CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF

CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement

PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2019803

PALM BEACH COUNTY, FLORIDA

Project Name: **CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement**

Project No.: **2019803**

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NON-MANDATORY PRE-BID MEETING

Date: **Thursday, August 13, 2026**

Time: **2:30 p.m.**

Location: **Engineering and Public Works Department**
3rd Floor Main Conference Room (3W-12)
2300 North Jog Road
West Palm Beach, Florida, 33411-2745

BID OPENING MEETING

Date: **Tuesday, September 1 , 2026**

Time: **2:00 p.m.**

Location: **Engineering and Public Works Department**
3rd Floor Main Conference Room (3W-12)
2300 North Jog Road
West Palm Beach, Florida, 33411-2745

Webex Option for **both meetings**:
https://pbc-gov.webex.com/meet/Eng-RoadwayBids

If there are any questions concerning these meetings, please contact:
Roadway Production Division
(561) 684-4150

ADVERTISEMENT FOR BID

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida, in the Office of Palm Beach County Engineering and Public Works Department, Roadway Production Division, located at 2300 North Jog Road, Third Floor Room 3W-33, West Palm Beach, Florida, 33411-2745, up to 2:00 P.M., local time, and opened in the Third Floor Conference Room (3W-12) on **Tuesday, September 1, 2026**, for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement.
PALM BEACH COUNTY PROJECT NO. 2019803

All conditions and requirements for Bid submission, consideration, and award are contained in the Contract Documents, which are posted on the following Palm Beach County web site:
https://pbcvssp.pbc.gov/vssprd/Advantage4

To review the Contract Documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Contract Documents (Plans, Specifications, Excel Proposal Forms, check list "with required forms" and any other related documents).

Hard copy documents will be available at the Department for a non-refundable service fee of **$40***. The Contractor shall contact Palm Beach County Roadway Production Division at (561) 684-4150 in advance to arrange for hard copies.

All Bids shall be submitted in accordance with the Bid Documents, including but not limited to the General Provision Section 2 and accompanied by the documentation referenced therein.

The NON-MANDATORY Pre-Bid Meeting will be held on Thursday, August 13, 2026 at 2:30 P.M., in the Third Floor Main Conference Room (3W-12) in the Palm Beach County Building at 2300 North Jog Road, West Palm Beach, Florida. *Webex Option* – https://pbc-gov.webex.com/meet/Eng-RoadwayBids. Attendance at this pre-bid meeting is not mandatory but is highly recommended and strongly encouraged. To the extent you are unable to attend the pre-bid meeting, you may request and obtain an audio recording of the meeting by contacting Palm Beach County Roadway Production Division at (561) 684-4150.

The Board of County Commissioners reserves the right to reject any or all Bids. By order of the Board of County Commissioners, Palm Beach County, Florida.

ATTEST:
MICHAEL A. CARUSO, CLERK OF THE CIRCUIT COURT & COMPTROLLER

DAVID RICKS, P.E., COUNTY ENGINEER

PUBLISH: PALM BEACH POST
SUNDAY: August 2, 2026
SUNDAY: August 9, 2026

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

BY: Sara Baxter, Mayor

SUBMITTALS REQUESTED WITH BID

At a minimum, submit
One (1) original package containing the following:

(see contract documents to determine if other requirements apply)

_____ OSBD Schedule 1 (page SBD-1) *Ensure all subcontractors are listed*

_____ OSBD Schedules 2 (page SBD-2) *Submit a Schedule 2 for all subcontractors*

_____ All Proposal Pages (P pages)

_____ Signed Contractor's Certification (last P page)

_____ Signed/Sealed Local Preference (page LP-2)
with Copy of Bidder's Palm Beach County Tax Receipt (if eligible)

_____ Scrutinized Companies (page SC-1)

_____ Bid Bond forms (pages BB-1, BB-2)
with Acknowledged/Sealed Bid Bond/Power of Attorney

_____ Certificate of Resolution (page CC-1)

_____ Copy of Firm's Active License to Conduct Business in the State of Florida

_____ Certification of Sublet Work (page SW-1)

_____ FDOT Pre-Qualification Letter or Qualifications and Experience Package
(see General Provisions Section 2-1 for specific requirements)

Please do not staple

or permanently bind

the Bid documents.

INSTRUCTIONS TO BIDDERS

Prospective Bidders are hereby advised that Division I of the FDOT Standard Specifications for Road and Bridge Construction FY 2024-25 (and as amended herein) (Specifications) shall serve as instructions to Bidders along with the following:

1. Addenda – Changes while Bidding
2. Pre-Bid Site Inspection and NON-MANDATORY Pre-Bid Meeting
3. Laws Affecting Public Work
4. Power of Attorney
5. Incentives
6. Small Business Development (SBD) Program
7. VSS Registration Required
8. Posting of Bid Tabulations and Award Recommendation
9. Prohibition Against Considering Interests

1. ADDENDA – CHANGES WHILE BIDDING: No interpretation of the meaning of the Plans, Specifications or other Contract Documents will be made to any Bidder orally. Every Request for Information (RFI) is preferred to be submitted to the Director, Palm Beach County Roadway Production Division via electronic mail (e-mail) to email address:

ENG-RoadwayBids@pbc.gov

RFI's may also be mailed or faxed to the Director at the following: 2300 N. Jog Road, Suite #3W-33, West Palm Beach, Florida, 33411-2745. Fax: 561-684-4166. For the RFI to be given consideration, it must be submitted at least five (5) Working Days prior to the date and time fixed for the opening of Bids.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be posted on the following URL: https://pbcvssp.pbc.gov/vssprd/Advantage4 up to seventy-two (72) hours prior to the date and time fixed for the opening of Bids. The exceptions to this notification period shall be that of an Addenda whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes, which shall be issued up to 24 hours prior to the date fixed for the Contract Letting. The request for Bids may be withdrawn, or the date for receipt of Bids may be postponed, at any time prior to the bid opening.

The Bidder shall acknowledge and certify receipt of all addenda by completing the Proposal Form page. Copies of Addenda will also be made available for inspection at the Department where Bidding Documents are on file for that purpose. Failure of any Bidder to receive any such Addenda of interpretation shall not relieve any Bidder from any obligation under the Bid as submitted. All addenda so issued shall, ultimately, become part of the Contract Documents.

2. PRE-BID SITE INSPECTION AND *NON-MANDATORY PRE-BID MEETING

SITE INSPECTION – Bidders may visit and inspect the Work site individually, however no Department sponsored Pre-Bid Inspection Meeting will be held for this Contract.

NON-MANDATORY PRE-BID MEETING – See Notice to Bidders.

3. LAWS AFFECTING PUBLIC WORK: Bidders shall be familiar with the various Federal, State and Local Laws affecting the prosecution of the Work. As outlined in Section 2-11 of the Specifications, Palm Beach County (County) Administrative Code Section 305.02 & 402.00, and the Purchasing Ordinance (Palm Beach County Code, Chapter 2, Article III, Division 2, Part A), the County is responsible to assure the qualifications of any or all prospective Contractors.

4. POWER OF ATTORNEY: Attorneys-in-fact who sign Proposal Guaranties and Contract Bonds must file with such bond a certified copy of their power of attorney to sign said bonds.

5. INCENTIVES

5.1 Apprentice Incentive

Palm Beach County offers an Apprentice Incentive payment to a contractor who actually expends a minimum of $25,000 (including subcontractors) in payroll costs on apprentice wages. For purposes of this section, "apprentice" means any person who is participating in a Florida Department of Education registered apprenticeship program.

Upon completion of the Contract, Contractor may apply for the payment which will be added to the Contract by change order. If the County determines that the Contractor complied with the requirements of this section, it will reimburse the Contractor 20% of its apprentice wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of $100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

For projects with construction costs of $20,000,000 or greater, the threshold amount of expenditures for apprentices which must be paid to qualify for the incentive shall increase to $50,000 and the maximum reimbursement payment to $200,000.

To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Contractor) must provide the following documentation: apprentice name(s), contact information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the project, registered trade, and certified payroll for the apprentice hours worked on the project.

The Contractor is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

5.2 Glades Resident Incentive

Palm Beach County offers an incentive Payment to any contractor (and subcontractors) who hires a new employee that is a resident of the Glades area for work on County contracts (Glades Employee). For purposes of this section, "resident of the Glades area" means any person whose

legal residence is located in the Glades area as defined in the Palm Beach County Local Preference Ordinance.

To be eligible for the Incentive Payment, the employee must be a full-time employee of the Contractor for a minimum of 3 weeks on this project and cannot have worked for the Contractor claiming the Glades Employee as a new hire for 90 days prior to this project. Within 5 days of the Contractor hiring and the Glades Employee reporting to work at the project site, Contractor must provide the following documentation (Hiring Certification): Glades Employee name, contact information including legal residence, copy of driver's license or other proof of residence, hire date, start date at project site, and trade. Both the Glades Employee and employer must sign the Hiring Certification with signatures notarized.

The County has the right, but not the obligation, to conduct unannounced field interviews with the Glades Employee to ensure compliance with the requirements of this Section.

Upon completion of the Contract, Contractor may apply for the Incentive Payment which will be added to the Contract by change order. The documentation (Incentive Certification) required includes resubmitting of the Hiring Certification along with the employment end date or last day on the job site (whichever is earlier), a certified payroll for the hours worked on the project, and employee wages and benefits paid. The Incentive Certification must be signed by both the Glades Employee and employer with both signatures notarized. No markup will be allowed either by the General Contractor or a subcontractor.

If the County determines that the Contractor complied with the requirements of this section, it will reimburse the Contractor 30% of the new employee(s) wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of $100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

A Contractor can only claim the Incentive Payment once for each Glades Employee within a rolling twelve (12) month period, but the incentive can be claimed across multiple County contracts.

It is a Contract requirement of the Contractor that any reimbursement requested by a subcontractor under this Section be processed by the Contractor to the County for review.

6. SMALL BUSINESS DEVELOPMENT PROGRAM

Please note that all forms related to the Small Business Development (SBD) Program, including waiver forms and good faith effort documentation can be found at:

https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx

6.1 - Definitions The following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, "any" includes "all,"

"and" includes "or." Capitalized terms are defined as set forth in the SBD Ordinance, and in the Contract.

6.1.1 - **"Prime," "Contractor,"** and **"prime consultant"** mean, refer, and relate to **"Prime Contractor,"** as defined in the SBD Ordinance, and to **"Consultant,"** as defined in the Contract, and as applicable.

6.1.2 - **"Solicitation"** and **"solicit"** mean, refer, and relate to Advertisement for Proposals.

6.1.3 - **"Proposer"** shall mean **"Bidder"**

6.1.4 - **"Proposal"** shall mean **"Bid"** as defined in the SBD Ordinance.

7.1.5 – **"Subcontractor"** shall mean **"Subconsultant"** as applicable.

6.2 - Policy

It is the policy of Palm Beach County's Board of County Commissioners that all segments of its business population, including, but not limited to, small, locally owned businesses, have an equitable opportunity to participate in the Department's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Department's Board of County Commissioners adopted a Small Business Development Ordinance, which is codified in sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the Department's requirements for the SBD Program and is incorporated herein and made part of this Contract. The Contractor must comply with the requirements contained in this section for the Contractor to be deemed responsive to the solicitation requirements. The provisions of the SBD Ordinance are applicable to this solicitation and shall have precedence over the provisions of this solicitation in the event of a conflict. Failure to comply with the SBD Ordinance may result in any of the penalties listed in section 6.9

6.3 - Application of Small Business Enterprise (SBE) Goals through Affirmative Procurement Initiatives (APIs)

The Contractor must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein, including Advertisement for Bid, and the specifications set forth in Contractor's response, which are both incorporated herein by reference. Failure to comply with this Section is a material breach of this Contract. The Bidder is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

6.3.1 - Application of API(s)

The API(s) approved for this solicitation, including any applicable SBE goals is(are):

SBE Subcontracting Program (SBD Ordinance Section 2.80.24(1)(a))
A 5% SBE subcontracting participation goal is established for this Contract.
The County establishes a mandatory minimum goal of twenty percent (20%) SBE participation for County contracts. The Office of SBD and the Goal Setting Committee

may approve a reasonable reduction or waiver of this goal if it is factually demonstrated that there is inadequate availability of SBE prime and/or subcontractor firms.

Any bid that fails to comply with the API requirements included in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive to the solicitation requirements.

6.3.2 - API Waiver Requests (SBD Ordinance Section 2.80.26(6))
If The Contractor is unable to comply with the API(s) requirements as set forth in this solicitation, the Contractor shall submit a request for a waiver or partial waiver with its bid by the bid due date as stated in the solicitation. If a Bidder is unable to comply with the API(s) in a solicitation, such Bidder shall submit a request for a full or partial waiver. Each waiver request shall include documentation demonstrating satisfactory Good Faith Efforts, as defined in the SBD Ordinance, as amended, and below, were undertaken by the Bidder to comply with the API requirements. Waiver requests must be submitted as part of the respondent's bid package. Waiver requests not submitted at the time of bid submission shall not be considered.

6.3.3 - Good Faith Efforts (SBD Ordinance Section 2-80.26(6))
Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by the Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request with instructions for submission to the Office of SBD, is located on the SBD website at https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx. The Office of SBD shall review a waiver request within seven (7) business days of receipt. If the Office of SBD determines that adequate Good Faith Efforts have been demonstrated to warrant a partial or total waiver, the waiver shall be granted accordingly. If the Office of SBD determines that the Bidder failed to submit documentation sufficient to demonstrate Good Faith Efforts, the request for waiver or partial waiver shall be denied and the Bidder shall be deemed non-responsive. The granting of a waiver shall apply solely to the Bidders to whom it is issued and shall not, by itself, amend, reduce, or otherwise alter the API requirements applicable to other Bidders under the solicitation. However, the Office of SBD may, at its discretion, apply a waiver to all Bidders under a solicitation when such waiver would be equitable and serves the County's best interests. Any Bidder that fails to comply with the API requirements of a solicitation and is not granted a waiver in accordance with this section shall be deemed non-responsive. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the SBD Director, and if still aggrieved, shall be subsequently entitled to a Special Master hearing as referenced in sections 2-80.26(6) and 2-55 of the SBD Ordinance and Procurement Code, respectively and as amended. The solicitation shall be stayed until the SBD Director reconsideration review and Special Master appeal process have concluded, as applicable.

6.3.4 - Documentation Required for Good Faith Efforts
Documentation means documentation of the Bidder's intent to comply with the applicable API(s), including, but not limited to, the following:

- documentation as stated in the solicitation reflecting the Bidder's commitment to comply with SBE goals as established by the Office of SBD for a particular contract;
- documentation of efforts made toward achieving SBE goals, such as:
    - solicitations of bids/proposals/qualification statements from SBEs;
    - correspondence from SBEs documenting their unavailability to perform;
    - documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBEs;
    - documentation of a contractor's posting of a bond covering the work of SBE subcontractors;
    - documentation of efforts to assist SBEs with obtaining financing, bonding or insurance required by the Bidder; and
    - documentation of communications with trade associations and consultants that represent the interests of SBEs.

The Office of SBD will review Good Faith Efforts documentation and make determinations regarding adequacy..

6.4 - Proposal Submission Documentation

When an SBE Goal and/or evaluation API applies, only SBE participation listed on properly executed Schedules 1 and 2 will be considered for purposes of evaluating SBE goals and calculating API credit. Improperly executed schedules will not be credited toward SBE participation. SBE bidders proposing as prime contractors must complete Schedules 1 and 2, listing the work performed by their own workforce and work to be performed by all subcontractors, including SBE subcontractors. This requirement applies even if the SBE bidder intends to perform 100% of the work with its own workforce.

6.4.1 - SBE Participation. Bidder represents and warrants that Bidder will meet the SBE participation percentages submitted in its bid with the subcontractors contained on Schedules 1 and 2 and at the dollar values and/or percentages specified. Bidder agrees to provide any additional information requested by the Department to substantiate participation.

6.4.2 - Bidders are required to submit properly executed Schedules 1 and 2 with their bid in order to receive credit toward meeting the SBE Subcontractor goal or other API criteria. The schedules shall bear the signature and date of an authorized representative of the prime contractor and, when applicable, the signature of the subcontractor, subconsultant, or supplier. All information must be current, accurate, and legible to permit proper review and verification by the Office of SBD.

6.4.2.1 - Schedule 1 - List of Proposed Subcontractors

A completed Schedule 1 submitted by the prime shall list the names of all subcontractors intended to be used in performance of the Contract, if awarded. The total proposed percentage of SBE participation shall also be included on this form. This schedule shall also be used if an SBE Contractor is performing all or any

portion of this Contract with their work force. A Properly executed Schedule 1 includes, at minimum, the following:

1. Schedule 1 (Prime Contractor Information).
2. Section A must be fully completed by the Prime Contractor.
3. If subcontractors or subconsultants are utilized, Section B must also be completed and must include (1) the legal name of each subcontractor or subconsultant; (2) identity of each as an SBE and/or non-SBE; and (3) the total dollar amount or percentage of work to be paid or performed by each subcontractor or subconsultant.

6.4.2.2 - Schedule 2 - Letter of Intent

A completed Schedule 2 is a binding document between the Prime Contractor and a subcontractor (of any tier) and should be treated as such. Each Schedule 2 shall be properly executed by the Prime Contractor and proposed subcontractor. If the Contractor is an SBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. For each subcontractor or subconsultant listed on Schedule 1, a completed Schedule 2 must be submitted containing the following:

1. Legal name;
2. Line-item number (when applicable)
3. Complete item description/scope of work;
4. unit price;
5. Quantity (when applicable)
6. Total price for each line item.

