations are complete and accurate.
 2. The Construction Manager shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.
- E. Fixed Asset Equipment and Fixture Information:
1. Prior to Final Acceptance, Construction Manager shall provide the Village with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$1,000. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and c) the value of the equipment.

GC 67 MEASUREMENT OF WORK FOR PAYMENT

67.1 Estimates and all support data shall be prepared by Construction Manager and submitted in writing for Village's approval on or about the end of each month covering the amount and value of Work satisfactorily performed by Construction Manager up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of Work performed. Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. A format for such estimates shall be determined by the Village according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

The quantity of Work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Village, of units of work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

Separate payments for shop drawings and deposits for materials will not be allowed absent approval of the Village.

67.2 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Village (i.e. bonded warehouse). Such material must be stored in a secure manner, acceptable to the Village, and in accordance with any manufacturer's recommendations.

Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Construction Manager meets the following conditions:

1. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific contract, by name.
2. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
3. Once any stored material is paid for by Village, it shall not be removed from the designated storage area except for incorporation into the Work.
4. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

It is not the intent of this section to pay for stored materials that are intended for day-to-day inventory (i.e., small diameter piping, fittings, conduit, etc.). Payment for stored materials under this section shall be limited to finished prefabricated products, piece-marked, and customized for the Project or as otherwise agreed upon by the Construction Manager and Village.

It is further agreed between the parties that the transfer of title and the Village's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Construction Manager of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and specifications.

67.3 Construction Manager shall make all surveys necessary for determining all quantities of Work to be paid for under the Contract. Copies of field notes, computations, and other records made by Construction Manager for the purpose of determining quantities shall be furnished to Village upon request. Construction Manager shall notify Village prior to the time such surveys are made. Village, at its discretion, may arrange to have its representative witness and verify all surveys made by Construction Manager for determining quantities of Work to be paid for under the Contract. Measurements and computations shall be made by such methods as Village may consider appropriate for the class of Work measured.

67.4 The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the drawings or in the specifications, shall be determined by Village.

67.5 No payments of invoices (or portions thereof) shall at any time constitute approval or acceptance of the Work under this Contract, nor be a waiver by Village of any of the terms contained herein.

GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Construction Manager shall prepare a schedule of values by phases of Work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of Work scheduled. Change Orders shall be added as separate line items.

Prior to the initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and the Village of Palm Springs.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule.
5. Certified copy of recorded bond. The Village's contract number will be provided after award of the Contract and the Construction Manager shall include this number on the bond prior to recording the bond. Village will not make any payment to Construction Manager until Construction Manager has complied with this requirement.

68.2 The Construction Manager will prepare and submit electronic copies of monthly invoices for Work completed during the one-month period. Pay applications shall be submitted in the format and wording of the form contained in Appendix A to these General Conditions. All information must be completed for the pay application to be accepted. Village's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right-hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the application the Construction Manager shall submit a rough draft plus two extra copies for the Village and Architect/Engineer of Record to review. The Construction Manager shall submit final approved electronic copies to the Architect/Engineer of Record, whose approval is required prior to submission to the Village.

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Village's instructions. Otherwise, the Construction Manager shall prepare and submit to Village an invoice in accordance with the estimate as approved. Village will pay Construction Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). Village shall provide Construction Manager with a written notice of disputed pay request within 10 days after receipt of such pay request which clearly states any and all deficiencies in Construction Manager's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Village shall proceed with prompt payment of that portion of the pay request. In the event any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and Village's project staff, Construction Manager may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Village of Construction Manager's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Village's final decision for the purpose of the Local Government Prompt Payment Act.

Construction Manager must remit undisputed payment due for labor, services, or materials furnished by trade contractors, subcontractors and suppliers hired by the Construction Manager, within 10 days after the Construction Manager's receipt of payment from the Village pursuant to Section 218.70, Florida Statutes. Construction Manager shall provide trade contractors, subcontractors and suppliers hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

Retainage, in the amount of 5%, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost and those items specified in the Contract as being exempt from the retainage requirements (e.g. Construction Manager's bond costs, insurance costs and a portion of the Construction Manager's Fee as specified in the Agreement).

The Construction Manager may request at any point the release of retainage from the Village attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers if the work of the subcontractor has been successfully completed or if the materials of the supplier have been inspected and accepted by the Construction Manager. The Construction Manager must submit the request in writing to the Village.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Village's good faith claims plus the value of the Work the Village determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when A/E determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% complete before the Village has paid 50% of the Contract amount and 50% of the Contract time has expired.

All retainage released by the Village to the Construction Manager which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers must be timely remitted by the Construction Manager to those subcontractors or suppliers.

68.4 Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.

2. A conditional partial release of lien will be required from the Construction Manager for the portion of work being applied up to the date of that particular pay application from him as the prime contractor and all his vendors and subcontractors, and an unconditional release for all amounts paid to Construction Manager through the date of the prior application for payment.
3. A Village approved construction schedule update.

68.5 Not Used.

68.6 So long as the Village has paid Construction Manager in accordance with the Contract Documents, if one or more "Notice of Non-Payment" is received by the Village, no further payments will be approved until non-payment(s) have been satisfied and an original "Release of Claim" for each "Notice" has been submitted to the Village. Upon request, Construction Manager shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Village may allow, with consent of Surety and indemnification of the Village against any claims, payment for Work on which there is an outstanding Notice of Non-Payment.

68.7 Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

1. Any claims are made against Construction Manager by Village or third parties, including claims for liquidated damages, or if reasonable evidence indicates the probability of the making of any such claim, or
2. Construction Manager is in default of any material Contract condition; or
3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid; or
4. Defective work or material is not remedied in accordance with the terms of the Contract Documents or
5. Construction Manager persistently fails to carry out the Work in accordance with the Contract; or
6. Construction Manager fails to submit the information required by this Contract;
7. Construction Manager fails to submit a Village approved updated Schedule with each Application for Payment.

68.8 So long as the Village has paid Construction Manager in accordance with the Contract Document if claims or liens filed against Construction Manager or property of Village connected with performance under this Contract are not promptly removed by Construction Manager after receipt of written notice from Village to do so, Village may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Construction Manager. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any claim or lien against Construction Manager is discharged by Village after final payment is made, Construction Manager and its surety or sureties shall promptly pay Village all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.

68.9 Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Construction Manager may submit a special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Village's occupancy and use of the Project.
2. Complete final cleaning of the Work.
3. Submit record documents (record drawings).
4. Submit listing of work to be completed before final acceptance.
5. Settle liens and other claims.
6. Obtain Consent of Surety for partial release of retainage.
7. Settle Liquidated Damages due to Village, if any.
8. Conditional Final Waiver and Release of Claim signed by Construction Manager.

68.10 Upon receipt by Village of Construction Manager's written Notice of Final Completion of its Work under this Contract, in accordance with GC 72, Village shall verify all Work has been completed on the Project. When all Work has been verified as complete, and the Construction Manager completes and submits the items listed below, the Construction Manager may submit a final invoice.

1. Complete all work listed on the punch list prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.

2. Submit proof of payment on fees, taxes or similar obligations.
3. Transfer operational, access, security and similar provisions to Village; remove temporary facilities, tools and similar items.
4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Construction Manager.

GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Village, any portion of Work performed by Construction Manager is in a condition suitable for use, Village may issue a certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such Certificate of Substantial Completion (Partial Utilization) will be issued in accordance with the applicable requirements of GC 71 "SUBSTANTIAL COMPLETION". Such use by Village shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its responsibilities under the Contract, nor act as a waiver by Village of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

69.2 If, as a result of Construction Manager's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Village, Village shall have the right to continue such use until such portion of work can, without injury to Village, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

69.3 Construction Manager shall not use any permanently installed equipment unless such use is approved by Village in writing. Where Construction Manager's written request is granted for the use of certain equipment, Construction Manager shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Village. If Village furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Village.

GC 70 NOT USED

GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and approved by the Village when the Project is sufficiently complete to permit the Village to use it for its intended purpose, the Village issues a certificate of Substantial Completion and the items listed below are complete. For the issuance of a certificate of Substantial Completion (Partial Utilization) in accordance with GC 69, the Village and/or the A/E will notify the Construction Manager of which items listed below must be complete for partial utilization.

71.2 The Construction Manager shall notify the A/E in writing when the Construction Manager considers the Project Substantially Complete and attach a comprehensive list of incomplete work and items needing correction with dates indicating when the items listed will be completed.

71.3 Once the A/E has received notice and attachments from the Construction Manager, the A/E will promptly inspect the Work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Construction Manager's list is not complete.

71.4 The following items shall be completed prior to a request by the Construction Manager for inspection for Substantial Completion, subject to the punch list procedures set forth in the Contract Documents and/or required by section 281.735, Florida Statutes.

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.

2. All general construction completed.
3. All mechanical and electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
5. All painting shall be completed; all signs installed.
6. All Project components including floors, glass and metal work shall be cleaned.
7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.
8. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Village. The Fire Alarm system must be 100% complete without exception.
10. All operations and maintenance manuals for all equipment shall have been submitted.
11. Manufacturers' certifications and warranties shall be delivered to Village.
12. All operations and maintenance training related literature, software and back-up disks shall have been provided.
13. All required spare parts as well as any special tools shall have been provided.
14. All HVAC testing and balancing reports shall have been submitted and approved.
15. The Project record drawings and specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection, called by the Construction Manager, for reasons which are the fault of the Construction Manager, the cost of any subsequent inspections requested by the Construction Manager for the purpose of determining Substantial Completion shall be the responsibility of the Construction Manager and shall be assessed against the final payment application.

71.6 *Punch-List.* In accordance with section 218.735(7), Florida Statutes (2025), at least ten (10) days prior to reaching substantial completion, the CM shall create a proposed punch-list of items that must be completed by the CM prior to submitting its final payment request. The CM's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the CM's proposed punch-list, the Village will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Village does not make any modifications to the CM's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Project Manager or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the CM is determined to have reached substantial completion. Once the punch-list is accepted by the Village and finalized by the Village's Project Manager or designee, the final punch-list will be delivered to the CM. Thereafter, the CM will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in the Contract Documents for final completion). 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 CM to complete all Work in accordance with the Contract Documents (or applicable work order). The CM's proposed punch-list and responses by the Village shall be by written notice provided in the same manner as the Change Orders identified in the Contract.

GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Construction Manager considers that all Work under the Contract is complete as previously referenced in GC 71, Construction Manager shall so inform Village and A/E in writing, "Notice of Final Completion". When items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Village is satisfied that all Work under the Contract is completed and is in accordance with the requirements of this Contract, Village shall notify Construction Manager in writing of final acceptance of its Work under this Contract.

The Village will then make final payment to the Construction Manager in accordance with the terms of GC 68 of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items, for which a Change Order will be issued:

1. Liquidated Damages, as applicable.
2. At the discretion of the Village, one and one-half times the value of outstanding items, corrective Work, and incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the Village within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the Village to cover the value of all such uncompleted or uncorrected items.

72.2 Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract shall relieve the Construction Manager of responsibility for defective or deficient materials or work or responsibility for full Contract compliance. If, within one (1) year or as provided for elsewhere in the General Conditions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract, the Construction Manager shall correct, remove and replace it promptly after receipt of a written notice from the Village and correct and pay for any damage to other Work resulting therefrom as set forth in GC 28 entitled "WARRANTY".

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Construction Manager shall make its own arrangements for disposal of materials outside the Project limits and the CM shall pay all costs involved. The Village reserves the right to retain any salvage material or equipment scheduled for removal. Should the Village elect to retain salvaged materials or equipment, the Construction Manager will provide appropriate on-site storage and protection. The Village will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Village shall be the responsibility of the Construction Manager.

73.2 When any material is to be disposed of outside the Project limits, the Construction Manager shall first obtain a written permit from the property Village on whose property the disposal is to be made and he shall file in writing with the Village said permit or the certified copy thereof together with a written release from the property owner absolving the Village of any and all responsibility in connection with the disposal of material on said property.

73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Construction Manager shall dispose of the material in a neat and uniform manner to the satisfaction of the Village.

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

74.1 The Construction Manager represents to the Village that neither the Construction Manager, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Construction Manager, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction of the Project. Construction Manager agrees to give written notification and obtain the approval of the Village before entering into any contract on this Project with any subcontractor or materialman where there exists any identity of interest.

GC 75 CLEANING UP

75.1 Construction Manager shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Construction Manager shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work.

GC 76 PROJECT SIGNS

76.1 Construction Manager, at no additional cost to the Village, shall construct a project job sign as indicated and described on the "Site Sign Detail". Construction Manager shall coordinate location of sign with Village's representative and install such sign within 21 days after Village's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Construction Manager's expense. Construction

Manager will remove and properly dispose of sign at Substantial Completion of the Project. With the exception of the right reserved by the Village to erect a sign in connection with the Project and unless otherwise provided in the Contract, Construction Manager shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Village.

GC 77 NOT USED

GC 78 SEVERABILITY

78.1 If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

79.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

79.2 Required Procedures for Protecting Confidential and/or Exempt Information.

- A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the Village has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Construction Manager's Work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.
- B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Construction Manager include, but are not limited to:
 - 1. Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the Village;
 - 2. Security or fire safety system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems in whole or in part;
 - 3. Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the Village;
 - 4. Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
 - 5. Threat assessments;
 - 6. Emergency evacuation plans;
 - 7. Sheltering arrangements; or

8. Manuals for security or fire safety personnel, emergency equipment, security or fire safety training; or otherwise containing narrative and/or graphic content of a security nature.
- C. Obligations.
1. Maintain the Confidentiality of the Confidential Information. The Construction Manager has an obligation to maintain the confidential status of Confidential Information. The Construction Manager shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Village. The Construction Manager shall restrict access to Confidential Information to: 1) the Construction Manager's employees, and/or; 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing contractual services. Prior to releasing any Confidential Information to a Third-party, the Construction Manager shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Section, and maintain a list of any Third-party to which the Construction Manager has distributed Confidential Information. **Other than as authorized above, the Construction Manager shall not, without prior written approval of the Village, publish, copy, or otherwise disclose to others any Confidential Information.**
 2. Disclosure Warning. If Confidential Information is in written form, the Construction Manager shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contain exempt information. If the Construction Manager is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:
DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE VILLAGE. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE VILLAGE IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE VILLAGE MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONTRACTOR/CONSULTANT SHALL SHRED OR BURN ANY DUPLICATE RECORDS.
 3. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records, i.e., email, which may be exempt from Public Records Requests and protect information that is exempt from disclosure, the Construction Manager (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the first four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.
 4. Notification of Improper Disclosure. Village must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The Construction Manager shall make a report to the Village not more than seven (7) business days after the Construction Manager learns of such an improper disclosure or unauthorized use of the Confidential Information. The Construction Manager's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the Construction Manager has done or shall do

to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Construction Manager has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Construction Manager shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the Village. The Construction Manager shall take all steps the Village deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

- D. Survival. The nondisclosure provisions of this Section shall survive the termination of this Contract. The Construction Manager's duty to hold Confidential Information in confidence shall remain in effect until Village sends the Construction Manager written notice releasing the Construction Manager from the provisions of this Section.
- E. Enforcement. The Construction Manager understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the Village in law or equity.

GC 80 LIQUIDATED DAMAGES

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the Construction Manager's failure to substantially complete the Work within the Contract Time, including a grace period of thirty (30) days as agreed to by the parties, change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Construction Manager or, in the event of its default, the Surety fail to achieve certification of Substantial Completion of the Work within the Contract Time, the Construction Manager or, in the event of its default, the Surety shall pay to the Village, not as a penalty, but as Liquidated Damages in the daily amount(s) established in the GMP Amendment. Construction Manager's total liability for all Liquidated Damages assessed in accordance with this provision shall be capped at an amount to be agreed upon by the parties in the GMP Amendment. The Construction Manager hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by the Village as a result of Construction Manager's delay, and that said amounts are not a penalty nor shall ever be contested as reflecting the imposition of a penalty against the Construction Manager.

The Village shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Construction Manager by the Village, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Construction Manager to continue and to finish the Work, or any part of it, after the expiration of Contract Time, shall in no way act as a waiver on the part of the Village of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the Village, the Construction Manager and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the Substantial Completion of the Work caused by the Village, in whole or in part.

GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to one another, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred in connection with this Contract, even if that party has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill. Notwithstanding the foregoing, this waiver shall not apply to any consequential damages that a) are covered and paid for by any insurance policy that Construction Manager is required to provide pursuant to the Contract; or b) result from Construction Manager's intentional misconduct, fraud, gross negligence or recklessness.

GC 82 REQUEST FOR SECTION 179D ALLOCATION

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the Village to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable and if the Construction Manager considers it may be eligible for an allocation of the 179D deduction, then the Construction Manager must apply to the Village through the Architect/Engineer of Record for the project. The Architect/Engineer of Record is responsible for applying to the Village for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the Village the allocation of the deduction. The Village's Representative will provide to Construction Manager the Department's policy and forms related to the Section 179D deduction when requested.

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APPENDIX A

Request for Information
Field Instruction
Field Bulletin
Construction Change Proposal
Change Order
Construction Change Directive
Submittal Transmittal
Deficiency Report
Non-Conformance Report
Construction Manager's Daily Report
Substitution Request Form
Contingency Use Directive
Application for Payment

SPECIAL CONDITIONS TABLE OF CONTENTS

SC - 1 SPECIAL CONDITIONS
SC - 2 WORK CONSTRAINTS
SC – 3 FIELD OFFICE
SC – 4 CONCURRENT WORK
SC – 5 PESTICIDES AND HERBICIDES APPLICATION
SC – 6 NPDES PERMIT FOR STORM WATER DISCHARGE
SC - 7 CRIMINAL HISTORY RECORDS CHECK
SC – 8 TAXES AND VILLAGE-FURNISHED CONTRACTOR INSTALLED (OFCI) MATERIALS AND EQUIPMENT

SC 1 SPECIAL CONDITIONS

The following supplements, modifies, changes, deletes from or adds to the General Conditions of this Contract. Where any paragraph or subparagraph is modified or deleted by these supplements, the unaltered provision of that paragraph, subparagraph or clause shall remain in effect.

SC 2 WORK CONSTRAINTS

Normal allowable Project Work Hours are from 7:00am to 5:00pm Monday thru Friday. Requests by the Construction Manager to work outside this time frame including weekend and Holiday work shall be made to Village at least 3 workdays prior to the requested work time change.