If any subcontractor intends to subcontract any portion of their work, it is required to list the dollar amount and the name of the subcontractor on this form. All named subcontractors on this form must also complete and submit a separate Schedule 2. The Prime Contractor may count toward its SBE goal second and third tiered SBE(s), provided that the Prime Contractor submits a completed Schedule 2 form for each SBE.

A detailed quote or bid may be attached with a signed Schedule 2.

6.4.2.3 – Schedule Submittals

6.4.2.3.1 - Failure to submit a properly executed Schedule 1 and Schedule 2 will result in not having SBE participation count toward an established SBE participation goal, which may result in non-responsiveness to the solicitation.

6.4.2.3.2 - In the event of a conflict between Schedules 1 and 2 when calculating SBE participation, the information provided on Schedule 2 shall have precedence.

6.4.2.3.3. - In the event of mathematical error(s), the unit price, if available, shall prevail and the prime’s total offer shall be corrected accordingly.

6.4.3 - The Department reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

6.5 - SBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the online Vendor Directory at https://www.pbcgov.org/pbcvendors to verify SBE certification status. Firms must continue to recertify during the life of the Contract as the Department may only count toward the established goal, work performed by an SBE during the time their certification dates are valid, unless an SBE graduates the SBD Program by exceeding the gross revenue size standards of the program during the Contract.

6.6 - Counting SBE Participation

Once a business is certified as an SBE, the Contractor may only count toward its goals the portion of the total dollar value of a contract performed by the SBE. Prior to issuance of this solicitation, the total dollar value of a contract will be determined by the Department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the SBD Ordinance.

6.6.1 - Certified SBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.

6.6.2 - The Contractor may count toward the established API a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by SBE of the joint venture.

6.6.3 - The Contractor may count toward the established API the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

6.6.4 - The Contractor may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers toward the established goal.

6.6.5 - The Contractor may count toward the established goal, second and third tiered SBEs, provided that the Contractor submits a completed Schedule 2 form for each SBE.

6.6.6 - The Contractor may count the entire expenditure to an SBE manufacturer toward the established goal (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

6.6.7 - The Contractor may only count towards the established goal the goods and services for which the SBE subcontractor is certified to perform with its work force.

6.6.8 - The Contractor may count the participation of an SBE that graduates during the performance of the contract towards the goal for the life of the contract.

6.7 - Responsibilities After Contract Award

6.7.1 - Schedule 3- Subcontractor Activity Form

The Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors and specify the contracted dollar amount; approved change orders, if applicable; revised contract amount, if applicable; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

6.7.2 - Schedule 4- Payment Certification Form

A fully executed Schedule 4 shall be submitted for each subcontractor after receipt of payment from the Contractor. The Contractor shall submit this form with each payment application or invoice submitted to the Department when the Department has paid the Contractor on the previous payment application for services provided by a subcontractor. If any subcontractor intends to disburse funds associated with this payment to another subcontractor for labor provided on this Contract, the amount and name of the subcontractor shall be listed on this form. All named subcontractors on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Contractor is a SBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Contractor for services performed by its own workforce. All Bidders hereby agree and assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values and/or percentages specified. Bidders agree to provide any additional information requested by the Department to substantiate participation.

6.7.3 - The successful Contractor shall submit a Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application or as otherwise required by the Office of SBD. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Contractor and the Payment Certification Forms (Schedule 4) are to be executed by the subcontractor to verify receipt of payment.

6.7.4 - Upon letter notification by the Department that the SBD payment portal/tracking system is available for use, the Contractor is required to input all subcontractor payment information directly into the SBD payment portal prior to submitting a payment application.

6.7.5 - Post Proposal Waiver Request (SBD Ordinance Section 2.80.26(6)(b))
If after submission of a bid, Bidder is unable, through no fault of its own, to meet the bid's SBE participation goal, then Bidder must immediately seek substitute SBEs to meet the goal. The substitution must be approved by the SBD Director and the Department. If, after Good Faith Efforts, the contractor is unable to find a substitute SBE, a post-bid/proposal opening waiver may be requested. The request shall document the reasons for the Contractor's inability to meet the SBE participation goal. If the Contractor is found not to have performed Good Faith Efforts when seeking a substitute SBE, one or more of the penalties and sanctions of the SBD Ordinance may be imposed.

6.7.6 - Change Orders and Modifications. If the Department's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a SBE subcontractor listed at bid opening, the Contractor must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the SBE, along with the dollar value and /or percentage.

6.8 - SBE Substitutions - Contractor must notify the Office of SBD of changes in SBE utilization and get prior approval for any substitutions. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the Department.

6.8.1 - If at any time after submission of a solicitation response and before execution of a contract, the recommended awardee determines that a certified SBE listed on the participation schedules has or will become unavailable, then the recommended awardee shall immediately notify the Office of SBD.

Any desired change in the SBE participation schedules shall be approved in advance by the Office of SBD and shall indicate the prime contractor's Good Faith Efforts to substitute for another SBE subcontractor (as appropriate) to perform the work. Any changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of SBD.

6.8.2 - All requests for modifications or substitutions shall be submitted to the Office of SBD on the Request for SBE Substitution/Modification/Removal Form for review. If granted, the Contractor shall submit a completed and signed Schedule 2 for the new SBE, which shall specify the type of work to be performed and the dollar amount and/or percentage. A detailed quote or bid may be attached with the Schedule 2.

6.9 - SBD Program Compliance- Penalties
6.9.1 - Under the SBD Ordinance, the Office of SBD is required to implement and monitor SBE utilization during the term of any contract resulting from this solicitation. It is the Department's policy that SBEs shall have the maximum feasible opportunity to participate in the performance of Palm Beach County contracts. All Bidders are required to comply with the SBD Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the SBE

utilization proposed by a Bidder in its Proposal, which utilization which is incorporated into the resulting Contract.

6.9.2 – The Office of SBD, along with contracting staff of each County Department, shall monitor compliance with SBD Program requirements during the term of the contract. If there is cause to believe that a prime contractor or subcontractor has failed, or will likely fail, to comply with any of the requirements of the SBD Ordinance, or with the contract provisions pertaining to SBE subcontracting goals, the Office of SBD shall notify the County Department and prime contractor. The Office of SBD may require such reports, information, and/or documentation from the prime contractor; subcontractor; and any County department, division, or office as are reasonably necessary to determine compliance with the SBD Ordinance.

6.9.2.1 - Documentation from the noncompliant prime contractor or subcontractor must be sent to the Office of SBD within fifteen (15) calendar days after the notice of noncompliance is issued.

6.9.2.2 - If the requested materials are not received within fifteen (15) calendar days, then a finding of noncompliance is determined and appropriate penalties and sanctions may be imposed. Joint responsibility is shared by the Office of SBD and the County Department to resolve a prime contractor or subcontractor's noncompliance with the requirements the SBD Ordinance, including any noncompliance with contract provisions pertaining to SBE utilization. If noncompliance cannot be resolved within thirty (30) calendar days after notice is sent, the SBD Director and the Director or Manager of the County Department shall submit written recommendations to the County Administrator regarding penalties and sanctions. If the County Administrator concurs with the findings, the following sanctions may be imposed:

- Suspension of Contract;
- Withholding of funds;
- Termination of Contract based upon a material breach of Contract pertaining to SBD Program compliance;
- Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the Department for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved, if applicable.

6.10 – Payments to Subcontractors

6.10.1 - Contractor shall pay subcontractors undisputed amounts within ten (10) days after Department pays the Contractor. In the event of a disputed invoice, the Contractor shall send the subcontractor(s) and Department a written notice of the dispute within five (5) days after receipt of the subject invoice.

6.10.2 - The Contractor agrees to pay its subcontractors in compliance with the Florida Prompt Payment Act. In the event Contractor fails to comply with payments(s) to its subcontractors in accordance with the Florida Prompt Payment Act, Contractor shall be subject to any and all

penalties and sanctions available under the terms of the SBD Program, its contract with the Department, or any other applicable law.

7. VSS REGISTRATION REQUIRED: Prior to Contract award or renewal (Award), Contractor must register in the County's Vendor Self Service (VSS) at https://pbcvssp.pbc.gov/vssprd/Advantage4. If Contractor intends to use subcontractors, Contractor must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize Contract Award until Contractor has certified that the Contractor and all of its subcontractors are registered in VSS.

8. POSTING OF BID TABULATIONS AND AWARD RECOMMENDATION: Bid tabulations and Notification from Owner, with recommended awards, will be posted at the location where bids were opened, for review by interested parties prior to submission through the appropriate approval process to the Board of County Commissioners for approval of award, and will remain posted for a period of five (5) business days. After posting, any actual or prospective bidder or proposer who is aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the Director of Procurement. The protest shall be submitted within five (5) business days after posting of the award recommendation. The protest must be in writing and must identify the protestor and the solicitation and shall include a factual summary of the basis of the protest and shall include a protest bond in the amount of: (1) one thousand five hundred dollars ($1,500.00) for solicitations less than one million dollars ($1,000,000.00); (2) three thousand dollars ($3,000.00) for solicitations one million dollars ($1,000,000.00) to less than five million dollars ($5,000,000.00); or (3) five thousand dollars ($5,000.00) for solicitations five million dollars ($5,000,000.00) or greater, which bond shall be remitted in the form of a money order, certified check, a cashier's check, or a bank check payable to Palm Beach County. Such protest is considered filed when it is received and date/time stamped by the Department of Procurement. The date/time stamp of the Procurement Department shall control when determining whether the protest was received by the Director of Procurement within the time frame specified for the notice of protest. Neither the Director of Procurement nor a special master shall consider any issue not submitted in writing within the time frame specified for the notice of protest. Please refer to Section 2-55, Palm Beach County Code, for more information on the County's protest process.

9. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SPECIAL PROVISIONS

1. Commercial Non-Discrimination
2. Palm Beach County Office of the Inspector General
3. Public Entity Crimes
4. Chapter 119, F.S. Public Records
5. Subletting or Assigning Contracts
6. Non-Collusion
7. Conflict of Interest
8. E-Verify
9. Counterparts
10. Digital Accessibility
11. Bond Waiver Program
12. Additional Insured Parties
13. Use of Patented Processes, Etc.
14. Work Progress Schedule
15. Contract Time (when Project Includes Final Pavement Markings)
16. Daily Reports
17. Price/Delivery/Acceptance
18. Partial Payments
19. Local Gov't Prompt Payment Act
20. Basis of Payment
21. Limits of Construction
22. Restoration Agreements
23. Permit Completion Certifications
24. Impacts to Bus Operations
25. Regulated Substance Use Requirements
26. Unit Prices
27. Contingent Items
28. Clearing and Grubbing
29. Subsoil Excavation
30. Embankment
31. Premium for Conflict Conditions
32. Pipe Culverts
33. Pipe Culverts (Storm Sewer Pumping and Cleaning)
34. Storm Sewer System Pipe Plugs
35. Final Pipe Inspection
36. Video Report
37. Gravity Wall Construction
38. Irrigation System within Restoration Agreement Areas
39. Color Treated and Stamped Concrete
40. Engraving of Curb Face
41. Guardrail and Special Safety Pipe Rail
42. Planting Standards
43. Project Mowing Service
44. Resetting Fence
45. Record Drawings (Roadway)
46. Record Drawings and Documents (Bridge)
47. Dynamic Load Test Support
48. Project Videos and Photographs
49. Waiver of Jury Trial
50. Law and Venue; Remedies
51. Detail for Installation of Median Irrigation Sleeves
52. Supplemental Concrete at Drainage Structure Top Detail
53. Excavation Around Signal Poles
54. Liquid Asphalt Calculation Form
55. Foreign Gifts and Contracts
56. Human Trafficking Affidavit
57. Utilities Contacts
58. Maintenance of Traffic
59. Temp. Pavement Markings
60. School Zone
61. NPDES Compliance
62. Crop Spraying Activities
63. Rigid Inclusion Piles
64. Sam Senter Bridge Closure
65. Bridge Demolition Notice and Asbestos Removal

SPECIAL PROVISIONS

1. COMMERCIAL NON-DISCRIMINATION: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Contractor warrants and represent 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

The Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy described in Resolution R2025-0748, as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Contractor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include this commercial non-discrimination clause.

2. PALM BEACH COUNTY OFFICE OF THE 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 Department contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

3. PUBLIC ENTITY CRIMES: In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit Bids, Contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Twenty five Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

As provided in F.S. 287.132-133, by entering into this Contract or performing any Work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287-133(3)(a).

The Contractor, Contractor's employees, or subcontractors of Contractor and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as amended. The Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor 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 Department.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. Department staff representing the Department will contact the Contractor(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the Department. If the Contractor or its subcontractor(s) terminates an employee who has been issued a badge, the Contractor must notify the Department within two (2) hours. At the time of termination, the Contractor shall retrieve the badge and shall return it to the Department in a timely manner.

The Department reserves the right to suspend the Contractor if the Contractor 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the Department regarding a terminated Contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

4. CHAPTER 119, F.S. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.070 I, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the Department as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Contractor is specifically required to:

1. Keep and maintain public records required by the Department to perform services as provided under this Contract.

2. Upon request from the Department's Custodian of Public Records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in

Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

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

4. Upon completion of the Contract the Contractor shall transfer, at no cost to the Department, all public records in possession of the Contractor unless notified by the Department's representative/liaison, on behalf of the Department's Custodian of Public Records, to keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department 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 by the Contractor must be provided to the Department, upon request of the Department's Custodian of Public Records, in a format that is compatible with the information technology systems of the Department, at no cost to the Department.

Failure of the Contractor to comply with the requirements of this Article shall be a material breach of this Contract. The Department shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of State law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Records Request, Palm Beach County Public Affairs Dept.
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBC.GOV
Or by Telephone at: 561-355-6680

5. SUBLETTING OR ASSIGNING CONTRACTS: All awards will be made with the understanding that the Work awarded will be performed by the Contractor to whom the award is

made, with the assistance of workers, under the Contractor's immediate supervision, and the Contract shall not be sublet, conveyed, transferred or assigned to another Contractor except with the consent of the Department. In no event will the Contractor be released from responsibility. Contractor shall perform not less than 40% of the total Contract amount with its own organization.

6. NON-COLLUSION: Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same Materials, services, supplies, or Equipment and is in all respects fair and without collusion or fraud. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of Materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

7. CONFLICT OF INTEREST: The award is subject to the provisions of the applicable Federal laws, rules and regulations, the Florida Statutes and the Department's ordinances and resolutions. All Bidders must disclose with their Bid the name of any officer, director, or agent of their firm who is also an employee of the Department.

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Contractor further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Contractor shall promptly notify the Department's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the Department as to whether the association, interest or circumstance would, in the opinion of the Department, constitute a conflict of interest if entered into by the Contractor. The Department agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Department, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Department shall so state in the notification and the Contractor 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 Department by the Contractor under the terms of this Contract.

Further, all Bidders must disclose the name of any Department employee who owns, directly or indirectly, an interest of ten percent or more in the Bidder's firm or any of its branches.

8. E-VERIFY: Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractors does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractors for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

The Department shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If the Department has a good faith belief that Contractor's subcontractors has knowingly violated section 448.09(1), Florida Statutes, as may be amended, the Department shall notify Contractor to terminate its contract with the subcontractors and Contractor shall immediately terminate its contract with the subcontractors. If the Department terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by the Department for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by the Department as a result of the termination.

9. COUNTERPARTS: This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The Department may execute the Contract through electronic or manual means. Contractor shall execute by manual means only, unless the Department provides otherwise.

10. DIGITAL ACCESSIBILITY COMPLIANCE: Contractor acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Contractor represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Contractor shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Contractor shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is

determined by the County to be noncompliant, Contractor shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Contractor shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

11. BOND WAIVER PROGRAM: A Bid Bond is not required for bids of less than $50,000 and will be waived for all other bids of less than $200,000 if the Bidder is going to participate in the Bond Waiver Program, provided that the Bidder complies with Palm Beach County Resolution R89-1178 and with Palm Beach County Policies and Procedures relative to the Bond Waiver Program (CW-F-016). For bids with values between $50,000 and $200,000, the Bidder must complete an affidavit entitled "Intent to Participate in Bond Waiver Program Bid Affidavit" or provide a Bid Bond. Failure to provide a Bid Bond or complete and return this affidavit with the Bid shall result in rejection of the Bid. For all contracts less than $200,000, the Public Construction Bond will be waived as well, provided that the Bidder complies with Palm Beach County Resolution R89-1178 and with Palm Beach County Policies and Procedures relative to the Bond Waiver Program (CW-F-016). Copies of the requirements of the Bond Waiver Program (CW-F-016) can be found at the following website: *http://discover.pbcgov.org/PDF/PPM/Index.pdf*. The forms for the Bond Waiver Program can be found at *http://discover.pbcgov.org/engineering/roadwayproduction/Pages/Bid-Documents.aspx* and at the end of this section.

SPECIAL PROVISIONS

INTENT TO PARTICIPATE IN BOND WAIVER PROGRAM
BID AFFIDAVIT

Project Number: _____

If the Contractor intends on participating in the Bond Waiver Program, this form must be completed in its entirety and returned with the Contractor's Bid.

FAILTURE TO COMPLETE THIS FORM OR INCLUDE A BID BOND FOR PROJECTS WITH VALUES BETWEEN $50,000 AND $200,000, SHALL RESULT IN REJECTION OF THE BID.

_____ (Bidder) hereby states that it intends on participating in the Bond Waiver Program as described in Palm Beach County Resolution R89-1178 and Palm Beach County Policies and Procedures.

_____
Contractor Signature

_____
Title

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ , 20_____ , by _____ *(name)*as _____*(title)* for _____ _____ *(firm)*, on behalf of the *(choose one)* corporation / company / partnership, who is ☐ personally known to me or has produced _____(type of identification) as identification.