SC 3 FIELD OFFICE

TBD

SC 4 CONCURRENT WORK

The following work, under separate contract to the Village, is anticipated to occur during the contractual time frames of the Project: TBD

The foregoing in no way limits the Village's rights to execute additional work on the site under separate contract.

SC 5 PESTICIDES AND HERBICIDES APPLICATION

Construction Manager shall provide evidence to Village of proper certification of applicators of pesticides or herbicides prior to the application of those products on Village property.

SC 6 NPDES PERMIT FOR STORM WATER DISCHARGE

On projects where construction activities disturb one acre of land or more, the Construction Manager will be required to comply with the County's NPDES General Permit which includes implementation of a storm water pollution prevention plan (SWPPP) during construction.

SC 7 CRIMINAL HISTORY RECORDS CHECK

7.1 The Construction Manager, the Construction Manager's employees, trade contractors of Construction Manager, employees of trade contractors, subcontractors and suppliers shall comply with FBI CJIS Security Policy, Section 5.12.1, Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJI, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Construction Manager is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Construction Manager acknowledges that its contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the VILLAGE.

7.2 Prior to commencement of work within a Critical Facility or CJI Facility, the Construction Manager shall make arrangements through the Village's Fingerprint Section for its employees and those of its subcontractors to have fingerprint based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted a visitor ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Construction Manager will be charged a nominal fee for lost cards.

7.3 Each individual undergoing a criminal justice background check is required to comply with security awareness training.

7.4 Individuals passing the background check will be issued a badge. Construction Manager shall make every effort to collect the badges of its employees and its subcontractor's employees upon conclusion of the contract work and return them to the Village. If the Construction Manager or its subcontractor terminates an employee who has been issued a badge, the Construction Manager must notify the Village within 2 hours. At the time of termination, the Construction Manager shall retrieve the badge and return it to the Village in a timely manner. The Village reserves the right to suspend any contractor that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the Village regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

7.5 Prior to working within the utility operations facility, the Construction Manager and its employees must complete a 15-minute CJIS Level 1 Security Training with the agency's FCIC Agency Coordinator.

SC 8 TAXES AND VILLAGE-FURNISHED CONTRACTOR INSTALLED MATERIALS AND EQUIPMENT (VFCI)

8.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

8.2 Village-Furnished Contractor-Installed Materials and Equipment (VFCI)

8.2.1 The Construction Manager shall include Florida State Sales Tax (Sales Tax) and other applicable taxes in its bid for material, supplies, and equipment. The Village, being exempt from sales tax, reserves the right to make direct purchases of various construction materials included in the Construction Managers bid and/or contract.

The Village reserves the right to require Construction Manager to assign some or all of its subcontracts or other agreements with material suppliers directly to Village. Any materials purchased by Village pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be referred to as "Village Furnished Materials" and the responsibilities of both Village and Construction Manager relating to such Village Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract where inconsistencies or conflicts exist. In addition, the Village's standard terms and conditions associated with purchase ordered materials will be applicable to all Village Furnished Materials.

8.2.2 Material suppliers shall be selected by the Construction Manager awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Construction Manager to the supplier whose bid/proposal is most advantageous to the Village, price and other factors considered.

The Construction Manager shall include the price for all construction materials in its bid. Village purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

8.2.3 To enable the Village to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Construction Manager will provide to the Village a list of all intended suppliers, vendors, and materialmen for consideration as Village-Furnished Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the Village. The Village will either accept or reject the Construction Manager's recommendations and purchases will be made according to Village procedures.

8.2.4 Construction Manager shall identify materials which the Village will furnish through this Village Furnished Materials clause which will achieve a minimum agreed upon goal of tax savings. Village may agree to furnish materials worth more than the minimum agreed goal. The Construction Manager will provide the necessary clerical and administrative services support required to implement this Special Condition.

In a timely manner, Construction Manager shall prepare "Purchasing Requisition Request Forms" which shall, in form and detail be acceptable to Village, specifically identify the materials which Village may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model of specification number of the item
- c. quantity needed as estimated by Construction Manager
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. shipping and handling insurance cost
- g. 100% Performance Bond cost
- h. delivery dates as established by Construction Manager
- i. any reduction in Construction Manager's cost for both the Payment Bond and the Performance Bond
- j. detail concerning bonds or letters of credit provided by the supplier if included in its proposal

Construction Manager shall include copies of vendors' quotations, and specifically reference any terms and conditions which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

8.2.5 The following procedure will be used for the implementation of this program.

After receipt of the Purchasing Requisition Request Form, Village shall prepare Village Purchase Orders (hereinafter Purchase Orders) for items of material which the Village chooses to purchase directly. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the Village. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price.

Promptly upon issuance of each Purchase Order by the Village, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Village's Procurement Specialist or his/her designated representative shall be the approving authority for the Village on Purchase Orders in conjunction with Village Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Village Furnished Materials on the delivery dates provided by the Construction Manager in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a Village Purchase Order, directly to Village of Palm Springs.

8.2.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the Village one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full direct cost of all Village Furnished Materials to be provided by each supplier from whom the Village elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to Village, . The Village Manager or his/her authorized representative shall be the approving authority for the Village on deductive Change Orders in conjunction with Village Furnished Materials.

8.2.7 All shop drawings and submittals shall be made in accordance with GC 46, Drawings, Data & Samples, of the General Conditions.

8.2.8 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by Village in accordance with these Special Conditions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Village due to the negligence of the Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. To the extent permitted by Section 725.06, FS The Construction Manager agrees to indemnify and hold harmless the Village from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Construction Manager.

8.2.9 As Village Furnished Materials are delivered to the jobsite, the Construction Manager shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Village Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the Village or Project Manager may require. The Construction Manager will then forward the invoice and documentation to the Village through the Project Manager for payment.

8.2.10 The Construction Manager shall insure that Village Furnished Materials conform to the specifications and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformities in Village Furnished Materials upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Village of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Construction Manager fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming Village Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Construction Manager shall be

responsible for all damages to Village resulting from Construction Manager's incorporation of such materials into the Project, including liquidated damages.

8.2.11 The Construction Manager shall maintain records of all Village Furnished Materials incorporated into the Work from the stock of Village Furnished Materials in its possession. The Construction Manager shall account monthly to the Village through the Project Manager for any Village Furnished Materials delivered into the Construction Manager's possession, indicating portions of all such materials which have been incorporated into the Work.

8.2.12 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract. All repair, maintenance or damage-repair calls shall be forwarded to the Construction Manager for resolution with the appropriate supplier, vendor, or subcontractor.

8.2.13 Notwithstanding the transfer of Village Furnished Materials by the Village to the Construction Manager's possession, the Village shall retain legal and equitable title to any and all Village Furnished Materials, although the Construction Manager shall maintain both Builders Risk and Inland Marine/Transit insurance on said Materials and the Loss Payee endorsement on said policies shall read "Village of Palm Springs."

8.2.14 The transfer of possession of Village Furnished Materials from the Village to the Construction Manager shall constitute a bailment for the mutual benefit of the Village and the Construction Manager. The Village shall be considered the bailor and the Construction Manager the bailee of the Village Furnished Materials. Village Furnished Materials shall be considered returned to the Village for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

8.2.15 The Village shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, Village Furnished Materials.

8.2.16 On a monthly basis, Construction Manager shall be required to review invoices submitted by all suppliers of Village Furnished Materials delivered to the project sites during that month and either concur or object to the Village's issuance of payment to the suppliers, based upon Construction Manager's records of materials delivered to the site and any defects in such materials.

8.2.17 In order to arrange for the prompt payment to the suppliers, the Construction Manager shall provide to the Village a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the Village. Upon receipt of the appropriate documentation, the Village shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Village to immediately obtain partial or final release of waivers as appropriate.

8.2.18 The Village shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the Village pursuant to these specifications.

8.2.19 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Village. If the supply bond is required, the cost of the bond will be added to the amount of the purchase order.

8.2.20 While the Village's Project Manager will review the CM's submissions for the Village to issue Purchase Orders for Village Furnished Materials, in no event will any review, approval, comment, or evaluation by the Village or its Project Manager relieve the CM of any liability or responsibility under this Contract; it being understood that the Village is at all times ultimately relying upon the CM's skill, knowledge, and professional training and experience in selecting each vendor, preparing any specifications, plans, drawings, or other documents for the vendor's use, preparing the Purchasing Requisition Request Forms, accepting delivery and verification of all received Village Furnished Material and incorporating the Village Furnished Materials into the Project.

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PRICING PROPOSAL FORM

PRICING:

For preconstruction services, the total sum amount listed below for such services, the Preconstruction Services Fee which will be paid to Construction Manager in installments at the satisfactory completion of the following phases:

Description	Cost
100% Schematic Design	\$ 7,500
100% Design Development	\$ 15,000
100% Construction Documents	\$ 42,500
Total:	\$ 65,000

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Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-584-8200 • www.vpsfl.org

NOTICE OF INTENT TO AWARD

RFP Number:	2025R-005
Project Name:	Construction Manager at Risk Services (CMAR) Utilities Operations Center
Opening Date & Time:	October 15, 2025, 2:00 PM
Notice of Intent Posting Date:	November 21, 2025
Project Manager:	Andrew Klausner, Utilities Project Manager
Notice of Intent Posting Locations:	Euna Open Bids (demandstar.com) Village Hall Lobby ▪ 226 Cypress Lane ▪ Palm Springs, FL 33461

Here is a notice of the Village's intent to award RFP No. 2025R-005 to the top ranking contractor:

- Kaufman Lynn Construction, Inc

Under the Village's Purchasing Code, Section 58-6, a bidder who wishes to protest the proposed award must submit the bid protest in writing to the Village Clerk at kwynn@vpsfl.org, within three (3) business days following the posting date of this Notice of Intent to Award (**Wednesday, November 26, 2025**). All protests shall be in writing and shall identify the protestor and the solicitation; and shall include a factual summary of the basis of protest. Please refer to the Village's Code of Ordinances for information ([Section 58-6. Purchasing Protests](#)).

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

If you have any questions or require additional information about this recommendation of award or the project in general, please do not hesitate to contact me via phone (561) 584-8200 (ext. 8434) Monday through Friday from 8:30 AM – 4:30 PM, or email at procurement@vpsfl.org.

Regards,
Ray Campbell

Attached: Bid Tabulation



RFP No. 2025R-005
Construction Manager at Risk Services (CMAR) Utilities Operations Center
November 20, 2025 AT 9:00 AM

	Andrew Klausner	Felipe Lafaso	Greg Siefert	Lazaro Farrey (Alternate)	Paul Ward	Peter Ringle	Final Scores
D. Stephenson Construction, Inc	90	92	91	77	84	66	500
Gulf Building	93	98	97	89	87	70	534
Kaufman Lynn Construction, Inc	95	98	97	93	89	74	546
Proctor Construction Company	92	94	92	82	84	68	512



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Utilities

ITEM #7: Approve Change Order No. 001 – RL Pratt Water Treatment Plant Scada System Upgrades - Task Order No. 226 - Contract Time Extension – Florida Design Contractors.

SUMMARY: On December 20, 2024, the Village Council approved the RL Pratt Water Treatment Plant Scada System Upgrades project — Task Order No. 226 — with Florida Design Contractors. A notice to proceed was issued on January 20, 2025, with a contract time of 270 days to substantial completion (October 17, 2025) and 330 days to final completion (December 16, 2025).

During the early phases of the project, several key activities, including preparing and reviewing required submittals and procuring specialized equipment, took longer than originally anticipated. In addition, extended vendor lead times for certain materials affected the overall project schedule and critical path.

As a result, Florida Design Contractors and the Utilities Department are requesting a 99-calendar-day contract time extension through Change Order No. 001.

- Original Contract — 270 days
- CO No. 001 Time Extension – 99 days
- Revised Contract Days – 369 days

If approved, the new substantial completion will be January 23, 2026, and the new final completion date will be March 24, 2026. No additional cost is associated with this request. Copies of the original contract documents are available at the Village Clerk's office.

FISCAL IMPACT:

There is no fiscal impact associated with Change Order No. 001 - RL Pratt Water Treatment Plant Scada System Upgrades - Task Order No. 226 - Contract Time Extension - Florida Design Contractors.

ATTACHMENTS:

1. Change Order No. 001 - Time Extension-RL Pratt SCADA Upgrades-Florida Design Contractors



December 17th, 2025
001253.000 (EEI Legacy No. 400-093.03)

(Sent via email to aklausner@vpsfl.org)

Mr. Andrew Klausner
Village Of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

Dear Mr. Klausner:

Reference: Change Order Request No.1
SCADA System Upgrades RL Pratt WTP
Task Order Number: 226

Attached is Change Order Request Number 1 for the above referenced project. Change Order Request Number 1 is a time extension for Task Order 226.

Please review the enclosed documents and if everything meets with your approval, have the appropriate Village personnel sign where indicated by Owner on page 1 of 1 of the attached Change Order document. Once you have completed your review and these documents have been signed, return a scanned copy to our office. We will forward the documents to Florida Design Contractors, Inc. for their files.

If you have any questions or require additional information pertaining to the enclosed documents or the project in general, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stephanie Bortz', with a stylized flourish at the end.

Stephanie Bortz, E.I

Encl.

Change Order No. 1

Date of Issuance: _____ Effective Date: _____
Owner: Village of Palm Springs Owner's Task Order No.: 226
Contractor: Florida Design Contractors Project Bid No. (ITB #): 2025B-001
Engineer: CHA Consulting, Inc. Engineer's Project No.: 400-0093.03
Project: SCADA System Upgrades RL Pratt WTP NTP: 1/20/2025

The Contract is modified as follows upon execution of this Change Order:

Description: *Contract time extension due to assessment, reviewing, procurement, and holiday delays.*Attachments: *FDC No. 1r2 Time Extension Request.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,310,180.00</u>	Original Contract Times: 270 Days / 330 Days Substantial Completion: <u>10/17/2025</u> Ready for Final Payment: <u>12/17/2025</u> days / dates
{Increase} {Decrease} from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0</u>	{Increase} {Decrease} from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>1,310,180.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>10/17/2025</u> Ready for Final Payment: <u>12/16/2025</u> dates
{Increase} {Decrease} of this Change Order: \$ <u>0</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>99</u> Ready for Final Payment: <u>99</u> days
Contract Price incorporating this Change Order: \$ <u>1,310,180.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>1/23/2026</u> Ready for Final Payment: <u>3/24/2026</u> dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Bortz, Stephanie</u> Digitally signed by Bortz, Stephanie DN: cn=Bortz, Stephanie, ou=MI Engineer (If Required) Email=S.Bortz@cha-solutions.com Date: 2025.12.17 09:58:33 -05'00'	By: _____ Owner (Authorized Signature)	By: <u>Jamie Meyer</u> Contractor (Authorized Signature)
Title: _____	Title _____	Title <u>Sr. Project Manager</u>
Date: _____	Date _____	Date <u>12/17/2025</u>

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. 1 to the SCADA System Upgrades RL Pratt WTP Project.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney



December 12, 2025

Ms. Stephanie Bortz
CHA Consulting, Inc
4700 Riverside Drive, Suite 110
Coral Springs, FL 33067

Re: Village of Palm Springs, R.L. Pratt WTP SCADA System Upgrades
Subject: FDC No. 1r2 Time Extension Request

Dear Ms. Bortz:

The following is a request for additional time. The delays are summarized below based on the approved baseline schedule and subsequent schedule updates.

The original approved baseline schedule allowed for the initial SCADA Audit and Condition Assessment to occur following Notice to Proceed. The actual time for this assessment took longer than originally allowed and exceeded the duration by 14 days. This activity was followed by the development and production of the Network and SCADA workstation programming submittal. This activity was originally scheduled for 90 days and consumed 103 calendar days which was an excess of 13 calendar days over the baseline scheduled duration. Following this activity, the review process began and 50 days elapsed exceeding the baseline schedule duration of 20 days by 30 additional days. Lastly, the procurement of the components for the remote enclosure and the PLCs, which were dependent on the review of the I&C submittals, have exceeded the baseline duration and are expected to have an overall impact on the critical path of the schedule by 28 days due to unexpectedly longer lead times than originally allotted.

Below is a tabulation of the dates and times:

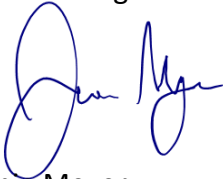
	Start	Finish	Actual Days	Sched. Days	Overage
SCADA Audit / Condition Assessment	1/21/2025	3/6/2025	44	30	-14
P&S - Network and SCADA Work Station	3/7/2025	6/18/2025	103	90	-13
R&A - Network and SCADA Work Station	6/19/2025	8/8/2025	50	20	-30
F&D Remote Enclosures	9/30/2025	11/21/2025	52	24	-28
					-85

All this delay is attributable to the above-described instances and occurrences. FDC has worked with the Owner to minimize the impacts of these delays, which total 85 days, by proactively releasing materials prior to final approval, so as not to delay the project any further. In addition, these delays have pushed work activities from the schedule to incur additional delays with respect to the work restrictions associated with the holiday schedules. These delays will account for an additional 14 days of time required to complete the project. Currently, FDC is requesting a time extension for **99 calendar days**. The new substantial completion date will be 01/23/2026 with a final completion date of 03/24/2026.

This proposal is valid for 14 days. Please provide the requested time extension.

Should you have any questions concerning this matter, please feel free to contact me.

Regards,
Florida Design Contractors, LLC.



Jamie Meyer
Senior Project Manager



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Parks & Recreation

ITEM #8: Continuation of FCT grant agreement (F2408) - Parks & Recreation Department - Florida Department of Environmental Protection

SUMMARY: Parks and Recreation staff requests Village Council approval to extend the Florida Communities Trust (FCT) grant agreement with the Florida Department of Environmental Protection. The original agreement was effective December 12, 2024, and expired December 13, 2025.

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

1. A playground to engage children and families.
2. An outdoor picnic pavilion will host community gatherings and events.
3. A water feature will enhance the park and attract visitors.
4. Public seating areas allow relaxation for all users.