_____
Notary Signature

Notary Public, State of _____

(Stamp/Seal)

_____
Print Notary Name

Commission Number

My Commission Expires_____

12. ADDITIONAL INSURED PARTIES: The Contractor performing the construction for Palm Beach County (County) shall be required to carry and furnish insurance coverage, in accordance with General Provision Section 7-13, "Insurance Required", naming County as additional insured on the Certificate of Insurance Form(s), which shall reference the Project Limits and the Project Number, and shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents".

Where the limits of Work for this Department project impact the rights-of-way of other agencies (e.g., Florida Department of Transportation (FDOT); South Florida Water Management District (SFWMD); Lake Worth Drainage District (LWDD); and other agencies as applicable), said parties shall also be named as "ADDITIONAL INSURED", either on the same form or on separate forms.

The Contractor shall coordinate all Work within the rights-of-way and air rights-of-way, as they apply, through the Engineer. Also, the Contractor shall notify the County and the agencies, as required in the Contract Documents or within a reasonable time frame prior to the start of any Work within said Right-of-Way, to allow for appropriate accommodations by the agencies.

13. USE OF PATENTED PROCESSES, ETC.: The basis on which a Contract will be awarded will be the bid prices. Prices shall include all charges for the use of patent processes, Materials or methods, and for all other similar incidental charges not expressly provided for in these Contract Documents.

14. WORK PROGRESS SCHEDULE: At the Pre-Construction Conference Meeting, the Contractor shall provide the Department with a Work progress schedule. This schedule shall be in the format of a bar graph, or as otherwise approved by the Department, showing the time allotted for each of the items in the Proposal Form. This schedule shall specifically depict all hauling activity to be performed by an SBE subcontractor. The total time of the schedule shall be the Contract Time. This schedule will be reviewed by the Department prior to the start of construction. This schedule will become part of the Contract Documents.

15. CONTRACT TIME (WHEN PROJECT INCLUDES FINAL PAVEMENT MARKINGS): When the Contract includes friction course and placement of final pavements markings, all Work (except final pavement markings) shall be completed within the specified Contract Time (see P Pages) and 120 additional Contract Calendar Days will be allowed for pavement cure and placement of final pavement markings. Liquidated Damages in accordance with Section 8-10.2 shall apply to the specified Contract Time and also to the additional 120 Calendar Days allowed to complete final pavement markings.

16. DAILY REPORTS: The Contractor shall keep daily reports of all personnel and Equipment on the project for review by the Department for the entire Contract Time.

17. PRICE/DELIVERY/ACCEPTANCE: Price quoted must be the price for new merchandise and free from defects. Any Bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the Bid Specifications.

Deliveries of all items shall be made as soon as possible. **Deliveries resulting from this Bid are to be made during the normal working hours of the Department**. Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the Bidder, to whom the order or Contract is awarded, fail to deliver on or before his/her stated date, the Department reserves the right to **CANCEL** the order or Contract and make the purchase elsewhere. The successful Bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items will not be considered "accepted" until authorized agent for the Department has, by inspection or test of such items, determined that they fully comply with Specifications.

The Board of County Commissioners may return, for full credit, any item(s) received which fail to meet the Department's performance standards.

18. PARTIAL PAYMENTS: Unless otherwise specified, partial payments for lump sum items shall be based upon the percent of Work completed on the items, except for Maintenance of Traffic, which shall be paid on the basis of the percent of the total project completed.

19. LOCAL GOVERNMENT PROMPT PAYMENT ACT: In accordance with the Local Government Prompt Payment Act (F.S. 218.70, *et seq*), the Contractor is hereby notified of the following:

1. The Contractor will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the Department. For a pay request to be deemed acceptable, the Contractor must provide the following:

Pay Request No. 1
- OSBD Schedule 3

Pay Request No. 2 and all others following, but not including the Final
- OSBD Schedule 3
- OSBD Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors

2. If the pay request and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Department's instructions. Otherwise, the Contractor shall prepare and submit to Department an invoice in accordance with the estimate, as approved. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and the Department, Contractor shall, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In place of the County Engineer, the Deputy County Engineer may conduct the meeting and review. Such meeting and review shall occur within forty-five (45) Working Days of receipt by the Department of Contractor's written demand. The County Engineer, or Deputy County Engineer, shall issue a written decision on the dispute within fifteen (15) Working Days of such meeting. This decision shall

be deemed the Department's final decision for the purposes of the Local Government Prompt Payment Act.

Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the Contractor's receipt of payment from the Department, pursuant to Section 218.70 et seq., Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

3. A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. Within 10 business days of the creation of the Punch List in accordance with GP 5-10.2, Contractor shall submit a payment request for the remaining Contract balance, including all retainage previously withheld by the County, less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List (Punch List Retainer Amount), as provided by the Prompt Payment Act. The payment request shall include documentation that the following have been completed:

1. OSBD Schedule 3
2. OSBD Schedule 4
3. Disbursement of Previous Periodic Payments to Subcontractors
4. Disbursement of Final Payment to Subcontractors
5. Form 1
6. Form 2 including Bonding Affidavit
7. Record of Construction Materials Affidavit
8. Small Business Development (SBD) Final Participation Form
9. Release and Concurrence of Final Payment Amount
10. Form of Guarantee

Within 20 business days of creation of the Punch List, County shall pay the Contractor the remaining Contract balance, less the Punch List Retainer Amount and less any amounts subject to a good faith dispute, per Section 218.735 (8)(c). If the Contractor has not provided all of the documentation required in SP 18, the County shall pay only the retainage previously withheld by the County, less the Punch List Retainer Amount, and less any amounts subject to a good faith dispute.

20. BASIS OF PAYMENT: Payment will be based on field measured quantities. No additional payment will be made for any Work which exceeds that called for in the Contract Documents.

21. LIMITS OF CONSTRUCTION: The Contractor shall confine the construction of the Roadway within the limits of the right of way unless the right of entry to adjacent properties has been acquired by the Department at the time of construction.

22. RESTORATION AGREEMENTS: Contractor is hereby notified that any construction performed within Restoration Agreement (RA) areas shall be restored to a condition similar or equal to that existing before such construction occurred, at no expense to the Department. Prior

to disturbing the Restoration Agreement area, the Contractor shall stake the RA limits, locate/document all improvements within the area, and submit this information to the Department, prior to starting construction. Upon completion of the construction, the Engineer, together with the Contractor, shall conduct an inspection of the area to confirm that all improvements have been appropriately restored. Payment for all Work to complete the item shall be incidental to the cost of the Project.

23. PERMIT COMPLETION CERTIFICATIONS: The Contractor is advised that this Contract includes completing and executing all Construction Completion/Construction Certifications as required by each permit included in the PER section of the Contract Documents.

The Contractor is responsible for retaining the services of a Professional Engineer, registered in the State of Florida and qualified in the field of the required Work, to inspect the Work related to Permit(s), and certify in accordance with the instructions of each permit.

The Contractor shall submit two (2) originals of the completed and executed form to the Department, along with the required "As-Built" information (to be obtained by the Contractor).

All costs associated with Permit Compliance Certifications, including obtaining and depicting "As-built" information are incidental to the Contract.

24. CONSTRUCTION IMPACTS TO BUS OPERATIONS: Public Works and private development construction activities often impact Palm Tran bus operations and bus stops. Timely communication and coordination with Palm Tran and other affected transit agencies during preliminary project.

Planning is essential in order to prevent potential conflicts. Contractors should make every effort to schedule their Work to minimize impacts and the duration of impacts to transit operations and riders.

Contractors should provide Palm Tran with the name and telephone contact of their construction managers prior to the commencement of all construction projects affecting bus stops or impacting bus routes.

- Contact Palm Tran for coordination and review requirements (561 841-4246, 561 841-4223, or 561 841-4224).
- Maintenance of rider access to and from bus stops during construction is desirable. This issue should be discussed at the Pre-Construction Meeting.
- All Work shall conform to the requirements of the Americans with Disabilities Act (ADA), including provisions for temporary access to and from bus stops.

- If necessary, the Contractor shall work with Palm Tran to establish an approved temporary bus stop location.

- Contractor shall notify Palm Tran through Palm Beach County Construction Coordination Division at least 10 Working Days (2 weeks) in advance of the start of construction,

modification of construction effort with transit impacts, and construction completion, so that Palm Tran can advise its riders.

- Contractor may not remove any bus stop signs, transit shelters, transit benches, or other related transit infrastructure without prior Palm Tran authorization. Contractor may be asked to remove existing bus stop signage or install temporary and permanent bus stop signage. Typically, Palm Tran will make arrangements to remove all other transit infrastructure. If Palm Tran does not remove their facilities in a timely manner, these facilities may become part of the clearing and grubbing.
- Contractor is responsible for construction of an approved ADA accessible access to and from bus stop boarding and alighting areas, when called for in the Plans.
- The cost for the above is incidental to the project.

25. REGULATED SUBSTANCE USE REQUIREMENTS

"Best Management Practices" for the Construction Industry

A. The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may post particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any 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, groundwater, or surface waters, or 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.

C. Each contractor shall familiarize themselves 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.

D. Upon completion of construction, all unused and waste Regulated Substance and containment systems shall be removed from the construction site by the responsible contractor and shall be disposed of in a proper manner as prescribed by law.

26. UNIT PRICES: The Contractor is advised that the Contract is a unit price contract. As such, the Bidder shall include all labor, Materials, transportation, Equipment, fuel, and all other items necessary to complete the item of Work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

The Contractor shall also comply with to Section 9-3.1 in relation to unit prices.

27. CONTINGENT ITEMS: The Contractor shall not use contingent items to meet the SBD goal(s) participation for the Contract. The SBE participation goals established for the Contract, as specified in the Instructions to Bidders, shall include all pay items for the project, less the contingency items. The use of contingent pay items shall only increase the SBE participation of the Contract, over and above the required goals achieved by use of regular pay items.

28. CLEARING AND GRUBBING: The Contractor is required to notify the owner of any fences, irrigation systems, or any items that lie within the Right-of-Way, to give them the courtesy to remove them before construction. The Contractor shall replace fences, shrubbery, sod, trees and other vegetation within the limits of construction and outside the Right-of-Way to their original condition, unless otherwise directed by the Engineer. Cost of which is incidental to construction. All Work associated with the re-establishment and/or temporary relocation of mailboxes shall be done in accordance with Index no. 532 of the current FDOT Roadway and Traffic Design Standards. Specific attention should be directed to coordination with the local postmaster. Payment for all Work required to establish each mailbox in the temporary and/or final location, including any material required to construct the mailbox to current standards, shall be included in the cost of clearing and grubbing, unless the Contract includes a pay item for the Work.

29. SUBSOIL EXCAVATION: Where muck, rock, clay, or other material within the limits of the Roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the Plans as the removal limits, of ±0.2 feet in depth and ±6 inches (each side) in width. Final payment for the Subsoil Excavation, CY will be based on initial and final cross sections, and signed and sealed quantity computations which are to be prepared by a Professional Land Surveyor or Professional Engineer licensed in the State of Florida, and submitted to the Department for acceptance. Initial cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. When the excavation of unsuitable material is completed to satisfy field conditions, and verified as such by the Engineer, final cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. The cross sections shall show elevations at the appropriate break points and shall be plotted. Quantity computations shall be prepared (using the Average End Area Method), and submitted to the Engineer for acceptance. The Contractor is advised that no compensation will be made for excavation below the depth required to satisfactorily remove the unsuitable material. The cost for the cross sections and computations shall be incidental to the pay item, Subsoil Excavation, CY Subsoil Excavation, CY, shall include the cost of embankment to replace the excavated subsoil, labor, Materials, Equipment, fuel, transportation and other related Work to complete the pay item.

30. EMBANKMENT: The quantity will be at the plan quantity compacted in place. Where payment for embankment is not to be included in the payment for the excavation, and is to be paid for on a cubic yard basis for the item of Embankment, the plan quantities to be paid for will be calculated by the method of average end areas unless the Engineer determines that another method of calculation will provide a more accurate result. The measurement will include only material actually placed above the original ground line, within the lines and grades indicated in the Plans

or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment, and no allowance will be made for subsidence of material below the surface of the original ground. In no case will payment be made for material allowed to run out of the embankment on a flatter slope than indicated on the cross-section. The Contractor shall make his own estimate on the volume of material actually required to obtain the compacted in-place pay section.

31. PREMIUM FOR CONFLICT CONDITION: The pay item is included for use when conflicts are encountered:

"Premium for Conflict Condition" - when pay items for regular inlet/manhole structures are specified in the Proposal, and it becomes necessary to construct a 'conflict structure', the Contractor shall provide a unit price cost (premium) to cover the additional Work necessary to convert the regular inlet / manhole structure into a conflict structure.
The above item shall be paid for on an 'EACH' basis and shall include the cost of all labor, Materials, Equipment, fuel, transportation, and other items necessary to complete the Work.

32. PIPE CULVERTS

1. For pipe Culverts not within the scope of a FDOT Permit or Construction Agreement, proposed pipe material and size shall meet FDOT Specifications, but is limited to:

- Reinforced Concrete
- High Density Polyethylene except:
  - Not permitted under Thoroughfare Roadway pavement.
  - Not permitted under pavement of Roadways providing immediate access to coastal islands.
  - Not permitted within the confines of a mechanically stabilized earth (MSE) wall.
  - Not permitted in locations where failure would jeopardize buildings adjacent to the Right-of-Way.
  - The above restrictions include pipe locations taking into consideration the angle of repose of soil under any structure or the proposed pavement, including planned future widening.
- A-2000 Polyvinyl-chloride, except:
  - Not permitted where the pipe will be exposed to direct sunlight.
  - Not permitted when the manufacture date of the pipe to be installed exceeds 2 years.
- Corrugated Polypropylene.

Corrugated metal pipe may only be used as the last segment of pipe before discharging into a lake or canal when called for on the Plans.

Pipe diameter must match or exceed sizes shown in Plans; equivalent larger size pipes may be required if proposed pipe n value exceeds 0.012. Contractor to supply the required certified testing and computations for pipe life (see FDOT Drainage Manual). All pipe Culverts provided must meet or exceed 100 year design service life.

2. For pipe Culverts within the scope of a FDOT Permit or Construction Agreement, proposed pipe material and size are limited to pipes approved by FDOT, except non-reinforced concrete pipe shall not be used. Pipe diameter must match or exceed sizes shown in Plans; equivalent larger size pipes may be required if proposed pipe n value exceeds 0.012. Contractor to supply the required certified testing and computations for pipe life (see FDOT Drainage Manual). All pipe Culverts provided must meet or exceed 100-year design service life.

33. PIPE CULVERTS (STORM SEWER PUMPING AND CLEANING)

New Storm Sewer System

The Contractor is advised that this Contract includes "pumping-down" and "cleaning" of the new storm sewer system(s), as directed by the Engineer. The Contractor shall include the cost of all labor, Materials, Equipment, transportation, fuel and all other items necessary to complete the "pumping-down" and "cleaning" of the new system(s). The Contractor shall remove the water from the system(s) to allow for visual inspections for leaks, deficiencies and lamping. When directed by the Engineer, the Contractor shall make all the necessary repairs to the new storm sewer system(s)

Payment for this Work on the new storm sewer system(s) shall be incidental to the pay item for the pipe.

Existing Storm Sewer System

Also included as a pay item is "pumping-down" of the **"existing"** storm sewer system(s) (to the lake/canal outfall point, or as directed by the Engineer), and shall be paid on a lineal foot basis under the pay item(s):

"Storm Sewer Pumping" (Exist.) (24" or less),
"Storm Sewer Pumping" (Exist.) (>24" to 48"),
"Storm Sewer Pumping" (Exist.) (>48")

The item(s) shall also include all costs associated with the removal of the water from the system(s) for visual inspection of leaks, deficiencies and/or lamping.

"Cleaning" of the existing storm system(s) is included as a contingent pay item and the Work required under this item will be determined by the Engineer upon review of the system(s) after the pumping phase.

The "cleaning" of the existing storm sewer system(s) shall be paid on a lineal foot basis under the pay item(s):

"Storm Sewer Cleaning" (Exist.) (24" or less),
"Storm Sewer Cleaning" (Exist.) (>24"to 48"),
"Storm Sewer Cleaning" (Exist.) (>48")

At the semi-final inspection, the Contractor shall temporarily plug the system(s) at structures, outfall, or as otherwise directed by the Engineer, and pump the water out of the system to below one third of the diameter of the pipe (from the invert), or as otherwise directed by the Engineer.

The Contractor and the Engineer shall visually inspect the system(s) for leaks, deficiencies, and lamping problems. If leaks, deficiencies and/or lamping problems are discovered in the new pipe system(s), the Contractor shall make corrective repairs, as required, in accordance with Article 5-10.2 of the General Provisions of this specification, at no additional cost to the Department. If leaks, deficiencies and/or lamping problems are discovered in the existing pipe system(s), the Contractor shall notify the Engineer, and the Engineer shall determine if the Contractor should provide a cost proposal for the Work required to make the corrective repairs, in accordance with Article 5-10.2.

34. STORM SEWER SYSTEM PIPE PLUGS: The Contractor shall prepare, and submit to the Engineer for approval, a plan/sequence of the plug locations for pumping down the storm system(s) satisfactory to the Engineer. Upon completion of the storm pumping sequences, the Contractor shall notify the Engineer 24 hours prior to removing any of the temporary plugs for the Engineer to visually confirm/verify the removal of the pipe plug. Cost for the Plans and coordination of all the Work required for the above shall be incidental to the cost of the storm sewer items of Work.

35. FINAL PIPE INSPECTION: Upon completion of placement of concrete pavement or the placement of structural asphalt, but prior to placement of asphalt friction course, dewater installed pipe and provide the Engineer with a video recording schedule allowing for pipe videoing and reports to be completed and submitted to the Department and reviewed prior to continuation of pavement.
For pipe 48 inches or less in diameter, provide the Engineer a video DVD and report using low barrel distortion video Equipment with laser profile technology, non-contact video micrometer and associated software meeting the requirements outlined in Section 430-4.8.