Connectivity to the existing park-to-park connector trail along the eastern edge of Village Park will improve access and encourage non-motorized transportation. Approving the extension extends it by 6 months, setting a new expiration date of June 12, 2026. This extension is necessary to ensure adequate time to complete park improvements and to address any unforeseen project delays.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Continuation Agreement_F2408

**AGREEMENT NO. F2408
BETWEEN
FLORIDA COMMUNITIES TRUST
AND
VILLAGE OF PALM SPRINGS**

CONTINUATION OF GRANT AGREEMENT

This Agreement (the “Continuation of Grant Agreement”) is made and entered into this _____ day of _____, 20____, by and between the Village of Plam Springs, a Florida local government, (hereinafter referred to as “Recipient”), and the Florida Communities Trust (hereinafter referred to as “FCT”).

RECITALS

WHEREAS, the Recipient and the FCT entered into a Grant Agreement, Number F2408, effective December 12, 2024, for Athletic Complex Expansion (the “Project”), which is by this reference incorporated herein (the “2024 Grant Agreement”), with the original Agreement term of December 12, 2024, through December 12, 2025; and

WHEREAS, prior to the expiration of the 2024 Grant Agreement on December 12, 2025, the parties intended to extend its term with the execution of Amendment No. 1 to Agreement No. F2408, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein (the “Amendment No. 1”); and

WHEREAS, the acquisition has been delayed by extenuating circumstances involving a finalization of the due diligence compliance and completion of the management plan; and

WHEREAS, the Recipient has demonstrated the ability and willingness to perform under the terms of this Agreement, as amended by Amendment No.1; and

WHEREAS, in order to complete the Project as intended, the parties wish to enter into this Grant Agreement under the same terms and conditions of the 2024 Grant Agreement, as modified by Amendment No. 1.

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

1. **Recitals.** The recitals set forth above are true and correct and incorporated into the terms of this Grant Agreement.
2. **Terms and Conditions.** The parties hereby acknowledge and agree that this Grant Agreement shall be governed by the terms and conditions contained in the 2024 Grant Agreement, as modified by the terms and conditions of the Amendment No. 1, which terms and conditions are hereby incorporated herein and made a part hereof by this reference.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Grant Agreement.

VILLAGE OF PALM SPRINGS

FLORIDA COMMUNITIES TRUST

By: _____

By: _____
Secretary or Designee

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
AMENDMENT NO. 1
TO AGREEMENT NO. F2408
BETWEEN
FLORIDA COMMUNITIES TRUST
AND
VILLAGE OF PALM SPRINGS

This Amendment to Agreement No. F2408 (Agreement) is made by and between the Florida Communities Trust (FCT), a non-regulatory agency and instrumentality within the State of Florida, and the Village of Palm Springs, 275 Almeda Drive, Lake Worth Beach, FL 33461 (Recipient), on the date last signed to the “Continuation of Grant Agreement” to which this Amendment is attached, which is hereby incorporated herein.

WHEREAS, the FCT entered into the Agreement with the Recipient for Athletic Complex Expansion effective December 12, 2024; and,

WHEREAS, the parties wish to amend the Agreement as set forth herein to extend the grant term to June 12, 2026.

NOW, THEREFORE, the parties agree as follows:

- 1) The Agreement is extended for six months to begin on December 13, 2025, and remain in effect until June 12, 2026. The FCT and the Recipient shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 2) Attachment 5, Special Audit Requirements (Rev. 10/01/24), is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements (Rev. 07/01/25), as attached to this Amendment and hereby incorporated into the Agreement. Any references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements (Rev. 07/01/25).
- 3) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	5-A	Special Audit Requirements (7 pages)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-A

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5-A

3 of 7

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	GAA Line Item 1642 – FIXED CAPITAL OUTLAY LAND ACQUISITION-FLORIDA COMMUNITIES TRUST FROM LAND ACQUISITION TRUST FUND	2020-2021	37.078	Florida Communities Trust (Florida Forever Funded Grant Program)	\$854,000.00	084112
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$854,000.00	
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¹ Subject to change by Change Order.

² Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Governor of the State of Florida has traditionally designated the first Friday in February as "Crossing Guard Appreciation Day"; and

WHEREAS, every school day, thousands of dedicated crossing guards assist our children across busy streets as they arrive and depart from school; and

WHEREAS, the Village of Palm Springs places top priority on child safety and recognizes that education plays a critical role in ensuring the safety of our children and the crossing guards that assist them; and

WHEREAS, crossing guards provide an invaluable service to our community, yet they receive very little compensation and recognition for their tireless efforts; and

WHEREAS, we realize the Crossing Guards often encounter adversarial, and sometimes hostile, attitudes from members of the public who are more concerned with their own personal agendas than the safety of the children; and

WHEREAS, the Village of Palm Springs urges all citizens to use due care when involved in the school commute, and to acknowledge and express gratitude to their local school guards for the invaluable service they provide to the community.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim **February 6, 2026** as:

"Crossing Guard Appreciation Day in Palm Springs"

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed*

Mayor **Beverly Smith**

Date **January 15, 2026**





Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Administration

ITEM #10: Appointments to the Joseph L. Fallon Scholarship Selection Committee

SUMMARY: Two (2) vacancies have opened on the Fallon Scholarship Committee following the resignations of Library Services Director Ms. Josefina Maliska and Police Chief Thomas Ceccarelli.

The Village Manager, Mr. Michael Bornstein, recommends Mrs. Lauren Bennett, Assistant Parks and Recreation Director, and Captain Rogelio Torres to serve on the Fallon Scholarship Committee.

Staff request the Village Council approve Mrs. Bennett and Captain Torres to the Fallon Scholarship Committee.

FISCAL IMPACT:

The proposed appointments do not have a fiscal impact to the Village.

ATTACHMENTS:

1. Board Application is Available Upon Request

BOARD APPLICATION IS AVAILABLE UPON REQUEST

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, Martin Luther King, Jr. led the Civil Rights Movement in the United States from the mid-1950s until his tragic death on April 4, 1968; and

WHEREAS, Dr. King combined social activism with religious faith, working tirelessly to protest injustice and to bring attention to the plight of marginalized communities; and

WHEREAS, throughout his life, he advocated for nonviolent resistance in the tradition of Mohandas Gandhi to overcome oppression and enhance human dignity; and

WHEREAS, Dr. King's efforts contributed to the passage of the 1964 Civil Rights Act and the dismantling of legalized racial segregation in the United States; and

WHEREAS, among his many honors, Dr. King was awarded the Nobel Peace Prize in 1964, and the United States Congress designated a national holiday in his honor, to be observed on the third Monday in January each year; and

WHEREAS, throughout the Village, we recognize this year's theme: "Mission Possible: Protecting Freedom, Justice, and Democracy in the Spirit of Nonviolence365"

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, on behalf of the Council, do hereby proclaim January 19, 2026, as:

"DR. MARTIN LUTHER KING, JR. DAY"

and encourage everyone to honor the life and works of Dr. Martin Luther King, Jr. through civic engagement, community service, and meaningful projects.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed*

Mayor *Beverly Smith*

Date *January 15, 2026*





Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Parks & Recreation

ITEM #12: 2025 Holiday Decorating Contest Awards

SUMMARY: The Village received a total of thirty-two (32) entries to participate in the 2025 Holiday Decorating Contest this year. Numerous people served as judges and visited each location on December 17, 2025, to evaluate each entry on a scale of 1 to 5, with 5 being the most desirable. The entries competed in five (5) categories that included: (1) Judges' Choice, (2) Most Creative Use of Lights, (3) Best Inflatable Display, (4) Best Holiday Spirit, and (5) Best Themed. The contest winners received:

- First Place: \$125.00
- Second Place: \$100.00
- Third Place: \$75.00

A total of fifteen (15) residential winners were selected. All winners have received invitations to attend the Council Meeting and receive their awards.

FISCAL IMPACT:

Funds for this contest are available within the FY 2026 General Fund Budget - Parks and Recreation Department.

ATTACHMENTS:

1. 2025 Holiday Yard Decorating Contest Winners Flyer



2025

HOLIDAY DECORATING CONTEST WINNERS

JUDGES' CHOICE

-  2860 ALICE DR.
-  304 ALEMEDA DR.
-  245 DAVIS RD.

BEST THEMED

-  336 WINGED FOOT RD.
-  232 HENTHORN DR.
-  782 SPRINGDALE CIR.

BEST HOLIDAY SPIRIT

-  3074 MEADOW RD.
-  448 LOS ALTOS RD.
-  428 GULFSTREAM RD.

MOST CREATIVE USE OF LIGHTS

-  444 LOS ALTOS RD.
-  424 SANTA ANNA DR.
-  117 KELLER DR.

BEST INFLATABLE DISPLAY

-  2702 WATERVIEW CIR.
-  352 PINEHURST RD.
-  212 DAVIS RD.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Village Clerk

ITEM #13: Village Manager Annual Review

SUMMARY: The annual performance review for the Village Manager, Michael Bornstein, will be discussed.

FISCAL IMPACT:

ATTACHMENTS:

1. 2025 Village Manager Performance Evaluation
2. Current Employment Agreement
3. 2025 Town Manager Survey No Average



**Village Manager Evaluation
Michael Bornstein Period:
1/14/2025-1/14/2026**

Please rate the Village Manager using the following scale:

5	Exceptional	Performance is consistently superior and significantly exceeds expectations.
4	Highly Effective	Performance frequently exceeds expectations.
3	Proficient	Performance consistently meets expectations.
2	Inconsistent	Performance meets some, but not all expectations.
1	Unsatisfactory	Performance consistently fails to meet minimum expectations; employee lacks skills required or fails to utilize necessary skills.
N/A	Not Applicable	Employee has not been in position long enough to have demonstrated the essential elements of the position and will be reviewed at a later agreed upon date.

INSTRUCTIONS

This evaluation form includes two parts: A quantitative score sheet, covering multiple categories of performance criteria; and a narrative comments section. A summary of the score sheet results, and all narrative comments will be distributed to all Council Members and will be used as a basis for discussion of the Village Manager's performance. The last two pages of the form are a narrative comment that are an opportunity to respond to specific questions, and to provide any other comments you believe appropriate and pertinent to the Village Manager's evaluation.

Bring this form to the January 15th Council meeting as a reference for the Manager's Evaluation agenda item. Please leave all pages of this evaluation form attached. Initial each page, including any printed sheets you attached.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in the discharge of duties, “self-starter”
- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and will to adapt
- _____ Mental and physical stamina appropriate for the position
- _____ Exhibits composure, appearance and attitude appropriate for executive position

2. PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- _____ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- _____ Disseminates complete and accurate information equally to all members in a timely manner
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

4. POLICY EXECUTION

- _____ Implements governing body actions in accordance with the intent of council
- _____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces local government’s laws, policies, and ordinances

_____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness

_____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

5. REPORTING

_____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide

_____ Responds in a timely manner to requests from the governing body for special reports

_____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature

_____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience

_____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

6. CITIZEN RELATIONS

_____ Responsive to requests from citizens

_____ Demonstrates a dedication to service to the community and its citizens

_____ Maintains a nonpartisan approach in dealing with the news media

_____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests

_____ Gives an appropriate effort to maintain citizen satisfaction with city services

7. STAFFING

_____ Recruits and retains competent personnel for staff positions

_____ Applies an appropriate level of supervision to improve any areas of substandard performance

_____ Stays accurately informed and appropriately concerned about employee relations

_____ Professionally manages the compensation and benefits plan

_____ Promotes training and development opportunities for employees at all levels of the organization

8. SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

9. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by council
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

10. COMMUNITY

- _____ Shares responsibility for addressing the difficult issues facing the city
- _____ Avoids unnecessary controversy
- _____ Cooperates with neighboring communities and the county
- _____ Helps the council address future needs and develop adequate plans to address long term trends
- _____ Cooperates with other regional, state and federal government agencies

NARRATIVE EVALUATION

A). What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

B). What performance area(s) would you identify as most critical for improvement?

C). What constructive suggestions or assistance can you offer the manager to enhance performance?

D). What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

**THIRD AMENDMENT TO THE VILLAGE MANAGER AGREEMENT
BETWEEN THE VILLAGE OF PALM SPRINGS
AND MICHAEL BORNSTEIN**

This third amendment to the agreement is made and entered into this 9th day of January, 2025, by and between the Village of Palm Springs (hereinafter referred to as "Village") and Michael Bornstein (hereinafter referred to as "Manager").

WHEREAS, on January 13, 2022, the parties entered into a Village Manager Agreement;

WHEREAS, on January 12, 2023, the parties entered into the First Amendment to said Village Manager Agreement;

WHEREAS, on January 11, 2024, the parties entered into the Second Amendment to said Village Manager Agreement;

NOW THEREFORE, the parties intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. *Section IV. Terms of Employment. A.* of the Agreement is amended in its entirety to state the following, with the remainder of *Section IV. B. and C.* remaining in full force and effect:

A. The Term of this Agreement and MANAGER's employment as the Village Manager commenced on January 14, 2022, and shall remain in effect until January 21, 2028 unless earlier terminated as provided in Section VI. The Term of this Agreement may be modified or extended only by written mutual consent of the parties.

2. *Section V. Compensation. A. Base Salary* of the Agreement is amended in its entirety to state the following, with the remainder of *Section V. B.* remaining in full force and effect:

A. Base Salary. EMPLOYER agrees to pay MANAGER for services rendered at the base annual salary of \$223,425.30 effective January 15, 2024. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.

3. In all other respects, the provisions of the Village Manager Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to the Village Manager Agreement to be executed by their duly authorized officials.

Signed in the presence of:

VILLAGE OF PALM SPRINGS, FLORIDA

BY: 
BEV SMITHk (Jan 11, 2025 13:02 EST)

MAYOR, BEV SMITH

EMPLOYEE


Michael Bornstein (Jan 13, 2025 05:19 EST)

MICHAEL BORNSTEIN

ATTEST:



KIMBERLY WYNN, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Christy Goddeau (Jan 13, 2025 15:36 EST)

CHRISTY GODDEAU, VILLAGE ATTORNEY

City Name	Date of Last Update	Annual Salary	Name of City Manager / Administrator / Chief Administrative Officer	Confirmed
South Palm Beach	2/21/2025	\$84 per hour, no benefits	Jamie Titcomb	
West Palm Beach	10/8/2025	\$340,647.65.	Faye W. Johnson	
Palm Beach Gardens	10/15/2025	\$437,626.00	Ron Ferris	Sheryl Stewart 10/15/25
Palm Beach	1/22/2025	\$331,605.00	Kirk Blouin	Gillian 10/8/25
Boca Raton	10/7/2025	\$300,000.00	Mark Sohaney	Debeorah Cerny 10/07/25
Jupiter	10/7/2025	\$300,000.00	Frank J Kitzerow	Brianna 10/7/25
Greenacres	10/7/2025	\$288,437.50	Andrea McCue	Pavielle 10/7/25
Highland Beach	10/7/2025	\$282,443.59	Marshall Labadie	Lanelda 10/7/25
Boynton Beach	10/10/2025	\$273,143.56	Daniel Dugger	
Riviera Beach	10/7/2025	\$265,667.86	Jonathan Evans	Tennille 10/7/25
Wellington	10/6/2025	\$261,843.66	Jim Barnes	Kim 10/6/25
Delray Beach	10/7/2025	\$255,985.60	Terrence R. Moore	Joshua Everitt 10/7/25
North Palm Beach	10/6/2025	\$255,410.01	Chuck Huff	Jennifer 10/6/25
Belle Glade	10/7/2025	\$240,000.00	Lomax Harrelle	Jessica 10/7/25
LANTANA		\$239,272.80		
Lake Worth Beach	10/7/2025	\$233,928.51	Jamie Brown	Sandra Slavik
Tequesta	10/15/2025	\$232,073.90	Jeremy Allen	Merlene 10/15/25
Ocean Ridge	10/8/2025	\$225,000.00	Michelle Heiser	Kelly 10/8/25
Palm Springs	10/9/2025	\$223,433.60	Michael Bornstein	Ashley Saingilus 10/9/25
Lake Clarke Shores	10/8/2025	\$196,851.20	Joseph F. Lo Bello	Emilie 10/8/25
Juno Beach	10/7/2025	\$195,000.00	Robert Cole	Emily Alves 10/7/25
Manalapan	10/8/2025	\$195,000.00	Eric Marmer	Ashley 10/8/25
Lake Park	10/7/2025	\$167,900.00	Richard Reade	Vivian Mendez 10/7/25
Royal Palm Beach	10/6/2025	\$167,854.70	Raymond C. Liggins	Monica 10/6/25
Jupiter Inlet Colony	10/7/2025	\$164,000.00	Heidi Siegel	Jackie Mylow 10/7/25
Atlantis	10/7/2025	\$159,286.00	Brian R. Moree	Kristen 10/7/25
Town of Haverhill	10/7/2025	\$158,548.00	Tracey L. Stevens	Tracy herself 10/7/25
Village of Golf	10/7/2025	\$147,000.00	Christine M. Thrower-Skinner	Dawn 10/7/25
South Bay	2/26/2025	\$145,000.00	Leondrae Camel	
Pahokee	1/23/2025		Vacant	
Palm Beach Shores	1/23/2025		Vacant	



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Planning, Zoning & Building

ITEM #14: Ordinance No. 2025-11 - Comprehensive Plan Amendment — Urban Village Overlay

SUMMARY: Village staff is proposing text amendments to the Future Land-Use Element to establish an Urban Village Overlay to generate optional performance-based incentives to promote pedestrian-oriented design in vertically mixed-use (re)development projects.

The original focus of the proposed overlay was to establish form-based code provisions to create a "main street" development pattern along 2nd Avenue North to implement the "South Village" vision. The Overlay provides 1) development standards to create a setting of buildings oriented towards 2nd Avenue North with pedestrian amenities, including outdoor seating and pocket parks, and 2) use requirements to activate the ground-floor with restaurants, shops and personal services.

In recognition of other opportunity sites within the Village, the draft provisions were expanded with two other sub-districts: one oriented to larger properties or assemblages of 15 acres or more (the "Urban Renewal" sub-district), and one oriented to smaller infill parcels of 5 acres (the "Urban Mixed Use Commercial" sub-district). The Urban Renewal sub-district targets development of sufficient size to create a stand-alone project that is designed to create open spaces, pedestrian areas and connectivity between buildings. Local examples of a redevelopment project developed pursuant to the Urban Renewal Code allowance are Renaissance Commons in Boynton Beach or Downtown at the Gardens in Palm Beach Gardens. The Urban Mixed Use Commercial District targets infill parcels that are developed with a single mixed-use building with activated ground-floor uses.

The Urban Village Overlay is applicable to properties within the Commercial Renewal land use category, and select parcels are being designated with the Overlay at this time (see Map FLU 2.4.9). Within the proposed land development regulations (which is the subject of another agenda item), sub-districts are assigned to the Overlay parcels. The property owners/developers of parcels designated with the Overlay may voluntarily "opt in" to the form-based code provisions outlined to encourage vertically-integrated mixed-use projects, or they may continue to follow the provisions of the Commercial Renewal district.

If a property owner/developer chooses to utilize the Overlay, the development standards of the Overlay prevail over the standards of the underlying Commercial Renewal zoning district, and in exchange for building vertically-integrated mixed-use projects, bonus density/intensity may be granted without the need for a comprehensive plan amendment.

At the September 25, 2025, Community Redevelopment Agency meeting, Village Consultant, Kevin Crowder, BusinessFlare, presented the findings of the Economic Feasibility Analysis performed for South Village and the other key opportunity sites, which identified market support for the proposed

increases in density and intensity.

Note: Notifications were mailed to all property owners within the proposed sub-districts on October 29, 2025.

The comprehensive plan amendment was routed through Florida Commerce, Treasure Coast Regional Planning Council, and the State agencies for review. No adverse comments were received.

The proposed ordinance was approved on 1st reading by the Village Council during their November 13, 2025, meeting, and is being presented for 2nd and final reading.

FISCAL IMPACT:

Amending the Comprehensive Plan to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

ATTACHMENTS:

1. Business Impact Statement Ordinance No. 2025-11
2. Proposed Ordinance No. 2025-11- Text Amendment - Comprehensive Plan - Urban Village Overlay
3. Exhibit "A" - Urban Village Overlay - Comprehensive Plan Amendment
4. Exhibit "A" Continued: Proposed Map - FLU Map 2.4.9 Urban Village Overlay
5. Public Hearing Notification - Village of Palm Springs
6. Letter from Florida Commerce

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance title:

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT, SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, BY AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT TO CREATE THE "URBAN VILLAGE OVERLAY" AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, SEVERABILITY, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Village staff is proposing text amendments to the Future Land-Use Element to establish an Urban Village Overlay to generate optional performance-based incentives to promote pedestrian-oriented design in vertically mixed-use (re)development projects.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

Amending the Comprehensive Plan to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None are proposed by the subject ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None are proposed by the subject ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed amendments do not have a direct fiscal impact to businesses.

4. Additional information the governing body deems useful (if any):

None

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT, SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, BY AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT TO CREATE THE “URBAN VILLAGE OVERLAY” AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, SEVERABILITY, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the Village Council (“Council”) of the Village of Palm Springs, Florida (“Village”) has adopted a Comprehensive Plan (“Plan”) pursuant to the “Community Planning Act” (“Act”); and

WHEREAS, the Plan has been determined to be in compliance with the provisions of the Act; and

WHEREAS, the Village desires to create a “Urban Village Overlay” in the Future Land Use Element of the Plan at Objective FLU 2.4, “Overlays”, to provide incentives for vertically-integrated mixed-use development projects with a Commercial Renewal land use designation; and

WHEREAS, pursuant to the Act, all amendments to the Plan must be adopted in accordance with detailed statutory procedures; and

WHEREAS, the Village’s Local Planning Agency (“LPA”) has considered this proposed amendment at a duly advertised meeting and has recommended that the Council adopt the Plan amendment as set forth in the attached **Exhibit “A”**; and

WHEREAS, the Village has provided all required public notices, held all required public hearings, both prior to transmittal and submission of the proposed Plan amendment to the Department of Commerce and after the proposed Plan amendment was returned to the Village for adoption in accordance with the Act; and

WHEREAS, the Village Council of the Village of Palm Springs finds amending the Plan as set forth in Exhibit “A” will allow for more flexibility in the development of vertically-integrated mixed-use development projects and is not a more restrictive or burdensome amendment to the Plan; and,

WHEREAS, the Village Council of the Village of Palm Springs finds amending the Plan as set forth herein and Exhibit “A” serves a valid public purpose.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE

VILLAGE OF PALM SPRINGS, FLORIDA:

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

Section 2. The Village Council hereby amends the Plan to create the “Urban Village Overlay” in the Future Land Use Element’s Objective FLU 2.4, “Overlays”, which amendment is set forth in **Exhibit “A”**, attached hereto and incorporated into this Ordinance as a part hereof. A copy of the Plan and Exhibit “A” are on file in the office of the Village Clerk.

Section 3. This Ordinance shall be effective within the corporate limits of the Village of Palm Springs, Florida.

Section 4. After first reading, the Village Clerk is hereby directed to transmit this Ordinance and all supporting information as a Plan amendment to the Department of Commerce and other reviewing agencies within ten (10) working days in accordance with Section 163.3184, Florida Statutes. If the Village Council approves this Ordinance on second reading and adoption, the Village Clerk is hereby directed to transmit this Ordinance and all supporting information as a Plan amendment to the Department of Commerce and any other agency that provided comments within thirty (30) working days in accordance with Section 163.3184, Florida Statutes.

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. The effective date of this Plan amendment shall be in accordance with Section 163.3184, Florida Statutes; however, not later than thirty-one (31) days after the Department of Commerce has received the completed Plan amendment package. No development order, development permits, or land uses dependent on this Plan amendment may

be issued or commenced before the Plan amendment has become effective.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
KIM SCHMITZ, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JOHNNIE TIECHE, 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, the _____ day of _____, 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

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

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

EXHIBIT “A”

URBAN RENEWAL OVERLAY WITH MAP

(Total two (2) pages)

Ordinance No. 2025-11
EXHIBIT “A”

URBAN VILLAGE OVERLAY

Policy 2.4.9 – The Village of Palm Springs shall establish the Urban Village Overlay on key opportunity sites with the Commercial Renewal future land use designation, as displayed on Map FLU 2.4.9, to provide an incentive for vertically-integrated mixed-use development projects.

Policy 2.4.10 – The Village of Palm Springs may grant a density and/or intensity bonus for redevelopment projects that comply with the form-based land development standards of the Urban Village Overlay, without the need for a future land use map amendment. Compliance with the Urban Village Overlay provisions are on an “opt in” basis and require voluntary compliance with the building design, public realm, permitted uses, and parking/mobility requirements of the applicable sub-district.

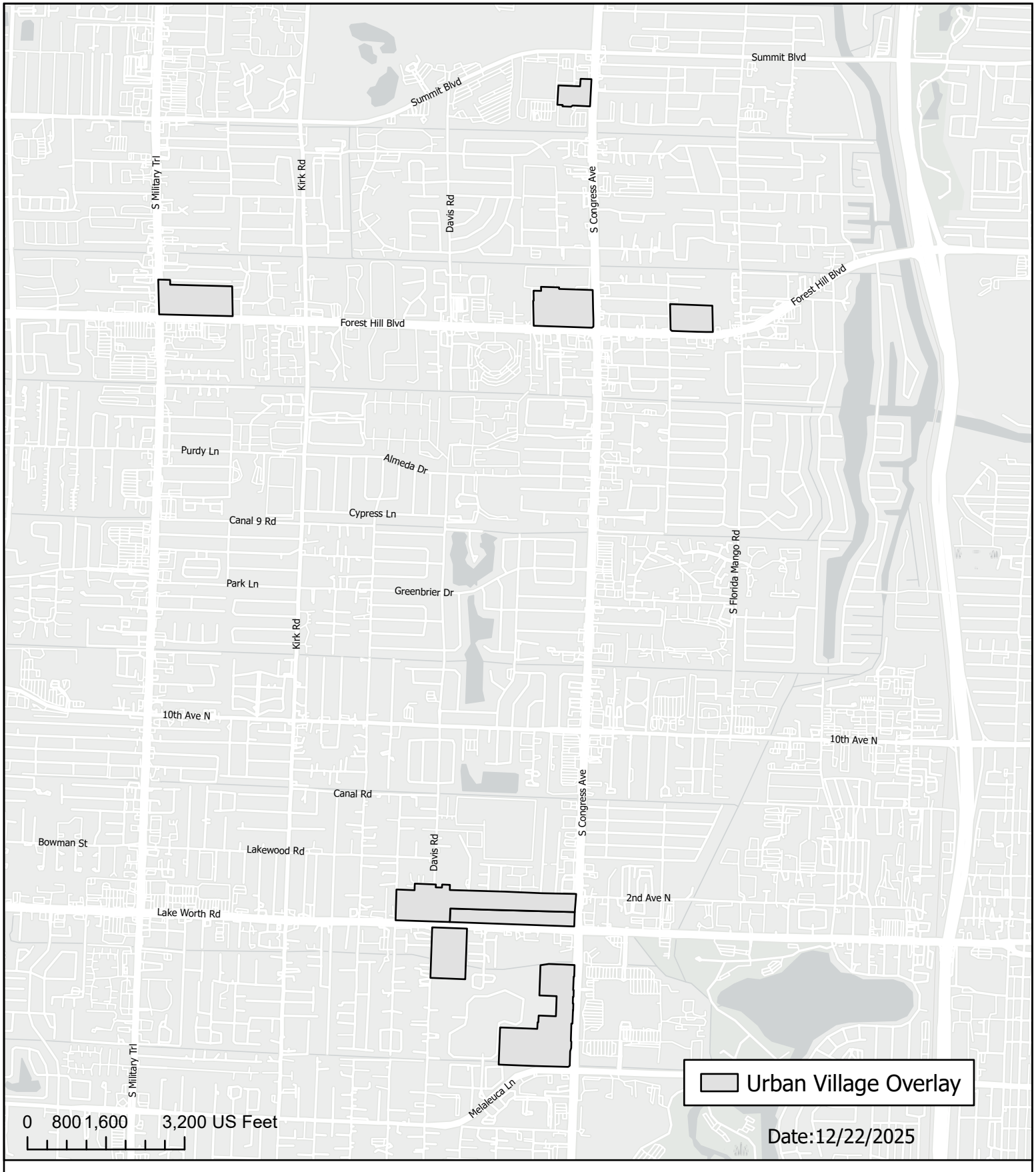


Village of Palm Springs

Urban Village Overlay



FLU Map 2.4.9



Palm Springs Village - Legal Notice

10/29/2025 8:31 AM (EDT)

Submitted by Andrea Medero (amedero@vpsfl.org)



Legal Notice

Please choose a category	Public Hearing - Palm Springs Village
Title	Ordinance No. 2025-11 - Comprehensive Plan Amendment - Urban Village Overlay
Publish Date	10/29/2025
Publish Time	12:00 PM (EDT)
Description	Ordinance No. 2025-11 AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS IN ACCORDANCE WITH THE COMMUNITY PLANNING act, sections 163.3161, et. seq., Florida statutes, BY AMENDING the text of the future land use element to create THE "URBAN VILLAGE OVERLAY" AS SET FORTH IN EXHIBIT "A"; providing for TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR repeal of all ordinances in conflict, severability, an effective date, and for other purposes. Wednesday, November 12, 2025, at 6:30 p.m. by Planning & Zoning Board. Thursday, November 13, 2025, at 6:30 p.m. by Local Planning Agency and (First Reading) Thursday, November 13, 2025, at 6:30 p.m. by the Village Council, after LPA Meeting by the Village Council.
Attach Files (Optional)	 Public Hearing Notification - Ordinance No. 2025-11- Village of Palm Springs (1).doc
Submitted by (Email Address)	amedero@vpsfl.org
Notifications	No
Signature	

December 17, 2025

The Honorable Bev Smith
Mayor, Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

Dear Mayor Smith,

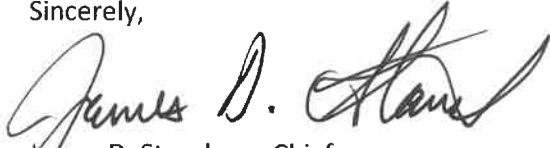
FloridaCommerce has reviewed the proposed comprehensive plan amendment for the Village of Palm Springs (Amendment No. 25-02ESR) received on November 17, 2025. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The Village should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the Village is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the Village. **If the Village receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the Village that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Jon Coulter, Planning Analyst, by telephone at (850) 717-8421 or by email at Jon.Coulter@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /jc

Enclosure(s): Procedures for Adoption

cc: Kim Glas-Castro, Assistant Village Manager, Village of Palm Springs
Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Administration

ITEM #15: Ordinance No. 2025-12 - Code Amendment - Chapter 34, Land Use - Urban Village Overlay

SUMMARY: The Village adopted revisions to the Land Development Regulations in June 2025 as a result of the Evaluation and Appraisal Report (EAR)-based comprehensive plan amendments and the "visioning" effort. At the public hearing for these code changes, the Village Council heard from a land use attorney who stated that the code provisions did not go far enough to allow the development depicted in the visioning perspectives to be realized.

The proposed code amendments, the Urban Village Overlay, provide form-based development regulations that a developer may opt to follow in exchange for additional (bonus) density and intensity, if they build vertical mixed-use projects that conform to the vision. Staff is proposing that the Urban Village Overlay be assigned to key opportunity sites as a pilot project, but it may be expanded to other properties designated with the Commercial Renewal category as development interest grows.

The Urban Village Overlay provides for:

- The designation of three sub-districts with varying code requirements for each: 1) South Village District, 2) Urban Renewal District, and 3) Urban Mixed-Use Commercial District
- Building placement within 15' - 20' of the principal street within the South Village and Urban Renewal districts
- Ground floor nonresidential uses with outdoor activity areas (outdoor seating, restaurant table service, etc.)
- No less than 5% of the site area provided as publicly accessible civic space integrated into the project (plazas, civic greens, pocket parks, etc.)
- Structured parking is expected with ground floor nonresidential uses or with habitable space lining the garage.
- 8 stories or 110' in height
- A list of permitted (and prohibited) uses that differ from the Commercial Renewal zoning district
- Reduced parking requirements in consideration of the vertically-integrated mix of uses

Staff has provided these draft provisions to the development community for review and comment, and the provisions have been revised to address their input. The proposed ordinance was considered by the Planning & Zoning Board at its November 12, 2025, meeting and its recommendation will be shared at the Village Council meeting.

Since first reading, the proposed code amendments have been revised to address comments from the industry. However, staff did not concur with all the suggestions that were received (for example, parking

ratios were not further reduced.) The revisions are shown in strike-thru and underline format.

The proposed ordinance was approved on 1st reading at the Village Council's November 13, 2025 meeting, and is being presented for 2nd and final reading.

FISCAL IMPACT:

Adoption of revised land development regulations will provide additional incentive to facilitate redevelopment of underutilized and antiquated properties, resulting in an increase in the property valuation.

ATTACHMENTS:

1. Business Impact Statement Ord No. 2025-12
2. Ordinance No. 2025-12 - Code Amendment - Chapter 34 - Urban Village Overlay
3. Strike-Thru Version: Proposed Ordinance No 2025-12 Urban Village Overlay
4. Proposed Map II.1 - Urban Village Overlay with sub-districts
5. Visioning Isometric Renderings
6. Urban Village Overlay Sub-District Map
7. Public Hearing Notice Ordinance 2025-12 - Palm Beach County Legal Notice

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance title:

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES TO PROVIDE ADDITIONAL INCENTIVES FOR REDEVELOPMENT BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE IV "LAND USE", DIVISION 7, "SUPPLEMENTAL REGULATIONS", TO ADD A NEW SUBDIVISION XXVIII "URBAN VILLAGE OVERLAY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Village staff is proposing that the Urban Village Overlay be assigned to key opportunity sites as a pilot project, but it may be expanded to other properties designated with the Commercial Renewal category as development interest grows.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:
Adoption of revised land development regulations will provide additional incentive to facilitate redevelopment of underutilized and antiquated properties, resulting in an increase in the property valuation.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None are proposed by the subject ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None are proposed by the subject ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed amendments do not have a direct fiscal impact to businesses.

4. Additional information the governing body deems useful (if any):

None

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES TO PROVIDE ADDITIONAL INCENTIVES FOR REDEVELOPMENT BY AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE IV “LAND USE”, DIVISION 7, “SUPPLEMENTAL REGULATIONS”, TO ADD A NEW SUBDIVISION XXVIII “URBAN VILLAGE OVERLAY”; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the “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, the Village has heard from the development community that additional flexibility in land development regulations is desired; and

WHEREAS, it is determined that additional allowances are desired in the Commercial Renewal zoning district to facilitate redevelopment; and

WHEREAS, this proposed ordinance modifies the development standards for mixed-use developments within the Commercial Renewal zoning district; and

WHEREAS, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the Village to adopt this ordinance.

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

Section 1. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the Village of Palm Springs.

Section 2. Chapter 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental Regulations” is hereby amended to add a new Subdivision XXVIII “Urban Village Overlay” to read as follows:

Subdivision XXVIII. - URBAN VILLAGE OVERLAY

Sec. 34-1325.10. SECTION I: INTENT AND PURPOSE

The purpose of the Urban Village Overlay is to establish optional performance-based incentives that will guide the physical development and redevelopment of select properties designated with the Commercial Renewal future land use category, consistent with the Village Council’s objective to achieve active, mixed-use growth areas along the Village’s commercial corridors. The intent of this Overlay is to:

- A. **Provide Incentives.** Provide unlimited density and intensity allowances as an incentive for implementing the Village and CRA vision on select properties designated with the Commercial Renewal future land use category.
- B. **Encourage Mixed-Use Development.** Promote a balanced integration of residential, retail, office, civic, and other compatible uses within compact, walkable blocks.
- C. **Promote Pedestrian-Oriented Design.** Establish building form, frontage, and streetscape standards that prioritize the comfort, safety, and accessibility of pedestrians, and that support active ground-floor uses and high-quality public spaces.
- D. **Strengthening Community Character.** Ensure that new development and redevelopment contribute to a cohesive urban form that reflects the Village’s identity, while allowing for architectural diversity and design innovation.
- E. **Facilitate Lot Assembly.** Encourage the consolidation of smaller parcels into development sites of sufficient size and configuration to support cohesive redevelopment, efficient site design, and the creation of a walkable downtown environment.
- F. **Encourage Redevelopment of Underdeveloped Sites.** Promote the reinvestment and revitalization of underutilized or underdeveloped parcels
- G. **Provide Clarity and Predictability.** Establish clear, objective, and enforceable regulations for property owners, developers, and the community, thereby reducing uncertainty in the development process and ensuring outcomes consistent with the vision.