The cost of the above Work shall be incidental to the related pay item for the pipe.

36. VIDEO REPORT: Provide a video report in accordance with Section 430-4.8.1. The cost of the above Work shall be incidental to the related pay item for the pipe.

37. GRAVITY WALL CONSTRUCTION: Unless otherwise directed, gravity walls are to be constructed from "inside" the Right of Way (no encroachment on private property). Any construction methods necessary to satisfy this requirement shall be incidental to the cost of the gravity wall.

38. IRRIGATION SYSTEM WITHIN RESTORATION AGREEMENT AREAS: The Contractor, prior to start of construction, shall obtain as-built information of the irrigation system(s) within restoration agreement areas, and catalogue related component information (manufacturer/part number/etc.) required to ensure appropriate replacement of the system and components. The as-built information shall be submitted to the Department, Construction Coordination Division, and upon completion of the construction, the Contractor shall restore the irrigation system and components to its original or better condition. Payment for all Work to complete the item shall be incidental to the cost of the Project.

39. COLOR TREATED AND STAMPED CONCRETE (5" THICK): The Contractor's attention is directed to the pay item for "Color Treated and Stamped Concrete", SY This item

which is proposed to be constructed in lieu of concrete traffic separators, as directed by the Engineer, consists of cast-in-place concrete (5") between Type "F" Curb and Gutter, having the surface colored with a color hardener (equivalent to the products supplied by Wm. D. Adeimy, In., 561/832-6305), and with the surface textured or imprinted with a pattern (as directed by the Engineer), and then sealed with a color seal. The Contractor is responsible for assuring the curbing is in no way discolored, damaged, marked, etc. by the application of the above.

Color Hardener:

- Apply the dry hardener when the bleed water disappears and the floating process will not disrupt the level of the surface.
- Normally apply the dry hardener evenly in two separate hakes, using two-thirds of the material for the first shake.
- Use wood floats or a power-troweling machine equipped with float blades to work the dry hardener completely and thoroughly into the surface after each application.
- After floating the final shakes, hand or machine trowel the surface to a flat, uniform finish and apply the specified texture. Apply antiquing release before imprinting with mat-type tools.
- Coverage requirements may vary according to intended use and color. 90lbs. per 100sq.ft. is considered the median range.

Curing:

- Use colored concrete sealer in the matching color to cure interior color hardened floors and exterior flat Work, that will receive regular maintenance and re-coating.
- Newly placed concrete should receive one thin finish coat of colored concrete sealer after placement and after the required curing time of 14-28 days has been reached. Before application of the finish coat, the moisture content of the concrete must be low enough so alkali and other salts do not become trapped beneath the coating, causing discoloration or clouding, thus the reason for the 14-28 day time frame.

The Work is to be performed on the job site by trained and experienced workers.

The pay item "Color Treated and Stamped Concrete", SY, includes all labor, Equipment, Materials, transportation, fuel and all other items incidental to or necessary for completing the Work.

The Contractor shall install a longitudinal 6" PVC (Schedule 80) pipe at stamped concrete areas, in accordance with the details for the "Irrigation Sleeves" (as detailed in the Special Provisions). This item shall be paid for under, "6" PVC Pipe (Schedule 80)", Lineal Feet, and shall include the cost of all labor, Materials, Equipment, fuel, transportation, and other items necessary to complete the Work.

40. ENGRAVING OF CURB FACE: The Contractor is hereby notified that the names of the roads shall be engraved on all quadrants of major intersections (two per quadrant), with four (4) inch high block letters, having a depth of one-half inch, and painted with a black finish. Locations shall be determined by the Engineer.

Samples of the engraving are available at the office of the Director, Construction Coordination Division, 2300 N. Jog Rd., Suite #3W-57, West Palm Beach, Florida, 33411-2745, Florida.

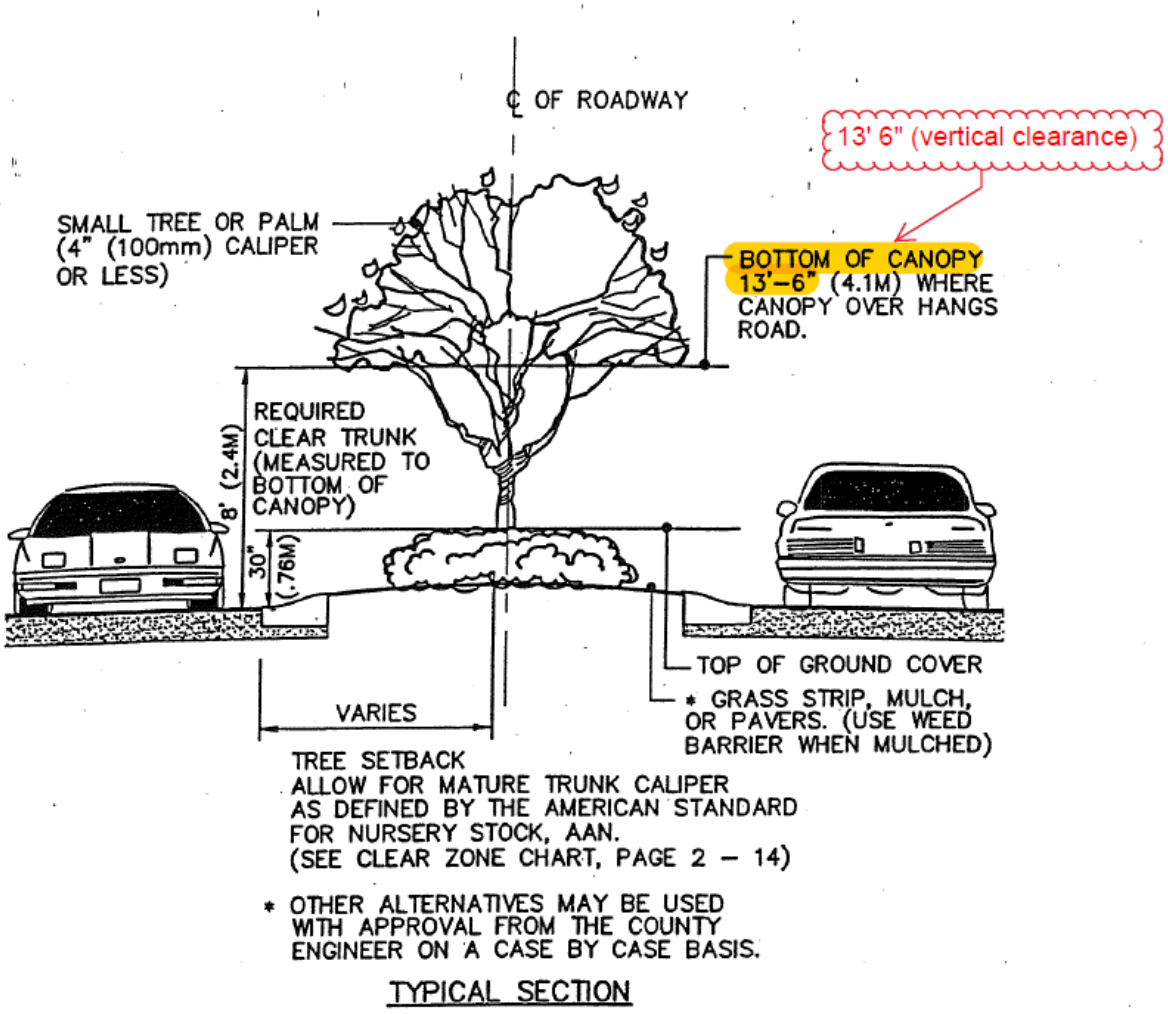
The cost for the pay item, "Engraving of Curb Face", EACH, shall include all labor, Equipment, Materials, transportation, fuel and all other items incidental to or necessary for completing the Work.

41. GUARDRAIL AND SPECIAL SAFETY PIPE RAIL: At locations where sidewalks, walkways, bike paths or other media for bicycle and/or pedestrian traffic are within 4' of the back of the guardrail post, the Contractor shall utilize "steel posts" and "special safety pipe rail" (2" diameter) as shown in FDOT INDEX 400.

Special note: Trinity Industries ET-plus system guardrails will not be allowed on Department Projects.

42. PLANTING STANDARDS

Mountable Curb and Uncurbed Median within Safe Sight Distance Triangle

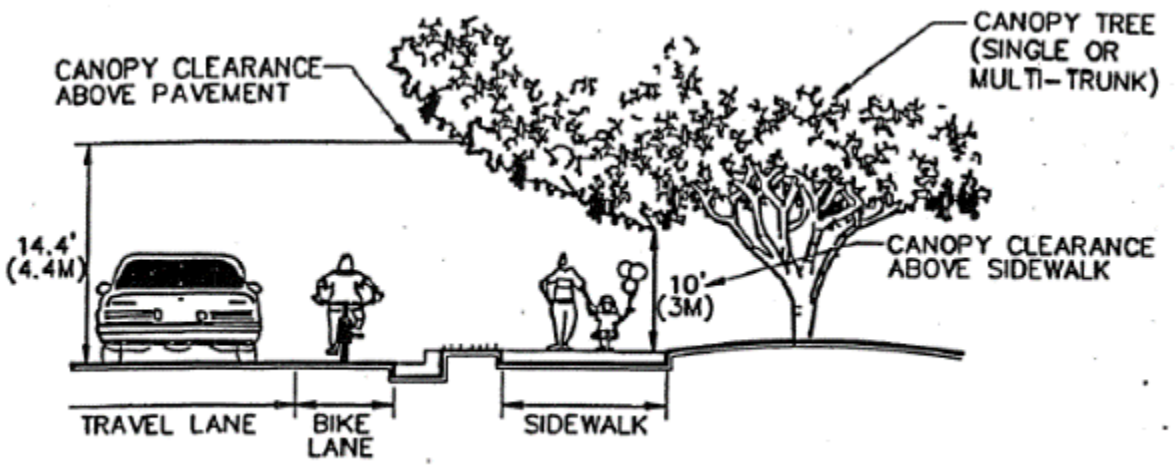


TYPICAL SECTION

Small trees and palms shall be used within mountable and uncurbed medians. Tree and palms that are 4" in caliper or less measured at 6" above grade shall be considered small and may be used within the medians. The plant material within these areas shall be maintained so that they do not overhang into the travel lane. Any portion of the tree that overhangs the travel lanes shall be maintained with a 13'-6" vertical clearance. Otherwise, no encroachment will be permitted.

Canopy Clearance for Sidewalks and Bicycle Paths
Sidewalks should be maintained free of all growth. The bottom limbs of trees overhanging the sidewalk should be at least 10' above the sidewalk.

When tree limbs extend over separate bike paths, they should be at least 10' above the bike path. When they extend over designated or undesignated bike lanes within the roadway, they must be at least 14.4' above the pavement (see below).



BIKE LANE SECTION

Roadside Clear Zone

The roadside clear zone is that area outside the traveled way, available for use by errant vehicles. Vehicles frequently leave the traveled way during avoidance maneuvers and due to loss of control by the drive or due to the collisions with other vehicles. The primary function of the clear zone is to allow space and time for the driver to regain control of vehicle and avoid or reduce the consequences of collision with roadside objects. This area also serves as an emergency refuge location for disabled vehicles.

The width of the clear zone should be as wide as it is practicable. The minimum permitted widths are given in the following table. These are minimum values only and should be increased whenever feasible.

In rural areas it is desirable and frequently economically feasible, to substantially increase the width of the clear zone. Where traffic volumes and speeds are high, the width should be increased. The clear zone on the outside of horizontal curves should be increased due to the high probability of vehicles leaving the Roadway at a high angle.

Minimum Width of Clear Zone

Type of Facility	Design Speed or Posted Speed (whichever is greater)						
	30 mph	35 mph	40 mph	45 mph	50 mph	55 mph	60 mph and above
	Minimum Clear Zone						
Rural	6' Local 10' Collector 14' Arterials	6' Local 10' Collector 14' Arterials	10' Collectors 14' Arterials	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 24' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 30' Arterials and Collectors ADT ≥1500

Urban	4’	4’		4’	N/A	N/A	N/A

- *Urban Facilities clear zone is measured from face of curb (6” type D or F)*
- *Rural Facilities Use rural for urban facilities when no curb and gutter is present. Measured from edge of through travel lane on rural section.*
- *Curb and gutter not to be used on facilities with design speed > 45 mph.*
- *ADT in the table above refers to design year ADT.*

43. PROJECT MOWING SERVICE: This service shall include, but not be limited to:

Schedule of Services: At the direction of the Engineer, during each service visit Contractor shall mow and trim all areas, trim around all poles, trees, posts, guardrails, guy wires, bus benches, fences, walls, trees, palms, plant beds, other plant material, vertical objects, edges of curbs, sidewalks, pathways, etc. within the Rights-of-Way. The full Rights-of-Way shall be serviced by the Contractor unless otherwise specified by the Engineer. The Right-of-Way shall be defined as one (1) foot behind a power pole, pathway or sidewalk, whichever represents the furthest boundary of the defined area, unless otherwise directed by the Engineer and/or site inspections. The Rights-of-Way may contain features designed to detain drainage water and may require mowing practices that are different in nature or frequency than other sections of the job site, due to standing water and/or the protection of wetland plant species used in mitigation areas.

Contractor shall remove all trash, litter, and debris from the entire area prior to initiating any mowing of the turf area. Upon completion of mowing area of installed sod/seeded, it shall be free of clumped grass cuttings, tire tracks or ruts from mowing Equipment. Sod/seeded areas shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of clippings onto any paved surface such as streets, curbs and gutters, parking lots, sidewalks, concrete Medians, preserve and/or natural area and/or adjacent properties. Any material so discharged shall be considered trash and shall be removed immediately prior to proceeding with mowing of other areas. Chute guards shall be in place at all times. Failure to remove/clean up clumped grass clippings from Sod/Seeded areas and/or pavement will be considered as incomplete Work and payment will be withheld. All trash and litter shall be removed and legally disposed of by the Contractor at the Contractor's sole expense and no additional charge to the Department. Any papers, cans or bottles that are cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas. All debris shall be removed by the end of the Work Day and legally disposed of. Debris collected shall ***not*** be disposed of or deposited into any Palm Beach County trash or garbage receptacle or adjacent preserve and/or natural areas

Mowing Height: Shall be 3-1/2 inches (plus or minus 1 inch) upon completion of the service for the Sod/Seeded areas. Turf height in limited access areas such as storm water retention areas may be different, as per direction by Department’s representative. Mowing service shall be required when more than 1% of the vegetation meets or exceeds 9 inches in height for the Sod/Seeded areas and 18 inches for all other areas to be maintained.

Trimming: Turf not accessible to mowers shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by the use of power trimmers or rotary nylon

monofilament cutting machines. Turf shall be trimmed at the same height as adjacent turf is mowed. Areas requiring trimming include, but are not limited to, buildings, fences, walls, fence posts, sign posts, electrical boxes, trees, palms, sprinkler heads, poles, curbs, sidewalks, pathways, asphalt edges, drainage facilities, Equipment, if present and all other objects as determined by designated Department representative. Proper Equipment, as approved by the Department, shall be used at all times. Powered trimming Equipment shall not be used within one (1) foot of any trees or other landscape plants to be preserved, in order to avoid damage to bark and stems. The cost for all the above Work shall be incidental to the pay item "Clearing and Grubbing", LS.

44. RESETTING FENCE: The quantities to be paid for under this item shall be the length in feet of reset fence including gates. The quantity of removed and reset fence determined, as provide above, shall be paid for at the Contract unit price per linear foot for removed and reset fence. The item includes the cost of removing and resetting any existing gates. The above price and payment shall be full compensation for all the Work specified in this Section, including furnishing all the required new hardware, additional posts and replacement of any material damaged by the Contractor.

45. RECORD DRAWINGS (ROADWAY): The Contractor shall note that this Contract includes preparation of "Record Drawings". By definition, "Record Drawings" shall be the electronic information which reflects the as-built conditions of the project recorded at or about the time of the Substantial Completion inspection. The as-built information and permitting forms shall be prepared and certified (i.e., signed and sealed) by a Professional Engineer or Land Surveyor licensed in the State of Florida, as required by the project.

The as-built information shall indicate (at a minimum) the following:

- All changes, additions or deletions to the original design documents.
- Centerline/baseline ties to section line(s) (including ties at PC and PT).
- Stations/elevations/offsets at PC's, PT's, PI's, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (EOP), top-of- curb and back-of-sidewalk, at locations shown on the Plans, at a minimum.
- At non-curb inlets show state plane coordinates, station/offset/elevation to the top-center of the grate.
- At curb inlets show the state plane coordinates, station/offset/elevation at EOP.
- At special and slotted structures - show the elevation(s), dimensions, and the invert of the weir; the bleeders/orifices; and pipe inverts.
- At outfalls, show the state plane coordinates, station/offset/invert/diameter of pipe, structure type and dimensions.
- The diameter, invert, shape, and material type of connecting pipes between all structures.
- For Irrigation Sleeves - show the state plane coordinates, station/offset/elevation for all end caps, and the invert elevation at the end cap.
- At lakes obtain cross sections at 50 foot intervals, or as otherwise directed by the Engineer (Top of Bank, Top of Slope, etc.).
- At bridges, show the low member elevation/station/offset.
- At end bents, show station/offset/elevation at two corners to ensure proper offset location.
- For "Begin and End" Bridge, indicate the stations/offsets/elevations at the respective points.

- All existing and proposed trees, show state plane coordinates, station/offset to the approximate center of the tree.
- All existing and proposed Irrigation wells and valve boxes, show state plane coordinates, station/offset to the top-center of the well and/or valve box.
- All existing and proposed pull boxes, show state plane coordinates, station/offset to the top-center of the box.
- All existing and proposed traffic control cabinets, show state plane coordinates, station/offset to the center of the box.