These provisions are adopted pursuant to the Village’s home rule powers and applicable state law, and shall serve as the primary regulatory framework governing form, scale, and character of development within the Urban Village Overlay prevailing over underlying Commercial Renewal zoning regulations. This Code is further intended to implement the goals, objectives, and policies of the Village of Palm Springs

Comprehensive Plan, and to carry out the redevelopment vision, priorities, and strategies established in the Palm Springs Community Redevelopment Area (CRA) Plan.

Sec. 34-1325.11. SECTION II. REGULATING PLAN

A. Subdistricts – See Map II.1

1. **South Village District (SoVi).** 2nd Avenue North towncenter area with active ground-floor uses, mixed-use mid-rise buildings.

Intent: The South Village District consists of compact, pedestrian-oriented urban form. The mix of uses establishes a recognizable towncenter and destination for shops, restaurants, personal services and active commercial uses. The aggregation of parcels fronting 2nd Avenue North and extending to Lake Worth Road is encouraged.

2. **Urban Renewal District (UR)** . Stand-alone mixed-use project of at least 15 gross acres that provides internal open spaces and amenities.

Intent: The Urban Renewal District is comprised of key opportunity sites that are suited for redevelopment with an intensity that generates synergy between the uses. Vertically-integrated mixed-use buildings are expected. Building placement should create open spaces, linkages and connections between uses that draw pedestrians from one building to the next. The ground level is comprised of active, inviting nonresidential uses that support a pedestrian-friendly environment.

3. **Urban Mixed Use Commercial District (UMUC)** . Stand-alone mixed-use project of at least 5 gross acres that provides outdoor seating and activity areas associated with ground floor commercial uses.

Intent: Urban Mixed Use Commercial District are key infill sites capable of supporting vertically mixed-use projects that create a unique, vibrant setting of combined uses.

B. Special Frontages - Waterfront, Civic and Greenway Frontages

1. **Applicability.** These standards apply to all lots abutting a body of water, open, publicly accessible civic space or designated greenway within the Urban Village Overlay. Setback measurement is from **the edge of publicly accessible easement, greenway easement, or water management tract**, not the water itself.
2. **Building Orientation.**
 - Buildings shall provide a primary façade, entrance, or usable outdoor space oriented toward the waterfront or greenway.

- Service areas, loading docks, and blank walls are prohibited along these frontages.
3. **Setbacks.**
- A minimum setback of fifteen (15) feet and a maximum setback of thirty (30) feet from the waterfront or greenway edge shall be required.
 - Setback areas shall be improved with pedestrian pathways, landscaping, and seating to provide public access and continuity of the greenway or promenade except in areas where public pathways already exist
4. **Activation.**
- Ground-floor frontages facing the civic space, waterfront or greenway shall contain active uses including but not limited to stoops, porches, patios, retail spill-out areas, or outdoor dining.
 - A minimum of sixty percent (60%) of the building frontage shall consist of glazing, balconies, terraces, or other architectural features that activate the frontage.
5. **Access.**
- Developments shall provide pedestrian and bicycle connections from interior streets and blocks to the waterfront or greenway.
 - Such accessways shall be publicly accessible and improved with paving and lighting.

Sec. 34-1325.12. SECTION III. BUILDING FORM STANDARDS

The following Building Form Standards shall apply to all development and redevelopment within the Overlay . These standards are intended to ensure a consistent urban form, support active ground-floor uses, and provide a high-quality public realm.

A. Building Placement.

1. On Main Streets and Mixed-Use Avenues and Pedestrian Plazas, the building façade shall be built to the required building setback line for at least 80% of the required building line length.
2. Buildings shall be located a minimum of fifteen (15) feet from the back of curb or edge of sidewalk pavement, whichever is applicable, to accommodate required sidewalk and landscaping.
3. Buildings shall not be set back more than twenty (20) feet from the back of curb or edge of pavement, unless approved by the Village for open public space, arcade or outdoor patio.
4. Pedestrian plazas may be recessed further than the standard setback. The setback area shall generally be improved with pedestrian amenities, landscaping, and/or outdoor seating.

5. Minimum rear and side setbacks are 10 feet and 5 feet, respectively, however perimeter landscape buffers pursuant to Sec. 34-162 must be accommodated.

Table III-2. Building Placement

Overlay Sub-District	Required Building Line/Setback Measured From:
SoVi	2 nd Avenue North, Davis Road, Pedestrian Plazas
UR	Main Street or Mixed-Use Avenue, Pedestrian Plazas
UMUC	Pedestrian Plazas

B. Parking Location

1. Structured parking is expected. Parking garages with ground floor non-residential uses, or those lined by habitable space shall not be included in the calculation of height or floor area. Parking structures may front primary streets only where ground-floor active uses are provided along the frontage. Garage facades facing the public street or semi-public open space shall be screened so that vehicles, lighting, roof top parking, and sloping floors are hidden from public view with decorative architectural elements.
2. All off-street parking shall be located to the rear or side of the principal structure.
3. Within the SoVi and UR Subdistricts, parking shall be prohibited between the principal building frontage and the public right-of-way, unless provided as on-street, public parking approved by the Village.
4. Screening and Landscaping
 - a) Parking areas adjacent to streets shall be screened with a combination of landscaping, decorative walls, or fencing not exceeding 4 feet in height pursuant to Sec. 34-883.
 - b) A minimum 5-foot landscape buffer shall be required alongside and rear property lines where parking abuts residential uses.
 - c) Landscaping, pursuant to Sec. 34-161(c) shall be provided for surface parking lots.

C. Ground Floor Transparency

1. Ground-floor façades facing the primary frontage shall maintain a minimum of **60% transparency between 2 and 10 feet above finished sidewalk grade**. Mirrored, opaque, or highly reflective glass shall be prohibited.

D. Ground Floor Activation Requirements

1. Ground floors shall be occupied by active uses, including but not limited to retail, restaurant, office, or civic uses for a minimum depth of 50 feet.
2. Residential uses, including their ancillary uses, are generally prohibited on ground floors, except for permitted lobbies, leasing offices, or building entrances.
3. Ground-floor residential use is permitted only on Neighborhood Streets and secondary frontages.
4. Ground floor active commercial uses shall comprise a minimum of 60% of floor area with the balance limited to lobby, elevator, equipment rooms, mail room, maintenance facilities, garbage and recycling areas, etc..
5. Building articulation shall be clearly expressed in the design, with limitations on blank walls and single-use frontage.
6. Outdoor activity areas are encouraged for ground floor use, including outdoor seating and table service.

E. Building Height

1. **Maximum Height.** Buildings shall not exceed **8 stories or 110 feet**, whichever is less.
2. **Minimum Height.** Buildings fronting primary streets shall be a minimum of **2 stories or 24 feet** in height.
3. **Ground Floor Height.** Ground floors shall provide a minimum **floor-to-floor height of 14 feet**.
4. **Upper Floor Height.** Upper floors shall provide a minimum **floor-to-floor height of 10 feet** and a maximum of **12 feet**.
5. **Height Exceptions.** Architectural features such as parapets, cornices, towers, elevator overruns, rooftop gardens, and mechanical screening may exceed the maximum height by up to **15 feet**, provided they are not habitable space.

F. Arcades, Awnings, and Balconies

1. Balconies, and similar projecting features shall be permitted beginning at the second story and above.
2. Arcades are permitted on the first floor.
3. Such features shall maintain a minimum setback of five (5) feet from the property line and may project over the public sidewalk subject to approval by the Village.
4. The minimum vertical clearance of an arcade, gallery, or colonnade is ten feet.
5. A horizontal clearance of at least eight feet shall be maintained between columns or piers.

6. If enclosed, arcades, galleries and colonnades shall meet minimum transparency requirements.
7. Awnings and sunshades may encroach over a public or private sidewalk, shared use path, amenity zone, or planting strip, but no more than four feet from the future back of curb.
8. Awnings and sunshades shall have a minimum vertical clearance of nine feet.

G. Façade Articulation

1. Building façades shall incorporate vertical and horizontal articulations, such as bays, projections, recesses, or material changes, to avoid blank wall conditions.
2. No façade segment greater than thirty (30) feet in width shall be permitted without articulation.
3. Paint, faux treatments, scoring, construction joints, lighting, and material projections less than two inches are permitted, but do not fulfill the façade articulation requirements.
4. Garage doors, entrances and exits with street frontage shall be designed to have a decorative appearance consistent with the overall architectural composition of the project.

H. Upper Story Setback / Roofs

1. All building portions above the fifth story shall provide an additional setback of ten (10) feet along primary and secondary roadway frontages.
2. The setback area may be used for terraces, green roofs, or other occupiable amenities for building occupants.
3. Building tops should be included in the architecture through distinctive roof shapes, a change in fenestration patterns, placement of architectural elements such as balconies, cornice line, and moldings, and/or a stepback at the top story;
4. Flat roofs shall be screened from adjacent properties and streets with decorative parapets
5. Roof eaves above pedestrian walkways must be guttered to promote a pedestrian friendly environment

Table III-2. Building Form Standards Quick Reference

Standard	Requirement
Building Placement (SoVi and UR only)	Min. setback: 15 ft (sidewalk/landscape)Max. setback: 20 ft
Parking Location (SoVi and UR only)	Rear or side only. Prohibited in front of building unless for public on-street parking
Ground Floor Transparency	860% glazing minimum on ground floor frontage. No mirrored/reflective glass
Ground Floor Uses	Active uses required (retail, restaurant, office, civic) Residential prohibited except lobbies/offices
Building Height	Max. 8 stories+15 ft for mechanical/architectural features
Arcades/Porches/Balconies	Allowed 2nd floor and above. Must be set back 5 ft from edge of property. Arcades are allowed on first floor.
Façade Articulation	Required every 30 ft , with recesses, projections, material changes, etc.
Upper Story Setback	Above 5th floor: 20 ft setback along primary/secondary roads

Sec. 34-1325.13. SECTION IV. PUBLIC REALM STANDARDS

A. Street Network and Connectivity

1. Block Size.

- New Blocks within the Overlay shall not exceed four hundred (400) feet in length or one thousand two hundred (1,200) feet in perimeter, except where constrained by natural features, utility corridors, or existing rights-of-way. Pedestrian-only pathways may be used to define block boundaries where they create meaningful circulation.
- Developments shall be designed to achieve a highly connected and walkable network.

2. Street Extensions.

- All new development shall provide for the logical extension of the public street network to adjacent parcels.
- Where direct connections are not immediately feasible, rights-of-way or easements shall be reserved to accommodate future street extensions.
- Connections may be waived where incompatible with adjacent residential neighborhoods.

3. **Street Alignment.**

New streets shall be aligned and designed to continue and reinforce the existing grid or modified grid system, with an emphasis on walkability, multiple route options, and improved circulation.

B. Street Types

1. **Establishment of Street Types.**

The following street types are established within the Overlay and are described in Table IV-1. All new streets shall be designated according to these categories and comply with the associated standards.

2. **Table IV-1: Street Types and Standards**

Street Type	Primary Function	Sidewalk ** Width (min)	On-Street Parking	Ground-Floor Uses / Frontage	Additional Notes
Main Street Including 2 nd Avenue North	Retail-focused, pedestrian activity	15 ft	Parallel	Continuous active retail frontage	Primary Street with High pedestrian amenities, benches, lighting, shade trees
Mixed-Use Avenue Including Davis Road	Retail, office, residential	12 ft	Parallel	Mixed-use frontage	Primary Street with Transit-friendly; pedestrian amenities encouraged
Neighborhood Street	Residential emphasis	6–8 ft	Parallel	Residential frontage	Secondary Street with Lower vehicle speeds; pedestrian and bicycle priority
Alley	Service and access	N/A	N/A	Service access only	Private or public access; used for loading, parking,

Street Type	Primary Function	Sidewalk ** Width (min)	On-Street Parking	Ground-Floor Uses / Frontage	Additional Notes
					utilities

** Sidewalk area may include planters or planting areas and streetscape amenities, but a 6' clear travel path shall be maintained.

C. Streetscape Standards

1. Sidewalks.

- Sidewalks shall conform to the minimum widths required by street type as set forth in Table IV-1.
- Sidewalks shall provide a clear pedestrian through-zone of no less than six (6) feet, free of obstructions.
- A furnishing/landscape zone shall be provided adjacent to the curb for street trees, lighting, and pedestrian furnishings.

2. Street Trees and Landscaping.

- Street trees shall be planted at intervals of approximately thirty (30) to forty (40) feet on center, or clustered where appropriate to provide shade and visual continuity.
- Street trees shall be planted between the curb and sidewalk where possible in order to reduce conflicts between pedestrians and vehicles.
- Shade structures, landscaped planters, and similar pedestrian comfort elements shall be incorporated as appropriate.
- A maintenance agreement, in a form acceptable to the Village Attorney, shall require the property owner to be responsible for and maintain any tree grates, irrigation, landscaping, and street furnishings within the public right-of-way.

3. Street Lighting and Furnishings.

- Pedestrian-scale lighting shall be provided on all public streets.
- Benches, trash receptacles, and bicycle racks shall be provided at intervals appropriate to the street type and level of pedestrian activity.

4. On-Street Parking.

- On-street parking shall conform to the configurations permitted for each street type in Table IV-1.
- Curb extensions and pedestrian bump-outs may be required at intersections to improve pedestrian safety.

D. Civic Spaces

1. **Types of Civic Spaces.** Civic spaces shall include plazas, pocket parks, civic greens, or other publicly accessible open spaces intended for civic, recreational, or cultural use.
2. **Provision of Civic Spaces.**
 - Developments with a site area greater than two (2) acres shall provide no less than five percent (5%) of the gross site area as publicly accessible civic space.
 - Civic spaces should be a minimum depth of 40 feet and a minimum size of 3,000 SF.
 - All residents and employees within the Overlay District shall be located within one-quarter (1/4) mile walking distance of a publicly accessible civic space.
3. **Placement and Design.**
 - Civic spaces shall front on public streets and provide direct pedestrian access.
 - Civic spaces shall incorporate seating, shade, landscaping, and hardscape features appropriate to the intended use.
 - Civic spaces shall be connected to the broader pedestrian and bicycle circulation network wherever feasible.

Sec. 34-1325.14. SECTION V. LAND USE STANDARDS

A. General Applicability

1. The provisions of this Section shall govern all land uses within the Urban Village Overlay .
2. Land uses shall be permitted (“P”), special exception (“SE”) , or prohibited (“X”) as set forth in the Land Use Matrix below.
3. Where conflicts arise between the Overlay and underlying zoning, the Overlay standards shall prevail.
4. Retail and restaurant use along Main Street are encouraged.

B. Land Use Matrix

Use Category	Specific Use	Main Street Frontage	Mixed-Use Avenue	Neighborhood Street	Alley/Service Frontage
Residential**	Multi-family dwellings	P (upper floors only)	P (upper floors only)	P	X
	Live/work units	P	P	P	X

Use Category	Specific Use	Main Street Frontage	Mixed-Use Avenue	Neighborhood Street	Alley/Service Frontage
	Upper-story residential	P	P	P	X
Commercial	Retail establishments	P	P	SE	X
	Personal service (salons, repair, etc.)	P	P	P	X
	Restaurants, cafés	P	P	SE	SE
	Drive-through facilities	X	X	X	X
	Bars, lounges	SE	SE	SE	SE
Office	Professional/business offices	P	P	SE	X
	Co-working/shared office	P	P	SE	X
Civic & Institutional	Public buildings, libraries, museums	P	P	P	SE
	Place of Worship/Assembly	X	X	X	X
	Educational/training facilities	SE	P	SE	SE
Entertainment & Recreation	Theaters, galleries, performance venues	P	P	SE	X
	Indoor recreation/fitness	SE	P	SE	X
	Outdoor plazas & programmed open space	P	P	P	P
Lodging	Hotels, inns, short-term	P	P	SE	X

Use Category	Specific Use	Main Street Frontage	Mixed-Use Avenue	Neighborhood Street	Alley/Service Frontage
	accommodations				
Production/Artisan	Microbreweries, craft manufacturing (ancillary)	SE	P	SE	SE
Utilities/Other	Structured parking garage	SE (active ground-floor required)	SE (active ground-floor required)	SE	SE
	Utility/civic facilities not listed	SE	SE	SE	SE
Prohibited Uses	Automobile-oriented uses outlined in Chapter 34, Subdivision XV Vehicle drive-thru lanes Light industrial uses Self-Storage Warehouse, including Flex Units Vehicle Sales Automotive Repairs Adult Entertainment	X	X	X	X

Legend:

- **P = Permitted Use (by right)**
- **C = Special Exception (subject to CUP approval)**
- **X = Prohibited**

****Minimum 800 square foot unit size**

C. Mixed-Use Development Requirement

1. Developments greater than two (2) acres in area shall include at least two distinct land use categories from among the permitted uses.
2. Stand-alone single-use developments are discouraged and subject to additional review for consistency with Overlay objectives.
3. Parking garages are expected, and where concealed by habitable space shall not be included in the calculation of height or floor area.

Sec. 34-1325.15. SECTION VI. PARKING AND MOBILITY STANDARDS

A. General Intent

1. To balance vehicular access with the promotion of walkability, transit use, and bicycle mobility within the Urban Village Overlay .
2. To reduce reliance on surface parking and encourage shared parking facilities and structured parking where feasible.
3. To ensure that parking and circulation facilities support, rather than detract from, the pedestrian-oriented character of the Overlay.

B. Parking Location and Design (See III.B. above)

C. Parking Supply

1. Minimum Parking Requirements

- Non-residential uses: 2 spaces per 1,000 square feet of gross floor area.
- Residential uses: 2.0 space per dwelling unit.
- Guest Parking: for the first 50 units, .30 spaces per unit
for units 51 and above, .20 spaces per unit
- Mixed-use developments may share parking, with reductions up to 25% allowed upon submission of a shared parking study.

2. Maximum Parking Cap

- Parking provided shall not exceed 125% of the minimum required by Sec 34-1329, without approval of the Planning, Zoning & Building Director.

3. Parking Reductions

- On-street parking spaces adjacent to the property frontage may be credited toward required parking.
Parking reductions can be considered by the Village Council with justification.

D. Bicycle Parking

1. All new development shall provide secure, visible bicycle and micromobility parking at a rate of:
 - Non-residential: 1 space per 10 vehicle spaces.

- Residential: 1 space per 5 dwelling units.
- 2. Long-term bicycle storage shall be provided in all multi-family and mixed-use buildings with 20 or more dwelling units.

E. Loading and Service Areas

1. Loading docks and service areas shall be located to the rear of buildings and screened from public view.
2. Service access shall be provided via alleys where available.