The above information shall be collected by survey, and the collected data shall be referenced on the Micro Station (.dgn) design file of the project (Micro Station (.dgn) is the only acceptable format). The electronic Micro Station (.dgn) files (and .pdf files of same) shall be submitted on three (3) CDs labeled with project information, one (1) set of black line Plans, and six (6) sets of signed and sealed black line Plans, boldly marked in large print **"RECORD DRAWINGS ROADWAY"**. PDF files shall be digitally or electronically signed and sealed in accordance with either FAC 5J-17.062 or FAC 61G15-23.

The above information shall be submitted to the Department (Director, Construction Coordination), for approval, prior to scheduling a final inspection.

The cost of the location survey, compilation/reproduction/conversion of electronic files, Plans, and other information necessary to satisfy the above, shall be incidental to the cost of the items of Work.

The Contractor shall review all permits for this project and the general/special conditions which may call for "Record-Drawings" for a specific agency. The Contractor is responsible to satisfy the permit requirements in accordance with that agency's policy, with the understanding that the cost for said "Record-Drawings", shall be paid in accordance with PER-1.

46. RECORD DRAWINGS and DOCUMENTS (BRIDGE):

The Contractor is advised that bridge structures are subject to FDOT load rating requirements and shall take all necessary steps to comply with these requirements. See FDOT Load Rating Manual (Topic No. 850-010-035) at https://www.fdot.gov/maintenance/loadrating.shtm.

RECORD DRAWINGS (BRIDGE):
The Contractor shall note that this Contract includes preparation of "Record Drawings". By definition, "Record Drawings" shall be the electronic information which reflects the as-built conditions of the project recorded at or about the time of the "substantial completion" inspection. The as-built information and permitting forms shall be prepared and certified (i.e., signed and sealed) by a Professional Engineer or Land Surveyor licensed in the State of Florida, as required by the project.

The as-built information shall indicate (at a minimum) the following:

- All changes, additions or deletions to the original design documents (including shop drawings).

- Centerline/baseline ties to section line(s) (including ties at PC and PT).
- Stations/elevations/offsets at PC's, PT's, PI's, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (EOP), top-of- curb and back-of-sidewalk, at locations shown on the Plans, at a minimum.
- At non-curb inlets show station/offset/elevation to the top-center of the grate.
- At curb inlets show the station/offset/elevation at EOP.
- At bridges, show the low member elevation/station/offset.
- At end bents, show station/offset/elevation at two corners to ensure proper offset location.
- For "Begin and End" Bridge, indicate the stations/offsets/elevations at the respective points.

The above information shall be collected by survey, and the collected data shall be referenced on the Micro Station (.dgn) design file of the project (Micro Station (.dgn) is the only acceptable format). The electronic Micro Station (.dgn) files (and .pdf files of same) shall be submitted on three (3) CDs labeled with project information, one (1) set of black line Plans, and six (6) sets of signed and sealed black line Plans, boldly marked in large print **"RECORD DRAWINGS BRIDGE"**.

The above information shall be submitted to the Department (Director, Construction Coordination), for approval, prior to scheduling a final inspection.

The cost of the location survey, compilation/reproduction/conversion of electronic files, Plans, and other information necessary to satisfy the above, shall be incidental to the cost of the items of Work.

The Contractor shall review all permits for this project and the general/special conditions which may call for "Record-Drawings" for a specific agency. The Contractor is responsible to satisfy the permit requirements in accordance with that agency's policy, with the understanding that the cost for said "Record-Drawings", shall be paid in accordance with PER-1.

DOCUMENTS (BRIDGE):

- **Schedule of Anticipated dates of Inspections:**
  In-Service Inspections and or Pre-Acceptance Inspection (before any new lanes are opened to traffic). The Schedule should be received within 60 days of the preconstruction meeting. The Department must receive a two week advance confirmation notice prior to the In-Service Inspections and or Pre-Acceptance Inspection.
- **As-Built Load Rating**
  If the bridge is built per plan, the As-built load rating is simply a signed and sealed load rating FDOT summary sheet stating that there was no change during construction that would affect the load rating.
- **Pile Driving Records**
- **In-Service Inspection**
  The Structures Maintenance In-Service Inspection is conducted prior to any new lanes opening to public traffic. Note that for phased construction, there will be multiple in-service inspections

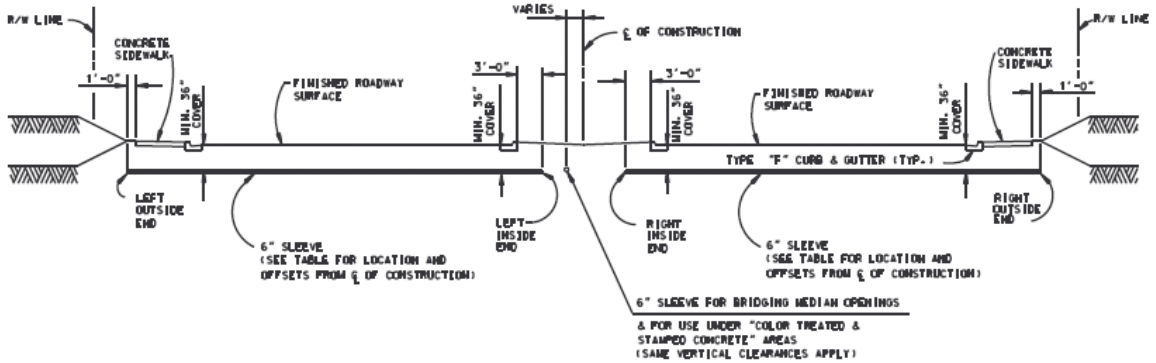
required. The intent of this inspection is to verify the bridge is safe for public traffic in accordance with **FHWA** instructions **Q303-7**

47. DYNAMIC LOAD TEST SUPPORT: Dynamic Load Test Support shall include Contractor furnishing of Equipment and personnel necessary for attachment of leads, supply power source, man-basket, shelter, and any other services necessary to provide support for the testing (reference FDOT Specifications Section 455-5.13). The Department will secure test lab services, including Pile Driver Analyzer (PDA), required for dynamic measurements during the driving of the test piles. All costs for Dynamic Load Test Support shall be incidental to the cost of test pile.

48. PROJECT VIDEOS AND PHOTOGRAPHS: The Contractor shall take and submit videos and photographs of the entire project prior to the commencement of construction and submit them at the preconstruction meeting. Videos and photographs of the entire project shall also be submitted as a record of progress when submitting an invoice for payment, at project final completion, and as directed by the County Engineer. The videos and photographs shall be of a quality to clearly demonstrate the existing, current and final conditions of the project. For existing conditions, any deficiencies or items of note, such as standing water, conditions of trees, adjacent properties, structural deficiencies, etc., shall be clearly noted. The date of when the videos and photographs are taken shall be included on them. The videos and photographs shall be reviewed by the County Construction Project Manager. Digital copies of all videos and photographs shall be provided to the County. The cost of the videos and photographs shall be incidental to the cost of the Project.

49. WAIVER OF JURY TRIAL: The Parties hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this CONTRACT and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

49. LAW AND VENUE; REMEDIES: This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.



DETAIL FOR INSTALLATION OF MEDIAN IRRIGATION SLEEVES FOR THOROUGHFARE ROADS

(NOT TO SCALE)

AS-BUILT CERTIFICATION FORM

P.B.C. # _____

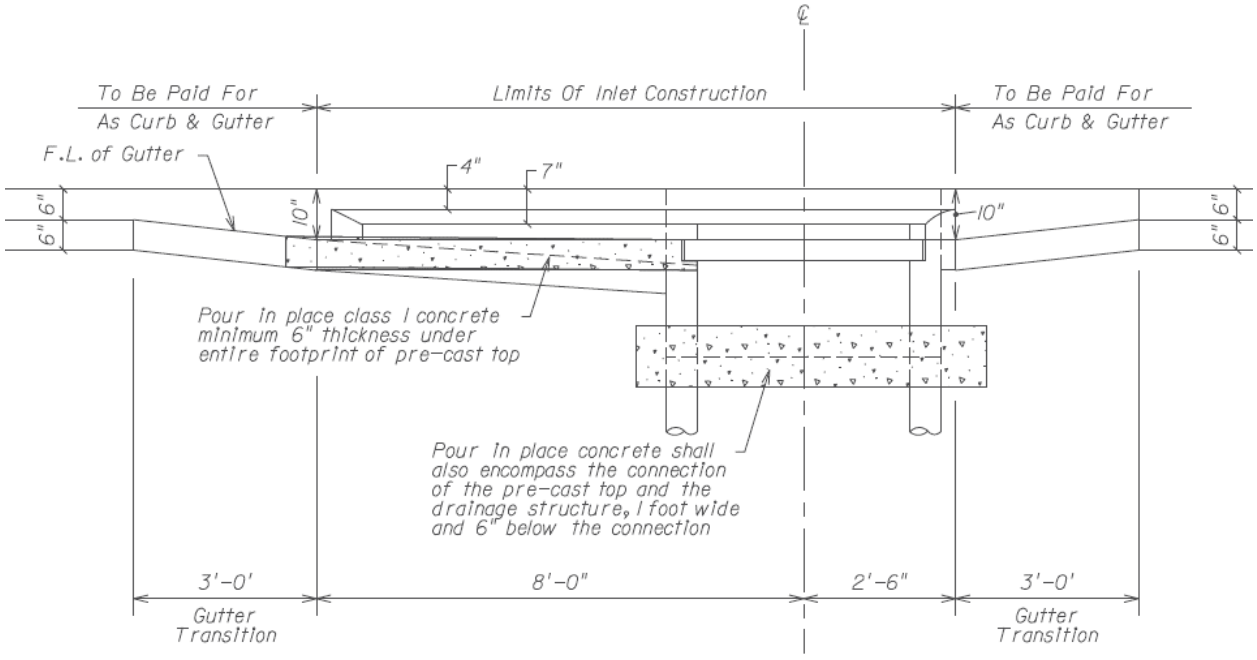
STATION	OFFSETS FROM ℄ OF CONSTRUCTION FOR ENDS OF 6" SLEEVES						REMARKS
	LEFT OUTSIDE END	LEFT INSIDE END	LENGTH OF PIPE ON LEFT SIDE	RIGHT INSIDE END	RIGHT OUTSIDE END	LENGTH OF PIPE ON RIGHT SIDE	
SUB-TOTAL							
TOTAL PROJECT #							

GENERAL NOTES

1. ALL SLEEVES (LEFT & RIGHT) SHALL BE INSTALLED AT SAME ℄ STATION. UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. ALL SLEEVE ENDS ARE TO BE CAPPED.
3. ALL SLEEVE ENDS ARE TO BE MARKED AT THE TIME OF INSTALLATION WITH A 2"x4" WOODEN BOARD STANDING VERTICALLY FROM SLEEVE END TO 1' ABOVE FINISHED GROUND. EXPOSED WOODEN MARKER IS TO BE PAINTED ORANGE FOR FUTURE LOCATION PURPOSES.
4. SLEEVES ARE TO BE 6" P.V.C. SCHEDULE 80 PIPE BASED UPON F.D.O.T. SPECIFICATION SECTION 948. OR 6" BLACK HOT-DIPPED GALVANIZED STEEL PIPE WITH A MINIMUM WALL THICKNESS OF 0.280" BASED UPON A.S.T.M. STANDARD A53-84A.
5. BACKFILLING ABOVE SLEEVES SHALL BE PERFORMED ACCORDING TO F.D.O.T. SPECIFICATION SECTION 125-8.3 (BACKFILLING REQUIREMENTS FOR PIPE CULVERTS AND STORM SEWERS).
6. ALL STATIONS ARE APPROXIMATE. CONTRACTOR MUST CONTACT COUNTY ENGINEER PRIOR TO INSTALLATION TO DETERMINE EXACT LOCATION IN THE FIELD.
7. EACH SLEEVE END IS TO BE MARKED AT THE TIME OF INSTALLATION WITH A 3M ELECTRONIC MARKER (MODEL 1252) AND GPS STATE PLANE COORDINATES SHALL BE RECORDED.

PALM BEACH COUNTY · ENGINEERING AND PUBLIC WORKS · ROADWAY PRODUCTION

REVISED JANUARY 2008



INLET TYPE 5

(Curb Inlet Top Type 6 Symmetrical with Left Half)

SUPPLEMENTAL CONCRETE AT DRAINAGE STRUCTURE TOP DETAIL

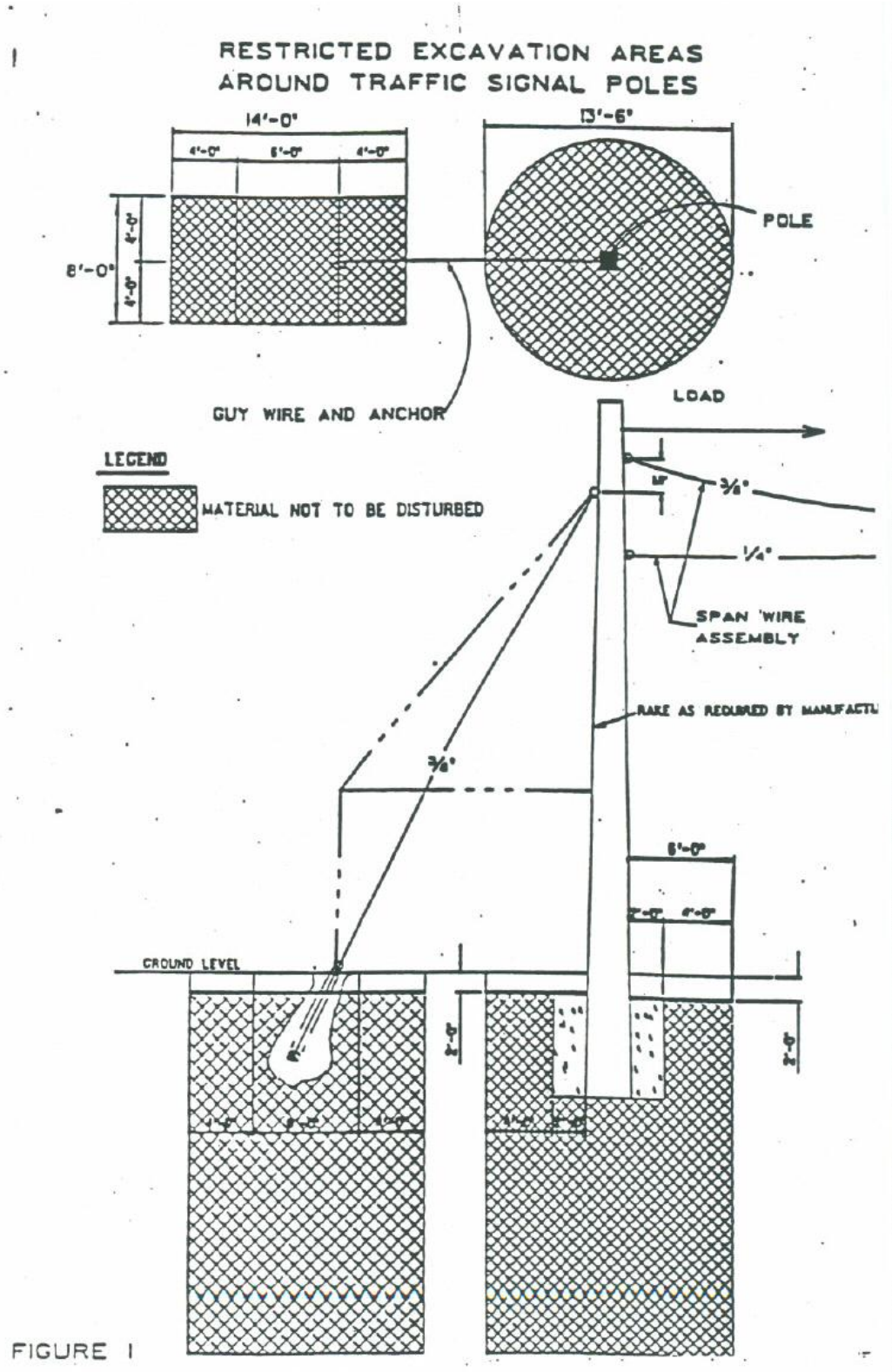

RESTRICTED EXCAVATION AREAS
AROUND TRAFFIC SIGNAL POLES
14'-0"
13'-6"
4'-0"
6'-0"
4'-0"
8'-0"
4'-0"
4'-0"
POLE
GUY WIRE AND ANCHOR
LOAD
LEGEND
MATERIAL NOT TO BE DISTURBED
3/8"
1/4"
SPAN WIRE
ASSEMBLY
RAKE AS REQUIRED BY MANUFACTU
3/8"
6'-0"
GROUND LEVEL
2'-0"
2'-0"

FIGURE 1

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT
PALM BEACH COUNTY, FLORIDA
LIQUID ASPHALT CALCULATIONS

Estimate No: _____ Page No. _____ Status of: _____
Contractor: _____
Contract for: _____
Bid Index: _____

Month/Year	Tons	Pounds	*L.A. %	Weight of L.A.	Gal.	0.95% or 1.05% of Bid Index	Monthly Index	Difference (+ or -)	Change in Cost	Cumm.	Comm. Total
A	B	C	D	E	F	G	H	I	J	K	L
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00

LIQUID ASPHALT:
All bids for materials covered by the Proposal are to include required liquid bituminous materials and tack coats. No additional payment will be made for the liquid bituminous materials in the prime and tack coats. The Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt, to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received.
A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the liquid bituminous materials used in the Asphaltic Concrete Mixes included in this proposal exceed 5% (See General Provision Section 9-2.1.2 "Bituminous Material").