F. Mobility and Connectivity

1. Pedestrian Circulation

- Developments shall provide continuous pedestrian walkways that connect building entrances, parking areas, public sidewalks, and transit stops.
- Internal pedestrian walkways shall be a minimum of 6 feet in width and clearly distinguished from vehicular circulation.

2. Bicycle and Micro-Mobility Facilities

- Developments shall provide connections to adjacent greenways, multi-use paths, or designated bicycle routes where applicable.
- Micro-mobility parking (e-scooters, shared bikes) shall be accommodated in designated areas without obstructing pedestrian travel.

3. Transit Access

- Where a site fronts a designated transit route, including future routes designated in the Village Mobility Plan, adequate space shall be reserved for bus stops or shelters, in coordination with the transit agency.
- Bus shelters shall include seating, lighting, and weather protection consistent with Village standards.

Sec. 34-1325.16. SECTION VII. ADMINISTRATION AND PROCEDURES

A. Applicability.

Compliance with these Urban Village Overlay regulations is on an “opt in” basis, and only apply to the select properties that have been designated with the Overlay as shown on the Official Zoning Map. Where standards of this Overlay conflict with the underlying Commercial Renewal zoning district or other Land Development Regulations, the standards of this Overlay shall control.

B. Administration.

The Planning, Zoning and Building Director, or designee, shall administer and interpret this Overlay in accordance with the procedures of the zoning code, and with consultation by the Executive Director of the Palm Springs Community Redevelopment Agency.

C. Review Procedures.

1. Development applications within the Overlay shall be reviewed in accordance with the Site Plan Review, Special Exception, Variance, and Appeal procedures set forth in the zoning code.
2. The Planning and Zoning Board shall serve as the recommending body, and the Village Council as the final decision-making authority, for discretionary actions as provided in the zoning code.

D. Flexibility.

1. The Planning, Zoning and Building Director may allow flexibility in dimensional, design, or parking standards where strict compliance would inhibit redevelopment or the achievement of the Intent and Purpose of the Overlay. The minimum size thresholds of the subdistricts may not be waived.
2. Any flexibility granted shall be consistent with the overall vision for walkable, mixed-use, pedestrian-oriented redevelopment, and a “main street” environment in South Village.

E. Incentives.

1. Incentives such as unlimited density and intensity reduced parking requirements, or allowance for additional height or reduced setbacks may be provided for development that:
 - Incorporates active ground-floor uses,
 - Preserves or enhances public realm features,
 - Implements sustainable building or site design, or
 - Facilitates lot assembly and redevelopment of underutilized sites.
2. Incentives shall be applied in accordance with procedures in the zoning code and may require Site Plan or Special Exception approval

F. Amendments.

Text or map amendments to this Overlay shall be processed as zoning amendments under the procedures of the zoning code.

G. Nonconformities.

Nonconforming uses, structures, and sites within the Overlay are subject to the nonconformities provisions of the zoning code.

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. The sections of the ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption.

_____ offered the Ordinance for its first reading and moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was:

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
BEV SMITH, MAYOR	_____	_____	_____
KIM SCHMITZ, VICE MAYOR	_____	_____	_____
GARY READY, MAYOR PRO TEM	_____	_____	_____
PATTI WALLER, COUNCIL MEMBER	_____	_____	_____
JOHNNIE TIECHE, COUNCIL MEMBER	_____	_____	_____

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____

KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

CHRISTY GODDEAU, VILLAGE ATTORNEY

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- F. **Encourage Redevelopment of Underdeveloped Sites.** Promote the reinvestment and revitalization of underutilized or underdeveloped parcels.
- G. **Provide Clarity and Predictability.** Establish clear, objective, and enforceable regulations for property owners, developers, and the community, thereby reducing uncertainty in the development process and ensuring outcomes consistent with the vision.

These provisions are adopted pursuant to the Village’s home rule powers and applicable state law, and shall serve as the primary regulatory framework governing form, scale, and character of development within the Urban Village Overlay prevailing over underlying Commercial Renewal zoning regulations. This Code is further intended to implement the goals, objectives, and policies of the Village of Palm Springs Comprehensive Plan, and to carry out the redevelopment vision, priorities, and strategies established in the Palm Springs Community Redevelopment Area (CRA) Plan.

Sec. 34-1325.11. SECTION II. REGULATING PLAN

A. Subdistricts – See Map II.1

1. **South Village District (SoVi).** 2nd Avenue North towncenter area with active ground-floor uses, mixed-use mid-rise buildings.

Intent: The South Village District consists of compact, pedestrian-oriented urban form. The mix of uses establishes a recognizable towncenter and destination for shops, restaurants, personal services and active commercial uses. The aggregation of parcels fronting 2nd Avenue North and extending to Lake Worth Road is encouraged.

2. **Urban Renewal District (UR)** . Stand-alone mixed-use project of at least 15 gross acres that provides internal open spaces and amenities.

Intent: The Urban Renewal District is comprised of key opportunity sites that are suited for redevelopment with an intensity that generates synergy between the uses. Vertically-integrated mixed-use buildings are expected. Building placement should create open spaces, linkages and connections between uses that draw pedestrians from one building to the next. The ground level is comprised of active, inviting nonresidential uses that support a pedestrian-friendly environment.

3. **Urban Mixed Use Commercial District (UMUC)** . Stand-alone mixed-use project of at least 5 gross acres that provides outdoor seating and activity areas associated with ground floor commercial uses.

Intent: Urban Mixed Use Commercial District are key infill sites capable of supporting vertically mixed-use projects that create a unique, vibrant setting of combined uses.

B. Special Frontages - Waterfront, Civic and Greenway Frontages

1. **Applicability.** These standards apply to all lots abutting a body of water, open, publicly accessible civic space or designated greenway within the Urban Village Overlay. Setback measurement is from the edge of publicly accessible easement, greenway easement, or water management tract, not the water itself.
2. **Building Orientation.**
 - Buildings shall provide a primary façade, entrance, or usable outdoor space oriented toward the waterfront or greenway.
 - Service areas, loading docks, and blank walls are prohibited along these frontages.
3. **Setbacks.**
 - A minimum setback of fifteen (15) feet and a maximum setback of thirty (30) feet from the waterfront or greenway edge shall be required.
 - Setback areas shall be improved with pedestrian pathways, landscaping, and seating to provide public access and continuity of the greenway or promenade except in areas where public pathways already exist.
4. **Activation.**

- Ground-floor frontages facing the civic space, waterfront or greenway shall contain active uses including but not limited to stoops, porches, patios, retail spill-out areas, or outdoor dining.
 - A minimum of sixty percent (60%) of the building frontage shall consist of glazing, balconies, terraces, or other architectural features that activate the frontage.
5. **Access.**
- Developments shall provide pedestrian and bicycle connections from interior streets and blocks to the waterfront or greenway.
 - Such accessways shall be publicly accessible and improved with paving and lighting.

Sec. 34-1325.12. SECTION III. BUILDING FORM STANDARDS

The following Building Form Standards shall apply to all development and redevelopment within the Overlay . These standards are intended to ensure a consistent urban form, support active ground-floor uses, and provide a high-quality public realm.

A. Building Placement.

1. On Main Streets and Mixed-Use Avenues and Pedestrian Plazas, the building façade shall be built to the required building setback line for at least 80% of the required building line length.
2. Buildings shall be located a minimum of fifteen (15) feet from the back of curb or edge of [sidewalk](#) pavement, whichever is applicable, to accommodate required sidewalk and landscaping.
3. Buildings shall not be set back more than twenty (20) feet from the back of curb or edge of pavement, unless approved by the Village for open public space, arcade or outdoor patio.
4. Pedestrian plazas may be recessed further than the standard setback. The setback area shall generally be improved with pedestrian amenities, landscaping, and/or outdoor seating.
5. Minimum rear and side setbacks are 10 feet and 5 feet, respectively, however perimeter landscape buffers pursuant to Sec. 34-162 must be accommodated.

Table III-2. Building Placement

Overlay Sub-District	Required Building Line/Setback Measured From:
SoVi	2 nd Avenue North, Davis Road, Pedestrian Plazas
UR	Main Street or Mixed-Use Avenue, Pedestrian Plazas
UMUC	n/a Pedestrian Plazas

B. Parking Location

1. Structured parking is expected. Parking garages with ground floor nonresidential uses, or those lined by habitable space shall not be included in the calculation of height or floor area. Parking structures may front primary streets only where ground-floor active uses are provided along the frontage. Garage facades facing the public street or semi-public open space shall be screened so that vehicles, lighting, roof top parking, and sloping floors are hidden from public view with decorative architectural elements.
2. All off-street parking shall be located to the rear or side of the principal structure.
3. Within the SoVi and UR Subdistricts, parking shall be prohibited between the principal building frontage and the public right-of-way, unless provided as on-street, public parking approved by the Village.
4. Screening and Landscaping
 - a) Parking areas adjacent to streets shall be screened with a combination of landscaping, decorative walls, or fencing not exceeding 4 feet in height pursuant to Sec. 34-883.
 - b) A minimum 5-foot landscape buffer shall be required along side and rear property lines where parking abuts residential uses.
 - c) Landscaping, pursuant to Sec. 34-161(c) shall be provided for surface parking lots.

C. Ground Floor Transparency

- ~~1.—Ground-floor façades facing the primary frontage shall maintain a minimum of 60% transparency between 2 and 10 feet above finished sidewalk grade. A minimum of eighty percent (80%) of the ground floor building frontage along primary street frontages shall consist of transparent glazing.~~
- ~~2.1.~~ Mirrored, opaque, or highly reflective glass shall be prohibited.

D. Ground Floor Activation Requirements

1. Ground floors shall be occupied by active uses, including but not limited to retail, restaurant, office, or civic uses for a minimum depth of 50 feet.
2. Residential uses, including their ancillary uses, are generally prohibited on ground floors, except for permitted lobbies, leasing offices, or building entrances.
3. Ground-floor residential use is permitted only on Neighborhood Streets and secondary frontages.
4. Ground floor active commercial uses shall comprise a minimum of 60% of floor area with the balance limited to lobby, elevator, equipment rooms, mail room, maintenance facilities, garbage and recycling areas, etc..
5. Building articulation shall be clearly expressed in the design, with limitations on blank walls and single-use frontage.
6. Outdoor activity areas are encouraged for ground floor uses, including outdoor seating and table service.

E. Building Height

1. **Maximum Height.** Buildings shall not exceed **8 stories or 110 feet**, whichever is less.
2. **Minimum Height.** Buildings fronting primary streets shall be a minimum of **2 stories or 24 feet** in height.

3. **Ground Floor Height.** Ground floors shall provide a minimum **floor-to-floor height of 14 feet.**
4. **Upper Floor Height.** Upper floors shall provide a minimum **floor-to-floor height of 10 feet** and a maximum of **12 feet.**
5. **Height Exceptions.** Architectural features such as parapets, cornices, towers, elevator overruns, rooftop gardens, and mechanical screening may exceed the maximum height by up to **15 feet**, provided they are not habitable space.

F. Arcades, Awnings, and Balconies

1. Balconies, and similar projecting features shall be permitted beginning at the second story and above.
- 1-2. Arcades are permitted on the first floor.
- 2-3. Such features shall maintain a minimum setback of five (5) feet from the property line and may project over the public sidewalk subject to approval by the Village.
- 3-4. The minimum vertical clearance of an arcade, gallery, or colonnade is ten feet.
- 4-5. A horizontal clearance of at least eight feet shall be maintained between columns or piers.
- 5-6. If enclosed, arcades, galleries and colonnades shall meet minimum transparency requirements.
- 6-7. Awnings and sunshades may encroach over a public or private sidewalk, shared use path, amenity zone, or planting strip, but no more than four feet from the future back of curb.
- 7-8. Awnings and sunshades shall have a minimum vertical clearance of nine feet.

G. Façade Articulation

1. Building façades shall incorporate vertical and horizontal articulations, such as bays, projections, recesses, or material changes, to avoid blank wall conditions.
2. No façade segment greater than thirty (30) feet in width shall be permitted without articulation.
3. Paint, faux treatments, scoring, construction joints, lighting, and material projections less than two inches are permitted, but do not fulfill the façade articulation requirements.
4. Garage doors, entrances and exits with street frontage shall be designed to have a decorative appearance consistent with the overall architectural composition of the project.

H. Upper Story Setback / Roofs

1. All building portions above the fifth third story shall provide an additional setback of ten (10)twenty-(20) feet along primary and secondary roadway frontages.
2. The setback area may be used for terraces, green roofs, or other occupiable amenities for building occupants.
3. Building tops should be included in the architecture through distinctive roof shapes, a change in fenestration patterns, placement of architectural elements such as balconies, cornice line, and moldings, and/or a stepback at the top story;
4. Flat roofs shall be screened from adjacent properties and streets with decorative parapets

5. Roof eaves above pedestrian walkways must be guttered to promote a pedestrian friendly environment

Table III-2. Building Form Standards Quick Reference

Standard	Requirement
Building Placement (SoVi and U <u>RV</u> only)	Min. setback: 15 ft (sidewalk/landscape)Max. setback: 20 ft
Parking Location (SoVi and U <u>RV</u> only)	Rear or side only. Prohibited in front of building unless for public on-street parking
Ground Floor Transparency	8 <u>6</u> 0% glazing minimum on ground floor frontage. No mirrored/reflective glass
Ground Floor Uses	Active uses required (retail, restaurant, office, civic) Residential prohibited except lobbies/offices
Building Height	Max. 8 stories+15 ft for mechanical/architectural features
Arcades/Porches/Balconies	Allowed 2nd floor and above. Must be set back 5 ft from edge of property. <u>Arcades allowed on first floor.</u>
Façade Articulation	Required every 30 ft , with recesses, projections, material changes, etc
Upper Story Setback	Above <u>5th</u> 3rd floor: 20 ft setback along primary/secondary roads

Sec. 34-1325.13. SECTION IV. PUBLIC REALM STANDARDS

A. Street Network and Connectivity

1. Block Size.

- New Blocks within the Overlay shall not exceed four hundred (400) feet in length or one thousand two hundred (1,200) feet in perimeter, except where constrained by natural features, utility corridors, or existing rights-of-way. Pedestrian-only

pathways may be used to define block boundaries where they create meaningful circulation.

- Developments shall be designed to achieve a highly connected and walkable network.

2. Street Extensions.

- All new development shall provide for the logical extension of the public street network to adjacent parcels.
- Where direct connections are not immediately feasible, rights-of-way or easements shall be reserved to accommodate future street extensions.
- Connections may be waived where incompatible with adjacent residential neighborhoods.

3. Street Alignment.

New streets shall be aligned and designed to continue and reinforce the existing grid or modified grid system, with an emphasis on walkability, multiple route options, and improved circulation.

B. Street Types

1. Establishment of Street Types.

The following street types are established within the Overlay and are described in Table IV-1. All new streets shall be designated according to these categories and comply with the associated standards.

2. Table IV-1: Street Types and Standards

Street Type	Primary Function	Sidewalk ** Width (min)	On-Street Parking	Ground-Floor Uses / Frontage	Additional Notes
Main Street Including 2 nd Avenue North	Retail-focused, pedestrian activity	15 ft	Parallel	Continuous active retail frontage	Primary Street with High pedestrian amenities, benches, lighting, shade trees
Mixed-Use Avenue Including Davis Road	Retail, office, residential	12 ft	Parallel	Mixed-use frontage	Primary Street with Transit- friendly; pedestrian amenities encouraged
Neighborhood Street	Residential emphasis	6–8 ft	Parallel	Residential frontage	Secondary Street with Lower vehicle speeds; pedestrian and bicycle priority

Street Type	Primary Function	Sidewalk ** Width (min)	On-Street Parking	Ground-Floor Uses / Frontage	Additional Notes
Alley	Service and access	N/A	N/A	Service access only	Private or public access; used for loading, parking, utilities

** Sidewalk area may include planters or planting areas and streetscape amenities, but a 65' clear travel path shall be maintained.

C. Streetscape Standards

1. Sidewalks.

- Sidewalks shall conform to the minimum widths required by street type as set forth in Table IV-1.
- Sidewalks shall provide a clear pedestrian through-zone of no less than six (6) feet, free of obstructions.
- A furnishing/landscape zone shall be provided adjacent to the curb for street trees, lighting, and pedestrian furnishings.

2. Street Trees and Landscaping.

- Street trees shall be planted at intervals of approximately thirty (30) to forty (40) feet on center, or clustered where appropriate to provide shade and visual continuity.
- Street trees shall be planted between the curb and sidewalk where possible in order to reduce conflicts between pedestrians and vehicles.
-
- Shade structures, landscaped planters, and similar pedestrian comfort elements shall be incorporated as appropriate.
- A maintenance agreement, in a form acceptable to the Village Attorney, shall require the property owner to be responsible for and maintain any tree grates, irrigation, landscaping, and street furnishings within the public right-of-way.

3. Street Lighting and Furnishings.

- Pedestrian-scaled lighting shall be provided on all public streets.
- Benches, trash receptacles, and bicycle racks shall be provided at intervals appropriate to the street type and level of pedestrian activity.

4. On-Street Parking.

- On-street parking shall conform to the configurations permitted for each street type in Table IV-1.
- Curb extensions and pedestrian bump-outs may be required at intersections to improve pedestrian safety.

D. Civic Spaces

1. **Types of Civic Spaces.** Civic spaces shall include plazas, pocket parks, civic greens, or other publicly accessible open spaces intended for civic, recreational, or cultural use.
2. **Provision of Civic Spaces.**
 - Developments with a site area greater than two (2) acres shall provide no less than five percent (5%) of the gross site area as publicly accessible civic space.
 - Civic spaces should be a minimum depth of 40 feet and a minimum size of 3,000 SF.
 - All residents and employees within the Overlay District shall be located within one-quarter~~eight~~th (1/~~48~~) mile walking distance of a publicly accessible civic space.
3. **Placement and Design.**
 - Civic spaces shall front on public streets and provide direct pedestrian access.
 - Civic spaces shall incorporate seating, shade, landscaping, and hardscape features appropriate to the intended use.
 - Civic spaces shall be connected to the broader pedestrian and bicycle circulation network wherever feasible.

Sec. 34-1325.14. SECTION V. LAND USE STANDARDS

A. General Applicability

1. The provisions of this Section shall govern all land uses within the Urban Village Overlay .
2. Land uses shall be permitted ("P"), special exception ("SE") conditional ("C"), or prohibited ("X") as set forth in the Land Use Matrix below.
3. Where conflicts arise between the Overlay and underlying zoning, the Overlay standards shall prevail.
4. Retail and restaurant uses along Main Street are encouraged.

B. Land Use Matrix

Use Category	Specific Use	Main Street Frontage	Mixed-Use Avenue	Neighborhood Street	Alley/Service Frontage
Residential**	Multi-family dwellings	P (upper floors only)	P (upper floors only)	P	X
	Live/work units	P	P	P	X
	Upper-story residential	P	P	P	X
Commercial	Retail establishments	P	P	<u>SEC</u>	X
	Personal service (salons, repair, etc.)	P	P	P	X

Use Category	Specific Use	Main Street Frontage	Mixed-Use Avenue	Neighborhood Street	Alley/Service Frontage
	Restaurants, cafés	P	P	SEC	SEC
	Drive-through facilities	X	X	X	X
	Bars, lounges	SEC	SEC	SEC	SEC
Office	Professional/business offices	P	P	SEC	X
	Co-working/shared office	P	P	SEC	X
Civic & Institutional	Public buildings, libraries, museums	P	P	P	SEC
	Place of Worship/Assembly	X	X	X	X
	Educational/training facilities	SEC	P	SEC	SEC
Entertainment & Recreation	Theaters, galleries, performance venues	P	P	SEC	X
	Indoor recreation/fitness	SEC	P	SEC	X
	Outdoor plazas & programmed open space	P	P	P	P
Lodging	Hotels, inns, short-term accommodations	P	P	SEC	X
Production/Artisan	Microbreweries, craft manufacturing (ancillary)	SEC	P	SEC	SEC
Utilities/Other	Structured parking garage	SEC (active ground-floor required)	SEC (active ground-floor required)	SEC	SEC
	Utility/civic facilities not listed	SEC	SEC	SEC	SEC
Prohibited Uses	Automobile-oriented uses outlined in Chapter 34,	X	X	X	X

Use Category	Specific Use	Main Street Frontage	Mixed-Use Avenue	Neighborhood Street	Alley/Service Frontage
	Subdivision XV Vehicle drive-thru lanes Light industrial uses Self-Storage Warehouse, including Flex Units Vehicle Sales Automotive Repairs Adult Entertainment				

Legend:

- **P = Permitted Use (by right)**
- **C = Conditional Use Special Exception (subject to CUP approval)**
- **X = Prohibited**

****Minimum 800 square foot unit size**

C. Mixed-Use Development Requirement

1. Developments greater than two (2) acres in area shall include at least two distinct land use categories from among the permitted uses.
2. Stand-alone single-use developments are discouraged and subject to additional review for consistency with Overlay objectives.
3. Parking garages are expected, and where concealed by habitable space shall not be included in the calculation of height or floor area.

Sec. 34-1325.15. SECTION VI. PARKING AND MOBILITY STANDARDS

A. General Intent

1. To balance vehicular access with the promotion of walkability, transit use, and bicycle mobility within the Urban Village Overlay .
2. To reduce reliance on surface parking and encourage shared parking facilities and structured parking where feasible.
3. To ensure that parking and circulation facilities support, rather than detract from, the pedestrian-oriented character of the Overlay.

B. Parking Location and Design (See III.B. above)

C. Parking Supply

1. Minimum Parking Requirements

- Non-residential uses: 2 spaces per 1,000 square feet of gross floor area.
- Residential uses: 2.0 space per dwelling unit.
- Guest Parking: for the first 50 units, .30 spaces per unit
for units 51 and above, .20 spaces per unit
- Mixed-use developments may share parking, with reductions up to 25% allowed upon submission of a shared parking study.

2. Maximum Parking Cap

- Parking provided shall not exceed 125% of the minimum required by Sec 34-1329, without approval of the Planning, Zoning & Building Director.

3. Parking Reductions

- On-street parking spaces adjacent to the property frontage may be credited toward required parking.
- Parking reductions can be considered by the Village Council with justification.

D. Bicycle Parking

1. All new development shall provide secure, visible bicycle and micromobility parking at a rate of:
 - Non-residential: 1 space per 10 vehicle spaces.
 - Residential: 1 space per 5 dwelling units.
2. Long-term bicycle storage shall be provided in all multi-family and mixed-use buildings with 20 or more dwelling units.

E. Loading and Service Areas

1. Loading docks and service areas shall be located to the rear of buildings and screened from public view.
2. Service access shall be provided via alleys where available.

F. Mobility and Connectivity

1. Pedestrian Circulation

- Developments shall provide continuous pedestrian walkways that connect building entrances, parking areas, public sidewalks, and transit stops.
- Internal pedestrian walkways shall be a minimum of 6 feet in width and clearly distinguished from vehicular circulation.

2. Bicycle and Micro-Mobility Facilities

- Developments shall provide connections to adjacent greenways, multi-use paths, or designated bicycle routes where applicable.
- Micro-mobility parking (e-scooters, shared bikes) shall be accommodated in designated areas without obstructing pedestrian travel.

3. Transit Access

- Where a site fronts a designated transit route, including future routes designated in the Village Mobility Plan, adequate space shall be reserved for bus stops or shelters, in coordination with the transit agency.

- Bus shelters shall include seating, lighting, and weather protection consistent with Village standards.

Sec. 34-1325.16. SECTION VII. ADMINISTRATION AND PROCEDURES

A. Applicability.

Compliance with these Urban Village Overlay regulations is on an “opt in” basis, and only apply to the select properties that have been designated with the Overlay as shown on the Official Zoning Map. Where standards of this Overlay conflict with the underlying Commercial Renewal zoning district or other Land Development Regulations, the standards of this Overlay shall control.

B. Administration.

The Planning, Zoning and Building Director, or designee, shall administer and interpret this Overlay in accordance with the procedures of the zoning code, and with consultation by the Executive Director of the Palm Springs Community Redevelopment Agency.

C. Review Procedures.

1. Development applications within the Overlay shall be reviewed in accordance with the Site Plan Review, ~~Conditional Use~~[Special Exception](#), Variance, and Appeal procedures set forth in the zoning code.
2. The Planning and Zoning Board shall serve as the recommending body, and the Village Council as the final decision-making authority, for discretionary actions as provided in the zoning code.

D. Flexibility.

1. The Planning, Zoning and Building Director may allow flexibility in dimensional, design, or parking standards where strict compliance would inhibit redevelopment or the achievement of the Intent and Purpose of the Overlay. The minimum size thresholds of the subdistricts may not be waived.
2. Any flexibility granted shall be consistent with the overall vision for walkable, mixed-use, pedestrian-oriented redevelopment, and a “main street” environment in South Village.

E. Incentives.

1. Incentives such as unlimited density and intensity reduced parking requirements, or allowance for additional height or reduced setbacks may be provided for development that:
 - Incorporates active ground-floor uses,
 - Preserves or enhances public realm features,
 - Implements sustainable building or site design, or
 - Facilitates lot assembly and redevelopment of underutilized sites.
2. Incentives shall be applied in accordance with procedures in the zoning code and may require Site Plan or ~~Conditional Use~~[Special Exception](#) approval

F. Amendments.

Text or map amendments to this Overlay shall be processed as zoning amendments under the procedures of the zoning code.

G. Nonconformities.

Nonconforming uses, structures, and sites within the Overlay are subject to the nonconformities provisions of the zoning code.

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. The sections of the ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption.

_____ offered the Ordinance for its first reading and moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was:

	<u>AYE</u>	<u>NAY</u>
BEV SMITH, MAYOR	_____	_____
KIM SCHMITZ, VICE MAYOR	_____	_____
GARY READY, MAYOR PRO TEM	_____	_____
PATTI WALLER, COUNCIL MEMBER	_____	_____
JOHNNIE TIECHE, COUNCIL MEMBER	_____	_____

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____

KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

CHRISTY GODDEAU, VILLAGE ATTORNEY

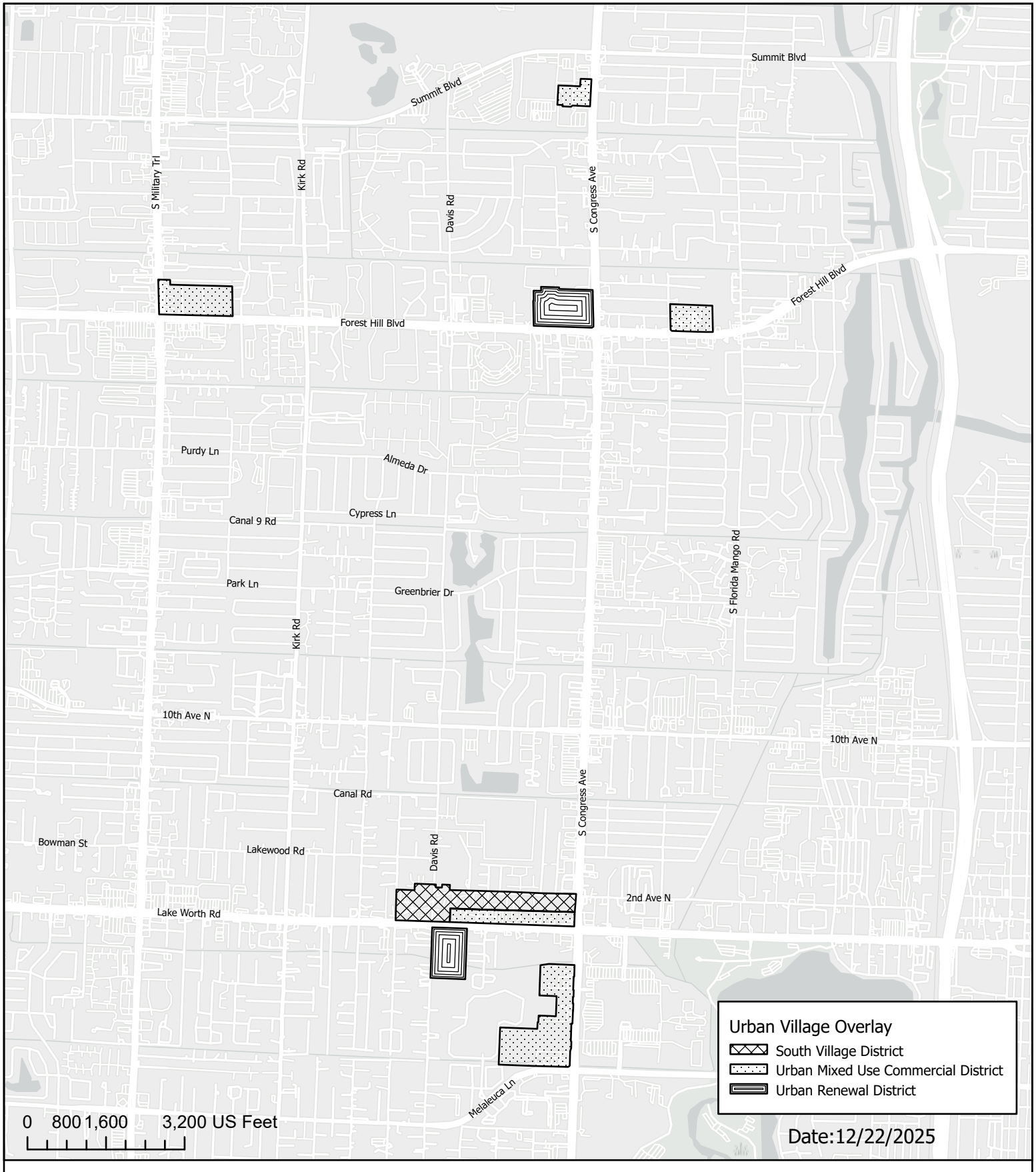


Village of Palm Springs

Urban Village Overlay



Map II.1

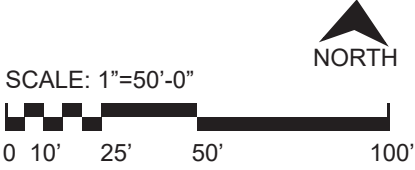




Site Data	
Overall Site Area: +/-242,806 sf	
• Building One (250' x 180')	Floors: 6
	Footprint: 45,000 sf
	Total Square Footage: 180,000 sf
	Two Floor Parking Garage: 90,000 sf
• Building Two (250' x 100')	Floors: 5
	Footprint: 25,000 sf
	Total Square Footage: 75,000 sf
	Two Floor Parking Garage: 50,000 sf
• Building Three (250' x 175')	Floors: 3
	Footprint: 43,750 sf
	Total Square Footage: 131,250 sf
• Floor Area Ratio: 1.59	
• Open Space: 75,478 sf	
• Impervious Area: 53,578 sf	
◦ Surface Parking Spaces: 91	

839 SOUTH CONGRESS AVE

January 2024





VIEW ONE

839 SOUTH CONGRESS AVE

January 2024

Kimley»Horn



VIEW TWO

839 SOUTH CONGRESS AVE

January 2024



VIEW THREE

839 SOUTH CONGRESS AVE

January 2024



Site Data

Overall Site Area: +/-197,892 sf

- Building One (215' x 170')
Floors: 4
Footprint: 36,550 SF
Total Square Footage: 146,200 sf
- Building Two (215' x 90' x 100' x 45' x 116' x 135')
Floors: 5
Footprint: 24,720 sf
Total Square Footage: 74,160 sf
Two Floor Parking Garage: 49,440 sf
- Building Three (205' x 80')
Floors: 3
Footprint: 16,400 sf
Total Square Footage: 49,200 sf
- Building Four (150' x 80')
Floors: 4
Footprint: 12,000 sf
Total Square Footage: 48,000 sf

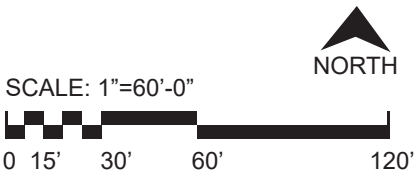
• Floor Area Ratio: 1.60

• Open Space: 81,240 sf

• Impervious Area: 58,037 sf
◦ Surface Parking Spaces: 97

3917 SOUTH CONGRESS AVE

January 2024



Kimley»Horn



3917 SOUTH CONGRESS AVE

January 2024



3917 SOUTH CONGRESS AVE

January 2024



3917 SOUTH CONGRESS AVE

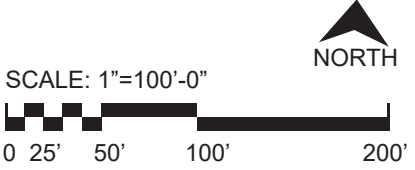
January 2024



Site Data	
Overall Site Area: +/- 850,598 sf	
• Building One (180' x 425')	
Floors: 4	
Footprint: 76,500 SF	
Total Square Footage: 306,000	
• Building Two (200' x 430')	
Floors: 5	
Footprint: 86,000 sf	
Total Square Footage: 430,000 sf	
• Building Three (165' x 350')	
Floors: 3	
Footprint: 57,750 sf	
Total Square Footage: 173,250 sf	
• Building Four (330' x 350')	
Floors: 5	
Footprint: 115,500 sf	
Total Square Footage: 231,000 sf	
Three Floor Parking Garage: 346,500	
• Building Five (150' x 175' x 330' x 440' x 500')	
Floors: 3	
Footprint: 124,300 sf	
Total Square Footage: 372,900 sf	
• Floor Area Ratio: 1.78	
• Open Space: 237,279 sf	
• Impervious Area: 153,269 sf	
◦ Surface Parking Spaces: 152	

3015 FOREST HILL BLVD

January 2024





3015 FOREST HILL BLVD

January 2024



3015 FOREST HILL BLVD

January 2024



VIEW THREE

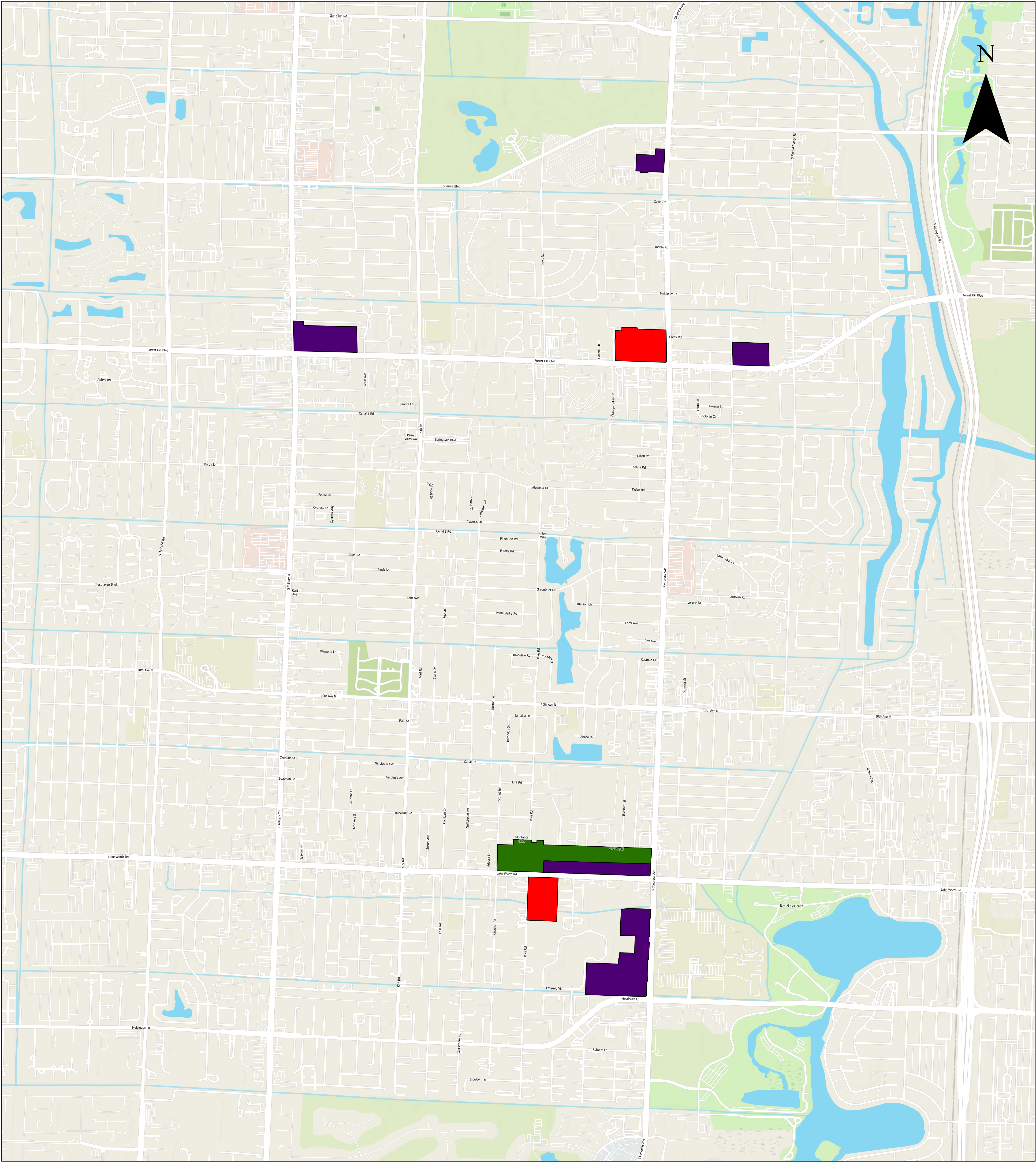
3015 FOREST HILL BLVD

January 2024



Village of Palm Springs

Urban Village Overlay



Urban Village Overlay

- South Village District
- Urban Mixed Use Commercial District
- Urban Renewal District

0 1,300 2,600 5,200 US Feet

Date: 12/22/2025

Palm Springs Village - Legal Notice

10/29/2025 8:35 AM (EDT)

Submitted by Andrea Medero (amedero@vpsfl.org)



Legal Notice

Please choose a category	Public Hearing - Palm Springs Village
Title	Ordinance No. 2025-12 - Code Amendment - Chapter 34, Land Use - Urban Village Overlay
Publish Date	10/29/2025
Publish Time	12:00 PM (EDT)
Description	ORDINANCE NO. 2025-12 AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES TO PROVIDE ADDITIONAL INCENTIVES FOR REDEVELOPMENT BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE IV "LAND USE", DIVISION 7, "SUPPLEMENTAL REGULATIONS", TO ADD A NEW SUBDIVISION XXVIII "URBAN VILLAGE OVERLAY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. Wednesday, November 12, 2025, at 6:30 p.m. by Planning & Zoning Board. (First Reading) Thursday, November 13, 2025, at 6:30 p.m. by the Village Council, after LPA Meeting by the Village Council.
Submitted by (Email Address)	amedero@vpsfl.org
Notifications	No
Signature	



Village of Palm Springs

Executive Brief

AGENDA DATE: January 15, 2026

DEPARTMENT: Public Works

ITEM #16: Approval of a Sign Variance application for the LED Message Board Monument Signs

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

Note: The first sign was installed at the entrance of Village Hall on Davis Road, where the previous monument sign was located. This LED sign received approval for three variances on June 12, 2025, under Resolution No. 2025-41.