* NOTE: The L.A. % to be applied for Friction Courses is 6.5%.
For all other asphalt mixes the L.A. % shall be 6.25%.
This form shall be submitted to the Engineer on a monthly basis.

Rev 1/2008

SPECIAL PROVISIONS

55. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN: Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

56. HUMAN TRAFFICKING AFFIDAVIT: Contractor warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Contractor has executed the Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

57. PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139: Contractor hereby certifies to the Department that Contractor does not and will not use Department funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

SPECIAL PROVISIONS

DIVERSITY, EQUITY AND INCLUSION MATERIAL

Project # 2019803

Contractor certifies that:

Contractor does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as defined and may be amended in section 287.139, Florida Statute.

COMPANY NAME: _____

ADDRESS: _____

COMPANY'S AUTHORIZED OFFICIAL:

_____
Name and Title

_____
Signature

_____
Date

SPECIAL PROVISIONS

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____ (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

_____ _____

(signature of officer or representative) (printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this, _____ day of _____, 20_____, by _____.

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.

_____

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

(Notary Seal)

SPECIAL PROVISIONS

57. UTILITIES CONTACTS: The following are the names and telephone numbers of persons the Contractor shall contact to arrange for protection or adjustment of Utilities as provided in Section 7 or when utility conflicts are suspected:

Comcast Cable Communications	Steven Rosa	Steven_Rosa@cable.comcast.net	(561)436-9034
Florida Power and Light Transmission	Michelle King	michelle.king@fpl.com	(772)486-2503
Palm Beach County Traffic Operations	Superintendent		(561)233-3900
Verizon Business (MCI)	Anthony Martinez	Anthony.martinez@verizonwireless.com	(201)290-1253
AT&T FL Telecommunications Co.	Greg Kuehn	gk4122@att.com	(561)699-8598
Florida Power & Light Company	David Fuchs	david.fuchs@fpl.com	(321)214-3814
Palm Beach County Water Utilities	Tish Steinfels	tsteinfiels@pbcwater.com	(561)493-6116
Crown Castle Fiber	Danny Haskett	danny.haskett@crowncastle.com	(786)610-7073
Palm Beach County Traffic Signals	May Cheng	mcheng@pbc.gov	

The Contractor shall fully cooperate at all times with the owners of utility companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

When utility installation/adjustments are included as part of the Proposal, all utility companies (including Palm Beach County Water Utilities Dept.) reserve the right to accept or reject bid items on their part of Work and perform their Work by their forces or other contracted forces.

FPL Transmission Power Line:

The Contractor shall make all arrangements required to construct under and near power lines. The Contractor shall comply with the National Electrical Safety Code (NESC) or OSHA standards, whichever is more stringent. The Contractor can opt to contact FPL Transmission Services to make arrangements to carry out the work in a safe manner.

FPL Transmission Services
Contact: Michelle King
Phone: (772)486-2503
Email: Michelle.king@fpl.com

58. MAINTENANCE OF TRAFFIC: Maintenance of Traffic (MOT) shall be a lump sum item. If the Contractor and/or its subcontractors do not perform the MOT and do not install and maintain those items covered under MOT according to the requirements of the standards, then Palm Beach County reserves the right to reduce said item based on the pro rata performance as determined by the Department on each payment application or $1,000.00 per day, whichever is greater.

The Contractor shall assure compliance with FDOT Index 600 of the current Roadway and Traffic Design Standards. All references to "determinations by engineer" will be the responsibility of the Contractor, and shall be brought to the attention of the Department prior to implementation. The cost of complying with the stated standards shall be incidental to the MOT pay item. The Contractor shall ensure that at no time will traffic (temporary or otherwise) be permitted over installed exfiltration trenches.

MOT plans will not be approved until signal modification plans have been approved by the Department.

Pedestrian MOT:
Pedestrian traffic must be maintained throughout the duration of construction unless otherwise indicated.

All pedestrian detours for MOT to be pre-approved by the Department.

Existing pedestrian crossings shall not be eliminated without prior approval from the Department.

All projects that impact pedestrian traffic of any type shall include "Pedestrian MOT" in accordance with the General Provisions, the cost of which will be incidental to the MOT pay item.

Closures:
For any lane closures that extend into the peak hour(s) or any other lane closure time restriction presented in the Contract Documents, the Contractor may be charged up to $1,000.00 per lane per ½ hour.

Lights and flags are required on the first two warning signs in the series.

The Contractor shall not close any existing auxiliary traffic lanes during construction at signalized intersections. Entrances to schools, hospitals, high volume shopping centers, and residential developments shall not be closed unless preapproved by the Department.

One lane of travel on CR880 shall be maintained at all times throughout the Contract. Any temporary pavement required shall be included in the Maintenance of Traffic pay item.

Access to all existing side streets and driveways shall be maintained at all times.

Traffic Signal MOT:
The Contractor shall maintain existing traffic signal operations at all times.

Any traffic signal modifications necessary for the Work must be approved by the Department. Traffic signal modification requests must include a legible plan which clearly shows the signal head faces and their alignment with proposed traffic lanes and signal phasing. All traffic signal modifications must comply with the MUTCD.

Traffic signal heads must be aligned properly with traffic lanes and an adequate number of signal heads must be provided for all lanes.

Prior to activating a new traffic signal or modifying/replacing an existing traffic signal the Contractor shall confirm with the Department that all traffic lanes are operational. The Contractor shall obtain Department approval prior to activating a traffic signal.

If traffic lanes are not operational when a new traffic signal is activated, the Contractor shall modify the signal heads to align with the existing traffic lanes at the time of activation. When all of the final traffic lanes are operational, the Contractor shall adjust the signal heads to align with the final traffic lanes.

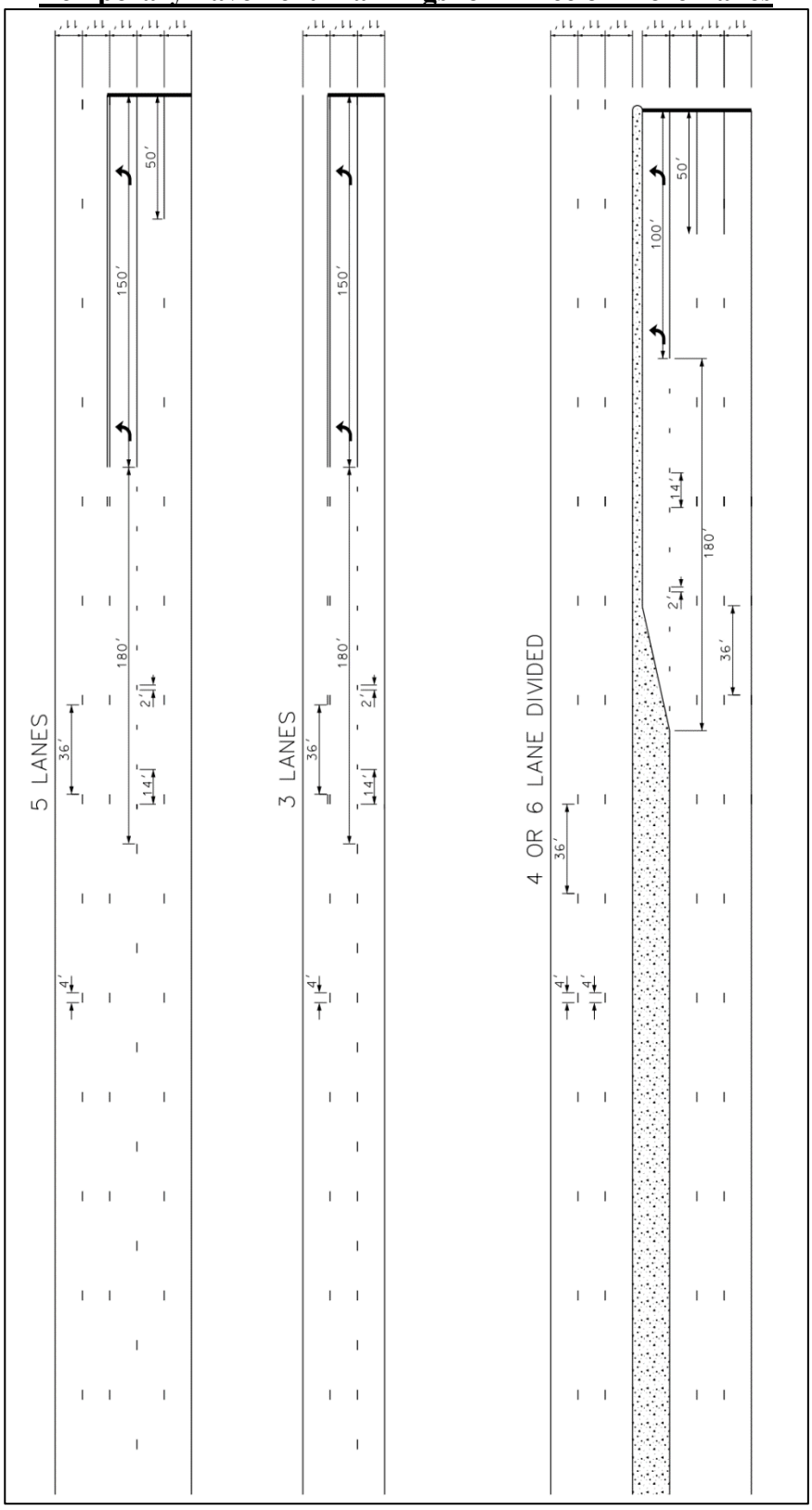
The Department will provide traffic signal timing details for the different phases of the Work. The Contractor shall notify the Department at least one week prior to any Work at signalized intersections. For Traffic Signal topics the Department can be contacted at:

Palm Beach County Engineering Department
Traffic Division / Timing Section
(561) 684-4030 or (561) 681-4320

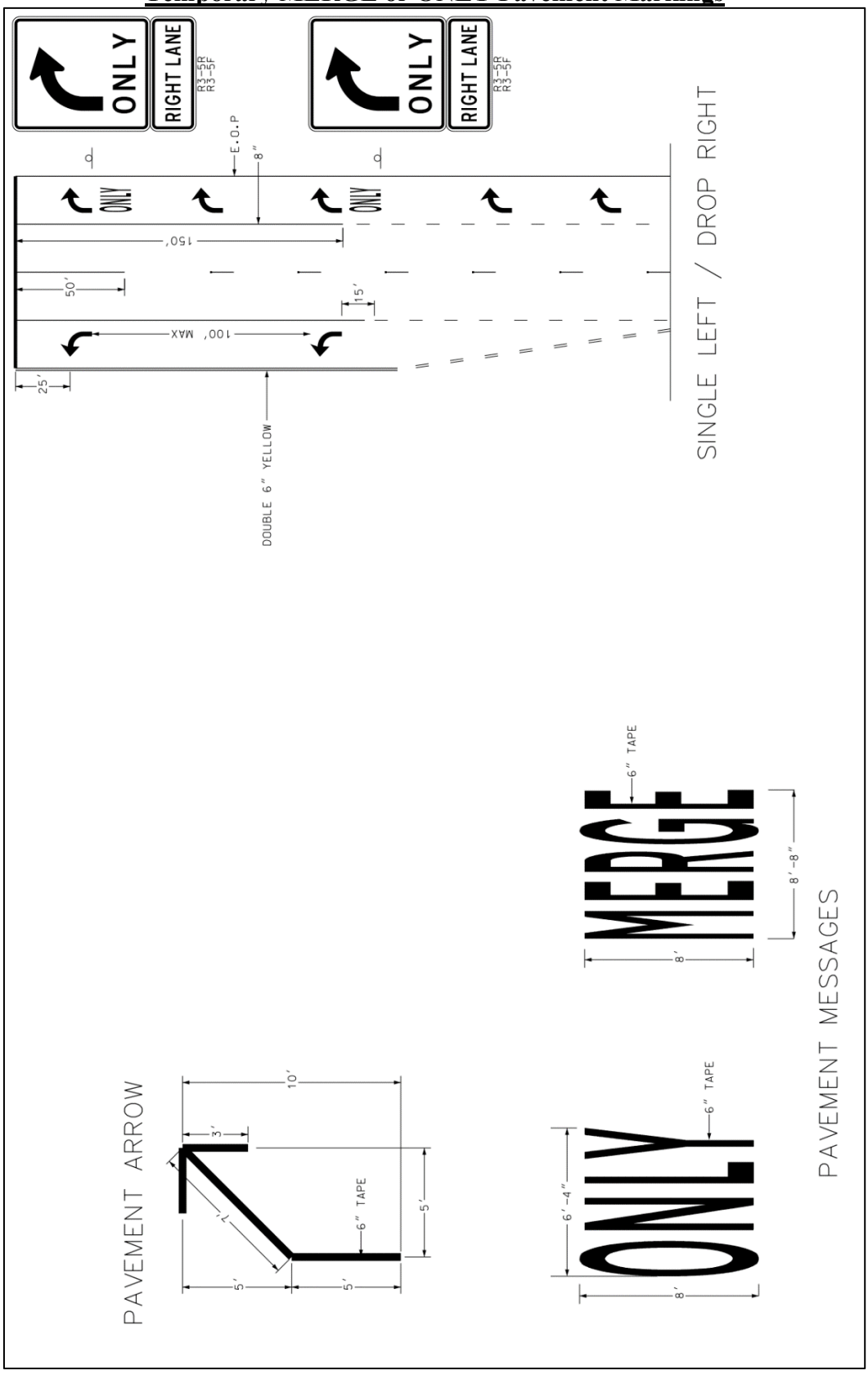
Any necessary signal timing changes made by the Contractor to address safety and/or operational issues must be communicated to the Department within two hours.

59. TEMPORARY PAVEMENT MARKINGS AND SIGNING

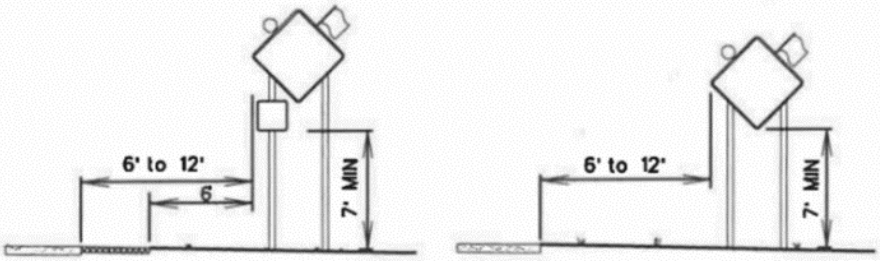
Temporary Pavement Markings for Three or More Lanes



Temporary MERGE or ONLY Pavement Markings



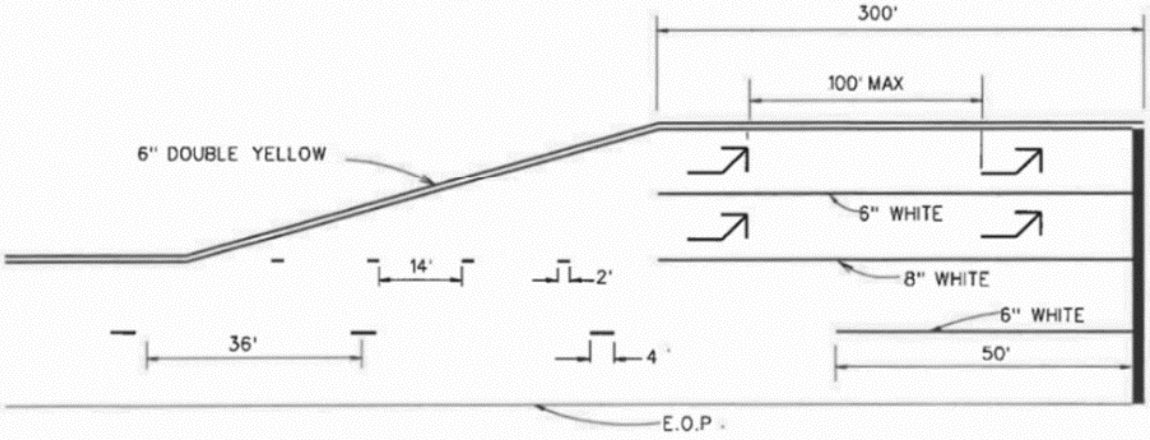
Signing for Long Term Stationary Projects



1.) If a separator is to be signed it shall be a minimum of 6 feet wide. The signs shall be erected in such a way that they also conform with the 7 foot minimum.

2.) Other types of operation may be able to use the standard tri-pod or FDOT approved portable traffic control device as long as there is a minimum of 1 foot from the bottom of the sign to the ground.

DUAL LEFTS



60. SCHOOL ZONE

During the first and last weeks of the school year, no Work may occur within a school zone.

61. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE: This Contract requires compliance with the NPDES General Permit. The "Florida Department of Environmental Protection NPDES Generic Permit For Stormwater

Discharge from Large and Small Construction Activities", dated February 2015, which contains the description and requirements of the permit, is available at the following URL:

http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf

The MSWORD format of the Stormwater Pollution Prevention Plan (SWPPP) template is available at the following URL:

http://www.dep.state.fl.us/water/stormwater/npdes/SWPPP.htm

Notice of Intent and Notice of Termination forms are available on DEP's URL:

http://dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

The Contractor shall complete and submit the NOI and payment to DEP, and if discharging to the County's MS4 facility, provide a copy of the NOI or the acknowledgement letter within 7 calendar days to the Department (https://floridadep.gov/water/stormwater/content/construction-activity-cgp). If a SWPPP is not included in the Contract Plans, or the Contractor chooses to prepare his own SWPPP, the SWPPP template shall be utilized by the Contractor for developing the SWPPP for the project. Any SWPPP prepared by the Contractor shall be submitted to the Department at the Pre-Construction meeting for the project for approval by the Engineer.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

All costs associated with obtaining and complying with the provisions of this permit and to all federal, State and local storm water pollution prevention permits, rules, laws or ordinances, including the implementation of the SWPPP for the project during construction are incidental to the Contract. Also included is the cost of all construction erosion and pollution control measures not covered under other specific pay items, the cost of performing and executing the joint inspection and maintenance reports (as shown in the SWPPP "Template"), and the execution of the Contractor Certification form of the Proposal pages. The Contractor Certification form must be signed and submitted with the Bid Proposal.

SPECIAL PROVISIONS

SITE DESCRIPTION

Project Name and Location:	**CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement.** Palm Beach County, Florida
Palm Beach County Project No.:	**2019803**
Owner Name and Address:	Board of County Commissioners, Palm Beach County Roadway Production Division 2300 N. Jog Road West Palm Beach, FL 33411
Work Description:	This project includes the removal and replacement of a bridge over the SFWMD Ocean Canal and sub-surface soil improvement on CR 880.
Runoff Coefficient:	**Grass Median: Coefficient = 0.20** **Impervious Roadway and Walks Coefficient = 0.95**
Site Area:	The site is 10 acres, of which 8.2 acres of the site are expected to be disturbed by Construction activities.
Site Map:	Location Map attached with SFWMD permit.

Sequence of Major Soil Disturbing Activities:

1. Clearing/Earth Work
2. Installation
3. Drainage
4. Road Work
5. Street Lights
6. Paving

Name of Receiving Bodies:	Highland Glades Drainage District

62. CROP SPRAYING ACTIVITIES: The Contractor will coordinate with the crop spraying by the farming industry to ensure access to the farm fields:

Antonio De Corral, Sr. Managing Hydraulic Engineer
Florida Crystal Corporation
State Road 880 & Atlantic Sugar Mill Road Belle Glade, Florida 33430
Phone: (561)676-4397
Email: Antonio.decorral@floridacrystals.com

63. RIGID INCLUSION PILES: The Contractor shall have a Florida licensed professional engineer complete the design of the rigid inclusion pile system. The design shall be completed and submitted to the Division for review and approval within 60 days of Notice to Proceed.

Spoil material resulting from the construction of the rigid inclusion piles shall be disposed of by the Contractor off site. A portion of the material may be peat in nature and cannot be used as embankment. The cost of hauling and disposal of the spoil material will be included in the rigid inclusion piles pay item.

64. SAM SENTER BRIDGE CLOSURE: The Sam Senter Bridge may be closed for up to 365 days to complete construction of the bridge. The Contractor shall complete construction of the bridge and reopen it to traffic no later than September 15, 2028.

65. BRIDGE DEMOLITION AND ASBESTOS REMOVAL: A pre-demolition asbestos survey of the CR 880 and SAM SENTER BRIDGE was performed by GFA International, Inc. No Inspected Materials were found to contain asbestos. No other suspected Materials were found to contain asbestos. The report is included herein for further details. Please note that bearing pads were not accessible for testing.

The asbestos containing pads are to be removed and disposed by a Florida Licensed Asbestos Abatement Contractor overseen by a Florida Licensed Asbestos Consultant and disposed of properly. Palm Beach County Risk Management coordinates such activities. Please contact Hassan Samii at 561 233-5400 to schedule the abatement to coincide with the Bridge demolition with a minimum six week notice. (Abatement will be quick due to the pads' size and location.)

The Department of Environmental Protection Agency (EPA) requires a 10 day NESHAP notification of demolition for bridges, regardless of asbestos identification. The Contractor shall submit the notification to the Department of Environmental Protection SE District, at the address below.

Department of Environmental Protection SE District
3301 Gun Club Road
MSC 7210-1
West Palm Beach, FL 33406

http://www.dep.state.fl.us/air/emission/asbestos.htm

Also, refer to the General Provisions of these Specifications "Section 800" for Special Conditions, and Asbestos Procedures for Demolition of Structures and Asbestos Material Removal.

All costs related to this provision shall be incidental to the pay item "Removal of Existing Structure.

GFA International, Inc.

Florida's Leading Engineering Source

Palm Beach County Risk Management
100 Australian Ave
West Palm Beach, Palm Beach County, Florida

Pre-Demolition Asbestos Survey Report

Sam Senter Road Bridge Demolition
Over SFWMD Ocean Canal 26.678444, -80.538590 (Structure 934513)
Palm Beach County, Florida

GFA Project No. 3040.2000089.0044
August 18, 2023

A Universal Engineering Sciences Company

GFA Contacts – Delray Beach

Jonathan Bulley, PMP
Environmental Department Manager
jbulley@universalengineering.com

Frederick G. Kaub, P.G.
President
fkaub@universalengineering.com

Our Specialties
Environmental Consulting | Geotechnical Engineering | Construction Materials Testing
Threshold & Special Inspections | Private Provider & Code Compliance

A Universal Engineering Sciences Company

Geotechnical Engineering | Construction Materials Testing and Inspections
Building Code Compliance | Environmental, Health & Safety | Facilities Consulting

LOCATIONS

Atlanta, GA
Buford, GA
Chantilly, VA
Charlotte, NC
Clewiston, FL
Daytona, FL
Delray Beach, FL
Douglasville, GA
Fort Myers, FL
Fort Pierce, FL
Gainesville, FL
Hagerstown, MD
Irvine, CA
Jacksonville, FL
Kennesaw, GA
Las Vegas, NV
Miami, FL
Ocala, FL
Orlando, FL
Palm Coast, FL
Panama City, FL
Pelham, AL
Pensacola, FL
Port St. Lucie, FL
Reno, NV
Rockledge, FL
Sarasota, FL
St. Petersburg, FL
Tampa, FL
Tifton, GA
West Palm Beach, FL

August 18, 2023

Mr. Hassan Samii
Palm Beach County Risk Management
100 Australian Ave
West Palm Beach, Palm Beach County, Florida
Phone: (561) 233 5421
Email: Hsamii@pbcgov.org

Re: Pre-Demolition Asbestos Survey
Sam Senter Road Bridge Demolition
Over SFWMD Ocean Canal 26.678444, -80.538590 (Structure 934513)
Palm Beach County, Florida
GFA Project No. 3040.2000089.0044
Palm Beach County Facilities FDO No. ASB2023031

Dear Mr. Samii:

In accordance with your request, GFA International, Inc. (GFA) is pleased to present this National Emissions Standard for Hazardous Air Pollutants (NESHAP) Pre-Demolition Asbestos Survey Report. This survey was conducted in accordance with Chapter 61-145 of the Environmental Protection Agency's (EPA) Title 40, Part 61, Subpart M of the Code of Federal Regulations (CFR). This report includes the results of our findings from visual reconnaissance, field sample collection and laboratory analysis.

GFA has conducted this Pre-Demolition Asbestos Survey in general accordance with the scope and limitations of NESHAP, Palm Beach County Facilities Development & Operations Department Consultant Services Authorization #57.

On July 18, 2023, Nicholas Nocera and Marvelle Pittman, Asbestos Hazard Emergency Response Act (AHERA) Certified Asbestos Inspectors with GFA, conducted an asbestos sampling survey of suspect asbestos-containing building materials associated with the pending demolition of the subject bridge, located over Sam Senter Road Bridge over SFWMD Ocean Canal (Structure 934513). The entire bridge proposed for demolition was inspected and surveyed during this assessment.

During the NESHAP asbestos sampling survey the inspectors collected a total of sixteen (16) bulk samples from four (4) homogeneous areas of suspect asbestos-containing materials.

The following chart lists each homogeneous area sampled during the Pre-Demolition Asbestos Survey and its' associated material class, material description, estimated quantity located throughout the surveyed area, total samples of the material collected, material condition, physical damage, water damage, material contact level, and material friability:

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(HA) Areas	Material Class	Material Description	Estimated Quantity	Total Samples Collected	Material Condition	Physical Damage	Water Damage	Material Contact	Material Friability
01	M	Gray Caulking (Exterior)	2,000 SF	4	Poor	No	No	Low	NF
02	M	Concrete slab	2,000 SF	4	Fair	No	No	Low	NF
03	M	Asphalt / road paint	2,500 SF	4	Fair	No	No	Low	NF
04	M	Concrete ceiling	1,500 SF	4	Fair	No	No	Low	NF

Chart Abbreviation Notes:
HA = Homogeneous Area
M = Miscellaneous
SF = Square Feet
F = Friable
NF = Not Friable

Bulk Field Logs including the homogeneous area, sample number, description, location, and NESHAP Category of each sample collected are provided in **Attachment A**. Approximate locations of the samples are documented in the Sample Location Sketch provided in **Attachment B.** Digital photographs of building materials sampled are provided as **Attachment C**.

Building materials samples were analyzed according to the Environmental Protection Agency (EPA) Polarized Light Microscopy (PLM) and TEM Method. A copy of the laboratory analytical results and chain-of-custody documentation is provided as **Attachment D**. **None of the building material samples collected and analyzed during the NESHAP Pre-Demolition asbestos sampling survey were found to contain asbestos mineral fibers.**

Bridges are generally constructed using bearing pads between the pilings and slabs. Bearing pads are a material that historically contains asbestos. The bearing pads between pilings and slabs were not observed due to the inaccessibility of the location of the bearing pad material. Should bearing pads be discovered during demolition activities they should be considered Presumed Asbestos Containing Material (PACM).

GFA was not informed of additional building materials that existed at the subject property prior to this survey. If, during demolition activities, additional materials are discovered that have not been tested or if any materials are found that were not accessible at the time of the survey, they should be considered Presumed Asbestos Containing Materials (PACM) in accordance with Chapter 1910.1001 of the Occupational Safety and Health Administration's (OSHA) Title 29, Part 1910, Subpart Z of the CFR, until laboratory testing proves otherwise. In addition, the contractor should notify the subject property owner and GFA of any such materials for further evaluation. A copy of the survey should be kept onsite during demolition activities.

A Universal Engineering Sciences Company

This report may not be used by the client to claim product endorsement by National Voluntary Laboratory Accreditation Program (NVLAP) or any agency of the U.S. Government. Method used: EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116 July 1993). Copies of relevant GFA Asbestos Certifications are included as **Attachment E**.

GFA appreciates the opportunity to work with you as a member of the project team. Please contact the undersigned at (561) 347-0070 if you have any questions or comments on this report.

Best Regards,

GFA International, Inc.

Jonathan Bulley, PMP
AHERA Certified Asbestos Inspector
Certificate No. 08022201AM

Frederick G. Kaub
Florida Licensed Asbestos Consultant
License No. AX71

Attachments: Attachment A - Bulk Field Logs
Attachment B - Sample Location Sketch
Attachment C - Digital Photographs
Attachment D - PLM Analytical Laboratory Results and Chain-of-Custody
Attachment E - Certifications

A Universal Engineering Sciences Company

ATTACHMENT A

BULK FIELD LOGS

A Universal Engineering Sciences Company

ASBESTOS BULK

003326522

Date 7/18/23

Page 2

HOMOGENEOUS AREA	SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	AP	CATEGORY	COMMENTS:
1	001	Gray Caulking (Exterior)	Sidewalk on Bridge (West)	2000	Poor	M	MATERIAL LOCATION: Bridge TOP
1	002						
1	003		Top Rail Sidewalk on Bridge (East) (Bottom)				
1	004		Sidewalk on Bridge (East)				
2	005	Concrete Slab	side walk area (West)	2000	Fair	M	Bridge TOP
2	006						
2	007		Sidewalk area (East)				
2	008						
3	009	Asphalt/ Road Paint	Roadway Bridge (West)	2500	Fair	M	Bridge TOP
3	010						

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ASBESTOS BUL 003326522

Date 7/18/23

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HOMOGENEOUS AREA	SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	APPROXIMATE QUANTITY	CONDITION	NESHAP CATEGORY	COMMENTS: MATERIAL LOCATION:
3	011	Asphalt/ Road Paint	Roadway Bridge (East)	2500	Fair	M	Bridge Top
3	012	↓	↓	↓	↓	↓	↓
4	013	Concrete ceiling	Under Bridge (West)	1500	Fair	M	Bridge Bottom
4	014	↓	↓	↓	↓	↓	↓
4	015	↓	Under Bridge (East)	↓	↓	↓	↓
4	016	↓	↓	↓	↓	↓	↓

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ATTACHMENT B

SAMPLE LOCATION MAPS

A Universal Engineering Sciences Company

Photo 1: Over SFWMD Ocean Canal 26.678444, -80.538590 (Structure 934513) Palm Beach County, Florida

Photo 2: Homogenous Area 01 Gray Caulking (Exterior)– Samples 001-004

Photo 3: Homogenous Area 02 Concrete slab – Samples 005-008

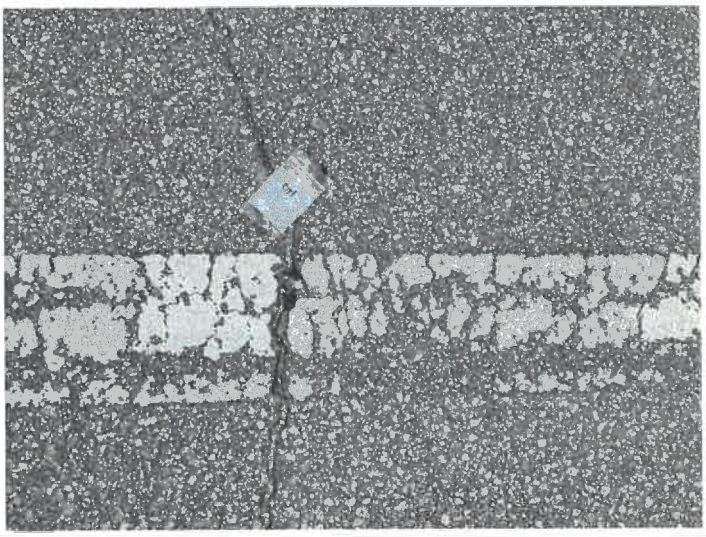

Photo 4: Homogenous Area 03 Asphalt / road paint - Samples 009-012

Photo 5: Homogenous Area 04 Concrete ceiling – Samples 013-016	Photo 6: underside view of bridge

ATTACHMENT D

PLM ANALYTICAL LABORATORY RESULTS AND CHAIN-OF-CUSTODY

A Universal Engineering Sciences Company

eurofins | Built Environment Testing

Report for:

Mr. Jonathan Bulley
Universal Engineering Sciences - Delray Beach
1215 Wallace Drive
Delray Beach, FL 33444

Regarding: Eurofins EPK Built Environment Testing, LLC
Project: Sam Senter Road Bridge (West) and (East)
EML ID: 3326522

Approved by:

Approved Signatory
Balu Krishnan

Dates of Analysis:
Asbestos PLM: 07-21-2023

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)
NVLAP Lab Code 200738-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins EPK Built Environment Testing, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins EPK Built Environment Testing, LLC
6301 NW 5th way, Suite#: 1410, Ft. Lauderdale, FL 33309
(866) 871-1984 www.eurofinsus.com/Built

Client: Universal Engineering Sciences - Delray Beach
C/O: Mr. Jonathan Bulley
Re: Sam Senter Road Bridge (West) and (East)

Date of Receipt: 07-21-2023
Date of Report: 07-21-2023

ASBESTOS PLM REPORT

Total Samples Submitted:	16
Total Samples Analyzed:	16
Total Samples with Layer Asbestos Content > 1%:	0

Location: 1-001, Gray Caulking (Exterior) Lab ID-Version‡: 16162612-1

Sample Layers	Asbestos Content
Gray Caulk	ND
Sample Composite Homogeneity:	Good

Location: 1-002, Gray Caulking (Exterior) Lab ID-Version‡: 16162613-1

Sample Layers	Asbestos Content
Gray Caulk	ND
Sample Composite Homogeneity:	Good

Location: 1-003, Gray Caulking (Exterior) Lab ID-Version‡: 16162614-1

Sample Layers	Asbestos Content
Gray Caulk	ND
Sample Composite Homogeneity:	Good

Location: 1-004, Gray Caulking (Exterior) Lab ID-Version‡: 16162615-1

Sample Layers	Asbestos Content
Gray Caulk	ND
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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Client: Universal Engineering Sciences - Delray Beach
C/O: Mr. Jonathan Bulley
Re: Sam Senter Road Bridge (West) and (East)

Date of Receipt: 07-21-2023
Date of Report: 07-21-2023

ASBESTOS PLM REPORT

Location: 2-005, Concrete Slab Lab ID-Version‡: 16162616-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

Location: 2-006, Concrete Slab Lab ID-Version‡: 16162617-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

Location: 2-007, Concrete Slab Lab ID-Version‡: 16162618-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

Location: 2-008, Concrete Slab Lab ID-Version‡: 16162619-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

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Client: Universal Engineering Sciences - Delray Beach
C/O: Mr. Jonathan Bulley
Re: Sam Senter Road Bridge (West) and (East)

Date of Receipt: 07-21-2023
Date of Report: 07-21-2023

ASBESTOS PLM REPORT

Location: 3-009, Asphalt /Road Paint Lab ID-Version‡: 16162620-1

Sample Layers	Asbestos Content
White Concrete with Paint	ND
Black Asphalt	ND
Sample Composite Homogeneity:	Good

Location: 3-010, Asphalt /Road Paint Lab ID-Version‡: 16162621-1

Sample Layers	Asbestos Content
White Concrete with Paint	ND
Black Asphalt	ND
Sample Composite Homogeneity:	Good

Location: 3-011, Asphalt /Road Paint Lab ID-Version‡: 16162622-1

Sample Layers	Asbestos Content
White Concrete	ND
Black Asphalt	ND
Sample Composite Homogeneity:	Good

Location: 3-012, Asphalt /Road Paint Lab ID-Version‡: 16162623-1

Sample Layers	Asbestos Content
White Concrete	ND
Black Asphalt	ND
Sample Composite Homogeneity:	Good