To allow for the five additional monument signs, the Village is requesting six variances to permit deviations from its established standards:

Proposed Locations	Code Section	Request
1. 2nd Avenue N and Davis Road (northeast corner)	Section 1-2	PSV 26-01 – to allow a monument sign with a base narrower than the height of the sign
	Section 34-263(f)(2)	PSV 26-02 – to allow the changeable copy area for the public use sign to be 100%, where the code limits it to not exceed 50%
2. 10th Avenue N and Davis Road (north side)	Section 34-327(b)(1)	PSV 26-03 – to allow placement of the monument sign immediately adjacent to the right-of-way – 0' setback
	Section 34-267(g)	PSV 26-04 – to allow a 10' high monument sign, where the code limits to a maximum of 8' in height
3. 10th Avenue N and Davis Road (south side)	Section 34-267(i)	PSV 26-05 – to allow multiple colors and varying messages, where the code limits changeable signs to monochromatic and a single message
4. Alameda Drive (adjacent to the sports fields)	Section 34-267(l)	PSV 26-06 – to allow graphics and logos where the code permits only text and numbers

5. Greenbrier Drive and Longfellow Drive (within the refurbished Gateway median)		
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The staff is seeking approval for this variance application to proceed with the installation of the sign at these locations. The attached application outlines the requested variances along with justifications for their approval.

FISCAL IMPACT:

The proposed variance is requested to minimize costs and maximize sign visibility. The construction of the sign by KENCO has already been approved and funded in FY 2025.

ATTACHMENTS:

- 1. Resolution No. 2026-01 Sign Variances
- 2. Sign rendering
- 3. Monument sign's location plan
- 4. Sign Variance Letter - Davis at Village Hall

RESOLUTION NO. 2026-01

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, AN APPLICATION SUBMITTED BY FELIPE LOFASO, PUBLIC WORKS DIRECTOR FOR THE VILLAGE OF PALM SPRINGS (“APPLICANT”) FOR SIX (6) SIGN VARIANCES (PSV26-01, PSV26-02, PSV26-03, PSV26-04, PSV26-05, AND PSV20-06), TO INSTALL FIVE (5) FREESTANDING ELECTRONIC MONUMENT SIGN WITH LED MESSAGING BOARDS FOR PUBLIC ANNOUNCEMENTS TO BE LOCATED THROUGHOUT THE VILLAGE IN THE RIGHTS-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Felipe Lofaso, Public Works Director for the Village of Palm Springs (“Applicant”), is requesting six (6) sign variances pursuant to Section 34-329 of the Village of Palm Springs Code of Ordinances, to replace the existing electronic monument signs with another freestanding monument signs with LED messaging board for public announcements at five (5) locations throughout the Village in the rights-of-way; and

WHEREAS, the variances requested by the Applicant are as follows:

1. **(PSV26-01)** – Variance from Section 1-2 to allow a monument sign with a base narrower than the height of the sign.
2. **(PSV26-02)** - Variance relief from Section 34-263(f)(2) to allow the changeable copy area for the public use sign to be 100%, where the code limits it to not exceed 50%.
3. **(PSV26-03)** - Variance relief from Section 34-327(b)(1) to allow placement of the monument sign immediately adjacent to the right-of-way – 0’ setback.
4. **(PSV26-04)** - Variance relief from Section 34-267(g) to allow a 10’ high monument sign, where the code limits to a maximum of 8’ in height.
5. **(PSV26-05)** - Variance relief from Section 34-267(i) to allow multiple colors and varying messages, where the code limits changeable signs to monochromatic and a single message.
6. **(PSV26-06)** - Variance relief from Section 34-267(l) to allow graphics and logos where the code permits only text and numbers.

WHEREAS, the Village Council has heard the request for six (6) sign variances in public session; has considered the presentation and other evidence presented by the Applicant in light of the criteria set forth in Code Section 34-329(b); has received and considered the recommendations of the Village Staff; and has otherwise been fully informed regarding this matter.

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

1. **Section 1.** The Village Council having received and considered the request of Felipe Lofaso, Public Works Director for the Village of Palm Springs (“Applicant”), for approval of six (6) sign variances (PSV26-01, PSV26-02, PSV26-03, PSV26-04, PSV26-05 and PSV26-06) at the following five (5) locations:

1. 2nd Avenue N and Davis Road (northeast corner)
2. 10th Avenue N and Davis Road (north side)
3. 10th Avenue N and Davis Road (north side)
4. Alameda Drive (adjacent to the sports fields)
5. Greenbrier Drive and Longfellow Drive (within the refurbished Gateway median)

_____ Having been otherwise fully apprised of the premises herein, for good cause shown, the Village Council hereby approves said application with the staff report conditions attached hereto as Exhibit “A”, which is incorporated herein by reference, pursuant to Section 34-329 of the Village Code, finding that the majority of the following criteria are met as follows (select at least 3 of 5 criteria for approval):

_____ (1) Special and unique conditions exist which are peculiar to the applicant's case, and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way.

_____ (2) The special and unique conditions are not directly attributable to the actions of the applicant.

_____ (3) The literal interpretation of this article, as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated.

_____ (4) The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.

_____ (5) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.

OR

_____ Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the findings and denies the application, finding that good cause for the grant of the variances(s) 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 34-329(b) , for the following reason(s):

Resolution No. 2026-01 – Sign Variances in Multiple VoPS ROW Locations

Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

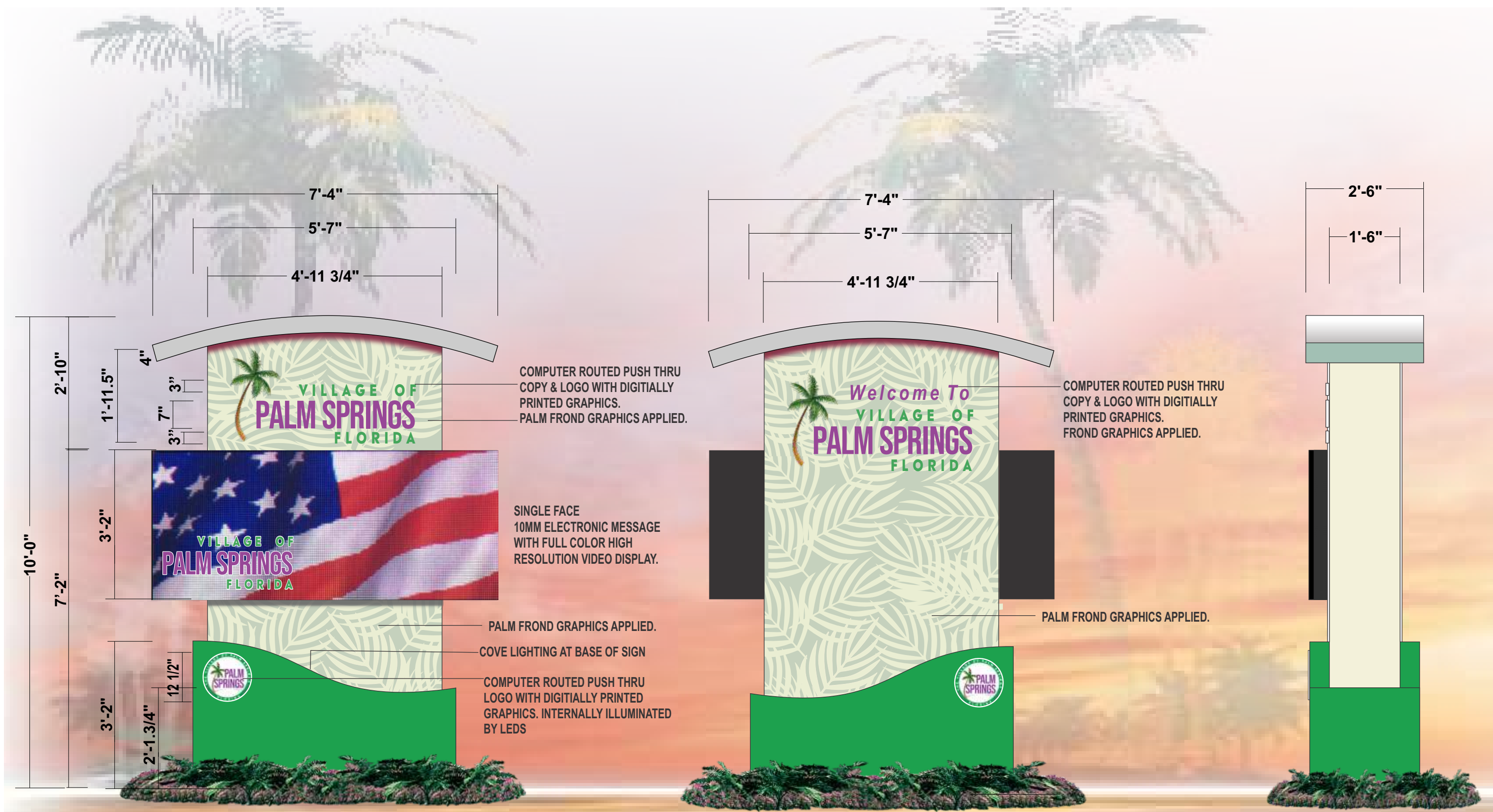
BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

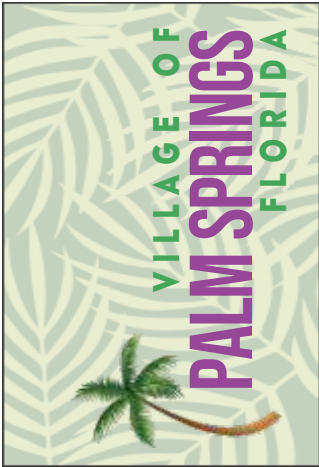
BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY



SIGN ELEVATION (FRONT)
FRONT VIEW: 1/2" = 1'-0"

SIGN ELEVATION (BACK)
FRONT VIEW: 1/2" = 1'-0"

SIDE VIEW



DATE: 11/10/25
DESIGNER: RB
REVISIONS / DATE:
1)
2)
3)
SHEET 1 OF 1
ACCOUNT: VILLAGE OF PALM SPRINGS
STREET: 11311 North 15th Street
CITY: Tampa, STATE: FL 33612
DESIGN #: SCALE:
SALES REP: RAYMOND WEBB
NOTES:
FILE NAME: PROGRAM:
FONTS USED:
APPROVED BY: DATE:
This design (except registered or existing trademarks is the property of KENCO 2000, INC. And shall not be reproduced or copied in whole or in part without the permission of the above named owner.

K
KENCO
SIGNS - ST ATEWIDE
LED
PARTNERS
FLORIDA
DIGITAL DISPLAYS
1539 GARDEN AVENUE
HOLLY HILL, FL 32117
386-672-1590
800-526-3291
FAX 386-677-2910

Signs are intended to be installed in accordance with the installation instructions provided with the sign sections and the NEC. Authorities having jurisdiction are responsible for the ultimate decision to approve an installation.
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.
www.kenco2000inc.com







10th Ave
North
3400 3500

DAVIS RD

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Alameda Dr



Osborne Dr

© 2024 Google



Public Works Department
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200
www.vpsfl.org

SIGN VARIANCE REQUEST: VILLAGE LED MESSAGING BOARDS

Village staff is requesting six (6) variances from the Village Code – Article IV, Signs, to permit electronic changeable message boards within road rights-of-way. The proposed monument signs were custom-created as part of the Village’s branding and placemaking effort, reflecting the new Village logo and colors. Village Council consensus on the style and design of the proposed signs was received on February 8, 2024.

The proposed LED messaging boards utilize the Village colors (purple and green), incorporate an embossed palm background on the sign base (in keeping with the theme of proposed building panels on the police department expansion), and contain the free-form Village logo, which illuminates internally. The conceptual monument sign design is attached as Exhibit A.

At this time, five (5) LED messaging boards are being proposed for variance:

- 1) Greenbrier Drive and Longfellow Rd (center island) – FY26
- 2) 2nd Ave North and Davis Road (northeast corner) – FY25 (CRA)
- 3) 10th Ave North and Davis Road (2 signs – north side and south side) – FY27
- 4) Cypress Lane and Alameda Rd (entrance to Village Commons Park) – FY28

The proposed signs are to be located within the Village road right-of-way, which will necessitate a variance, and an additional five variances will be needed for the full-color graphics messaging display. Staff are requesting variations from Village Code: Sec 1-2: definition of monument sign, Sec. 34-263(f)(2): changeable copy in excess of 50% of the sign face area, Sec. 34-327(b)(1): placement with 0’ setback from right-of-way, Sec. 34-267(i): full-color text and graphics, Sec. 34-267(g); maximum height of monument sign and Sec. 34-267(l): allowance of graphics and logos

Pursuant to Sec. 34-603(b), seven criteria should be considered before approval of any variance:

Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same land development district.

Sec. 1-2: The proposed LED message boards do not meet the code definition of a “monument” sign in that the base is narrower than the height of the sign. By definition, a monument sign is a sign with a solid base on the ground of the same or larger dimension as the height of the sign. A deviation is requested to allow for a more aesthetic sign base that is narrower at the base and at the top, with a wider display area.

Sec. 34-263(f)(2): The proposed signs contain no more than 33.25 sf of sign face area – 12 sf comprises the Village logo and seal, and 21.25 sf comprises the electronic messaging display. The changeable copy area represents 64% of the sign face area. Village code limits the changeable copy area for public/institutional use to 50% of the sign face area; thus, a deviation of 14% is requested.

Sec. 34-327: The proposed signs are proposed to be located within swales or medians, within the public right-of-way, and not within a parcel. Strict interpretation of the code requires a 10' monument sign to be setback 20' or more from the property line. A deviation is required to allow a 0' setback.

Sec. 34-267: Changeable copy signs are limited to 8' in height with monochromatic messages and no graphics or logos. A variance is requested to allow the proposed monument signs (a deviation of 2' in height), which place the LED message board at an appropriate height for an oncoming driver, and to allow full-color digital displays to elicit community engagement and to better highlight the public notices and event announcements being made. It is noted that full-color digital text and graphic displays have become the norm in recent years.

The special conditions and circumstances do not result from the actions of the applicant.

The proposed signs are expected to assist with meeting the Village's goal of maintaining a small town feel by promoting Village/community information, events, programs, activities, etc. The proposed monument signs were custom-created as part of the Village's branding and placemaking effort and reflect the new Village logo and colors.

Granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings or structures in the same land development district.

Electronic changeable copy display signage is only permissible on governmental/educational properties. Variance requests are made on a case-by-case basis in consideration of the specific characteristics and conditions of the proposed signage, and approval of these variances does not establish a precedence. It should be noted that the School Board is not governed by Village land development regulations and is improving schools with full color digital copy messaging boards.

Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

Literal interpretation of the Code (definition of a monument sign, maximum sign face area, sign setback, sign height, and type of changeable copy displays) were not necessarily established with modern LED messaging boards in mind. The proposed signs will be installed in locations visible to passing drivers – and therefore must be located within proximity to vehicle use areas. Electronic messaging signs have advanced technologically since 2015 when the sign code was last amended. Concerns about driver safety when reading message boards have been eliminated or reduced.

The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

Staff is requesting the minimum deviations necessary to place the approved signs within the Village rights-of-way.

The grant of the variance will be in harmony with the general intent and purpose of this chapter.

The majority of the requested deviations are in keeping with the spirit of the Code for placement of signage within the public right-of-way. The signs and message display area are designed at a height and size to promote legible announcements, through text and recognizable graphics, oriented to the passing driver.

Such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The proposed LED message boards are designed with the motorist in mind and will not be detrimental to vehicular travel. Pursuant to Sec. 34-267, messages will be turned off between the hours of 10:00 p.m. and 6:00 a.m.

Thank you