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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(866) 871-1984 www.eurofinsus.com/Built

Client: Universal Engineering Sciences - Delray Beach
C/O: Mr. Jonathan Bulley
Re: Sam Senter Road Bridge (West) and (East)

Date of Receipt: 07-21-2023
Date of Report: 07-21-2023

ASBESTOS PLM REPORT

Location: 4-013, Concrete Ceiling Lab ID-Version‡: 16162624-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

Location: 4-014, Concrete Ceiling Lab ID-Version‡: 16162625-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

Location: 4-015, Concrete Ceiling Lab ID-Version‡: 16162626-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

Location: 4-016, Concrete Ceiling Lab ID-Version‡: 16162627-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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SSF, CA: 6000 Shoreline Court, Suite 205, South San Francisco, CA 94080 * (866) 888-5653

ASBES 003326522

REQUESTED

CONTACT INFORMATION			
Company:	Universal Engineering Sciences	Address: 1215 Wallace Drive, Delray Beach FL 33444	
Contact:	Jonathan Bulley	Special Instructions:	
Phone:	(561) 347 0070	Email report and invoice to jbulley@universalengineering.com	

PROJECT INFORMATION			
Project ID:	San Sevier Road Bridge (West)		
Project Description:			
Project Zip Code:	33430	Sampling Date & Time:	7/18/2023
PO Number:	3040.2000098.0000 TASK 0044	Sampled By:	Manuel Pina

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)
ND – Next Business Day
SD – Same Business Day Rush*
*Please call Client Services for locations with Rush services

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
001	See Attached	Bulk	SD		
002					
005					
006					
009					
010					
013					
014					

PCM Air		PLM Bulk						PLM Rock & Soil		Other Requests		
Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
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SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	7/21/23 9:22		7/21/23 9:22

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SSF, CA: 6000 Shoreline Court, Suite 208, South San Francisco, CA 94080 * (866) 888-6653

ASBEST 003326522

REQUESTED SERVICES

PCM Air		PLM Bulk						PLM Rock & Soil		Other Requests		
Fiber Count (NIOSH 7400)	OSHA with TWA	Asbestos Bulk PLM	EPA Point Count (200 Point Count)	EPA Point Count (400 Point Count)	EPA Point Count (1000 Point Count)	Gravimetric Point Count (400 Pt Count)	Gravimetric Point Count (1000 Pt Count)	CARB 435 Method (400 Point Count)	CARB 435 Method (1000 Point Count)	Lead Analysis – Flame AA		
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CONTACT INFORMATION

Company:	Universal Engineering Sciences	Address:	1215 Wallace Drive, Delray Beach FL 33444
Contact:	Jonathan Bulley	Special Instructions:	
Phone:	(561) 347 0070		Email report and invoice to jbulley@universalengineering.com

PROJECT INFORMATION

Project ID:	Boca Senter Road Bridge (East)		
Project Description:			
Project Zip Code:	33430	Sampling Date & Time:	7/18/2023
PO Number:	3040-200089.0000 Task 0044	Sampled By:	Marielle Altman

TURN AROUND TIME CODES (TAT)

STD – Standard (DEFAULT)
ND – Next Business Day
SD – Same Business Day Rush*
*Please call Client Services for locations with Rush service

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

Sample ID	Description	Sample Type (Below)	TAT (Above)	Total Volume (Air Samples only)	Notes
003	See Attached	Bulk	SD		
004	↓	↓	↓		
007					
008					
011					
012					
015					
016					

SAMPLE TYPE CODES	
A – Air	W – Wipe
B – Bulk	T – Tape
D – Dust	R – Rock
SO – Soil	O – Other:

RELINQUISHED BY	DATE & TIME	RECEIVED BY	DATE & TIME
	7/21/23 9:52		7/24/23 9:22

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ASBESTOS BULK

003326522

Date 7/18/23

Page 2

HOMOGENEOUS AREA	SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	AP	CONDITION	FRIABILITY	COMMENTS: MATERIAL LOCATION
1	001	(Gray Caulking Exterior)	Sidewalk on Bridge (West)	2000	Poor	M	Bridge TOP
1	002						
1	003		Top Rail Sidewalk on Bridge (East) (Bottom)				
1	004		Sidewalk on Bridge (East)				
2	005	Concrete Slab	Side walk area (west)	2000	Fair	M	Bridge TOP
2	006						
2	007		Sidewalk area (East)				
2	008						
3	009	Asphalt/ Road Paint	Roadway Bridge (West)	2500	Fair	M	Bridge TOP
3	010						

7/21/23 9:27

ASBESTOS BULK 003326522

Date 7/18/23

Page 2

HOMOGENEOUS AREA	SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION	APPROXIMATE QUANTITY	CONDITION	NESHAP CATEGORY	COMMENTS: MATERIAL LOCATION:
3	011	Asphalt/ Road Paint	Roadway Bridge (East)	3500	Fair	M	Bridge Top
3	012	↓	↓	↓	↓	↓	↓
4	013	Concrete ceiling	Under Bridge (West)	1500	Fair	M	Bridge Bottom
4	014	↓	↓	↓	↓	↓	↓
4	015	↓	Under Bridge (East)	↓	↓	↓	↓
4	016	↓	↓	↓	↓	↓	↓

7/21/23 9:27

ATTACHMENT E

CERTIFICATIONS

GFA INTERNATIONAL
A Universal Engineering Sciences Company

Ron DeSantis, Governor

Julie I. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

GFA INTERNATIONAL INC

FREDERICK GEORGE KAUB
1215 WALLACE DRIVE
DELRAY BEACH FL 33444

LICENSE NUMBER: ZA404

EXPIRATION DATE: NOVEMBER 30, 2023

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

KAUB, FREDERICK GEORGE

GFA INTERNATIONAL INC
851 NE 71ST STREET
BOCA RATON FL 33487

LICENSE NUMBER: AX71

EXPIRATION DATE: NOVEMBER 30, 2024

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Vern Roberts Environmental Training, Inc.

13987 94th Avenue Seminole, FL 33776
727-239-1445

Certifies that

MARVELLE PITTMAN

Has satisfactorily completed the requisite training for asbestos accreditation under TSCA TITLE II, EPA Model Accreditation Plan (40CFR763 E) for the 4-hour Inspector (Survey & Mechanical) Refresher Course on 7/28/2023, and in testimony whereof, we do confer this certificate on 7/28/2023.

Date of Course: 7/28/2023 Expiration Date 7/28/2024
Certificate # 07282302AM
Course # FL49-0006322 Provider # FL49-0003810

INSTRUCTOR

Vern Roberts Environmental Training, Inc.

13987 94th Avenue Seminole, FL 33776
727-239-1445

Certifies that

JONATHAN BULLEY

Has satisfactorily completed the requisite training for asbestos accreditation under TSCA TITLE II, EPA Model Accreditation Plan (40CFR763 E) for the 4-hour Inspector (Survey & Mechanical) Refresher Course on 7/28/2023, and in testimony whereof, we do confer this certificate on 7/28/2023.

Date of Course: 7/28/2023 Expiration Date 7/28/2024
Certificate # 07282301AM
Course # FL49-000632[illegible] Provider # FL49-0003810

INSTRUCTOR

Vern Roberts Environmental Training, Inc.

13987 94th Avenue Seminole, FL 33776
727-239-1445

Certifies that

NICHOLAS J NOCERA

Has satisfactorily completed the requisite training for asbestos accreditation under TSCA TITLE II, EPA Model Accreditation Plan (40CFR763 E) for the 24-hour Inspector (Survey & Mechanical) Initial Course on 6/14/2023, and in testimony whereof, we do confer this certificate on 6/14/2023.

Dates of Training: 6/12/2023-6/14/2023
This Certificate Expires on: 6/14/2024
Certificate # 06142303
Course # FL49-0006318 Provider # FL49-0003810

VERNON H ROBERTS, JR., INSTRUCTOR

TECHNICAL SPECIAL PROVISION FOR

SOIL STABILIZATION IMPROVEMENT BY

RIGID INCLUSION (RI) COLUMNS

PBC PROJECT No.: 2019803

Intersection Improvements & Bridge Replacement
CR-880 at Sam Senter Road over SFWMD Ocean Canal
Palm Beach County, Florida

The official record of this Technical Special Provision has been electronically signed and sealed using a Digital Signature as required by Rule 61G 15-23.004, F.A.C. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Professional Engineer:	Partha Ghosh, P.E.
Date:	2/7/2025
Fla. License No.:	51377
Firm Name:	GCME, Inc.
Firm Address:	1730 W. 10th Street
City, State, Zip code:	Riviera Beach; FL 33404
Certificate of Authorization:	9076
Pages:	10

Partha Ghosh

Digitally signed by Partha Ghosh
Date: 2025.02.07 17:43:27 -05'00'

Soil Improvement by Rigid Inclusion (RI) Columns

1. DESCRIPTION

1.1 General:

The work under this Technical Special Provision consists of the construction of RI columns per the Contract Documents, as well as related quality control testing in accordance with Section 105 of the FDOT Specifications.

Soil stabilization improvement is performed to support a new roadway embankment as indicated on the project plans. The area of improvement is starting at station 80+00.03 and ending at station 109+00.11. RI columns achieve this objective through reinforcement and load transfer.

As used herein, the terms "RI" and "RI column" are used to describe grout columns having a load-deformation modulus greater than that of the surrounding soils into which they are installed.

1.2 Reference Standards:

1.2.1 FHWA NHI-06-019 & NHI-06-020 Ground Improvement Methods: Reference Manual – Volumes 1 & II
1.2.2 FHWA NHI-16-027 & NHI-16-028 Ground Modification Methods: Reference Manual – Volumes 1 & II
1.2.3 FHWA DTFH61-97-D-00025 Design and Construction of Driven Pile Foundations
1.2.4 American Concrete Institute (ACI) Standards
1.2.5 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Current Edition)
1.2.6 FDOT Soils and Foundations Handbook (Current Edition)
1.2.7 FDOT Design Standards (Current Edition)
1.2.8 American Society for Testing and Materials (ASTM) Standards
1.2.9 American Association of State Highway and Transportation Officials (AASHTO) Standards
1.2.10 Florida Sampling and Testing Methods (FSTM)
1.2.11 FDOT Structures Manual

1.3 Qualifications of the Specialty Contractor:

The Specialty Contractor is the individual, firm or corporation responsible for the design, construction and monitoring of the RI column system. The RI column system includes the columns and the load transfer platform. The Specialty Contractor must have experience in the design of at least three (3) successfully completed RI column projects over the past five (5) years. The Specialty Contractor is to provide documentation for three (3) recent, successful projects completed within similar site conditions and improvement criteria. The contractor to provide names and contact information of individuals who can attest to the adequacy of the work performed. This information shall be submitted in the Specialty Contractor's

bid proposal. A Project Manager is to be assigned by the Specialty Contractor who has been responsible for RI work on at least three (3) projects. The Project Manager shall have been in full-time employment of the Specialty Contractor for at least two of those projects (provide a list of projects and dates in bid proposal). The Specialty Contractor is to assign a full-time Project Superintendent with at least three (3) years' experience in RI column construction and who has been responsible for a minimum of three (3) RI column projects (provide a list of projects and dates in bid proposal). Written request for substitutions of these key personnel must be submitted prior to personnel changes. Documentation must be submitted to Palm Beach County (County) that demonstrates that the substitute meets the requirements listed above. Substitution may not be made until written approval is provided by the County.

1.4 Design Considerations:

1.4.1 Total Settlement: Total settlement (following the completion of construction activities) at any point on the surface of the asphaltic concrete pavement for the roadway shall not exceed 0.25 inch.

1.4.2 Differential Settlement: At a minimum, the Contractor shall provide a survey monument approximately every 100 feet along the improvement area. Adjacent survey markers shall be placed such that one survey point is located above a column and the adjacent survey point is located at the centroid of a unit cell formed by the centers of adjacent columns. The maximum allowable differential settlement shall be limited to 0.15 inch between any two survey points.

A Specialty Contractor Engineer will design the RI system to meet the settlement criteria of the Contract Documents. The RI system will safely transfer the weight of the embankment, traffic and associated loading to a bearing layer that can provide support without exceeding the project's total and differential settlement criteria. Design of the load transfer platform (LTP) shall be in accordance with FHWA NHI-06-020 Ground Improvement Methods. The design shall specify details regarding the number of columns, their spacing, diameter and installation criteria. The design shall also specify details regarding the type and thickness of materials required to construct the load transfer platform, including the number of reinforcement layers, type of column, type of reinforcement, compaction criteria, and properties of the geosynthetic reinforcement. Prior to submitting the bid, it is the responsibility of the Specialty Contractor to review available subsurface information and visit the site to access site geometry, equipment access conditions, and location of existing structures and above and below ground utilities and facilities. The subsurface materials encountered within the treatment zone are expected to consist of soft peat over interlayering of sand, silty sand, silt and weakly to well cemented limestone.

A conceptual RI system with a load transfer system is presented in the roadway plans for reference only.

The limits of the treatment zone may vary across the site. The anticipated treatment zone is located approximately between the depths of 5 to 15 feet, and up to 25 feet

below the existing grades. The RI column bearing elevations will vary depending on the actual vertical extent of the compressible soils. If required for design, supplemental geotechnical explorations will need to be performed at the Specialty Contractor's expense.

1.5 Existing Soil Conditions:

The subsurface materials to be encountered within the treatment zones may include peats, sands, silty sands, silt and limestone to approximately 20 to 25 feet below working grade. RI treatment depth shall be specified in the RI ground improvement design submittal. If these subsurface materials are encountered, it will not be considered unforeseeable work, extra work, or a differing site condition.

1.6 Submittals:

The following data shall be submitted for approval of the Engineer prior to beginning the work:

1.6.1 Shop drawings for Rigid Inclusions per Section 5-1.4 of the FDOT Specifications

1.6.2 RI ground improvement design

1.6.3 Proposed mix design

2. MATERIALS

2.1 General: Furnish all supervision, labor, material, equipment and related services necessary to perform the work.

2.2 Geosynthetic: Specify type and manufacturer from FDOT Approved Products List (APL) FDOT Specification 985.

2.3 Portland Cement: In accordance with Section 921 of the FDOT Specifications

2.4 Mineral Admixture: Mineral admixture, if used, shall be fly ash or natural pozzolan in accordance with Section 929 of the FDOT Specifications.

2.5 Fluidifier: Shall be a compound possessing characteristics which will increase the fluidity of the mixture, act as water reducing agent, or set retardant.

2.6 Water: Shall meet the requirements of Section 923 of the FDOT Specifications.

2.7 Fine Aggregate: Any clean sand having 100% passing the 3/8-in sieve and with not more than 10% passing the #200 sieve may be used provided it is supplied by a FDOT approved source.

2.8 Grout Mixes: Ready mix grout for RI columns shall consist of Portland cement, sand, coarse aggregate (optional), and water, and may also contain a mineral admixture and approved fluidifier. If required, coarse aggregate shall be FDOT #89 stone supplied by a FDOT approved source. The components shall be proportioned and mixed to produce a grout capable of maintaining the solids in suspension, which may be pumped without difficulty. These materials shall be proportioned to produce a hardened grout which will achieve the required design strength within 28 days (to be specified in the RI ground improvement design submittal).

One set of cylinders shall be taken randomly each day for compression strength testing. Slump shall be measured at the time of cylinder casting.

Protect grout from physical damage and reduced strength which could be caused by frost, freezing actions or low temperatures or from damage during high temperatures in accordance with ACI 305/306.

RI grout shall be tested in accordance with ASTM C1064 / C1064 M-12.

3. CONSTRUCTION AND QUALITY CONTROL (QC) REQUIREMENTS:

3.1 General: Following the award of the contract and prior to the start of construction, the Specialty Contractor will submit to the County, all required details, specifications, drawings, construction sequence, design calculations, quality control plan, monitoring plan, and any other required information for the RI system. Allow 10 working days for the review of the initial submission and 10 working days for any resubmittal. Submit the following items to the County at least 15 working days prior to beginning work.

3.1.1 Proposed RI construction sequence and schedule.

3.1.2 Working drawings and design documents signed and sealed by a Specialty Engineer. These documents must include the design calculations, as well as the embankment details (material types, elevations, geosynthetic reinforcement, etc.), RI column type, RI column layout, RI column size, spacing of RI columns, RI column top elevations, and the depth of RI columns as designed to ensure compliance with the settlement and performance criteria as outlined in this Technical Special Provisions and Contract Plans.

3.1.3 Provide all lines and grades for RI columns, including locations of all utilities and survey markers.

3.1.4 Provide a list with descriptions of materials to be used. These will be in sufficient detail to indicate their compliance with the specifications.

3.1.5 Submit a certificate stating that the geosynthetic reinforcement meets the design requirements for ultimate strength, creep, durability, installation damage, and coefficient interaction for sliding in accordance with the design.

3.1.6 Submit a detailed written procedure and plan to protect adjacent facilities and existing utilities from damage.

3.1.7 Approval of the proposed design and construction methodologies will not relieve the Specialty Contractor of the responsibility for the safety of the method or equipment used or the responsibility of carrying out the work in full accordance with the requirements of the Contract Documents.

3.1.8 Submit as-built drawings as required during and after completion as deemed necessary.

3.2 Calibrate RI Pump: Following mobilization, and prior to commencement of work the Specialty Contractor shall calibrate the RI pump to determine the volume of grout delivered per stroke. The Specialty Contractor shall calibrate the flow of RI grout material from the RI tool to determine the maximum allowable withdrawal rate to ensure that necking or discontinuity of RI does not occur.

3.3 Layout of RI Columns: Each RI column location shall be laid out using a GPS system. The coordinates shall be taken from the AutoCAD drawing and matched with known coordinates that are field verified.

3.4 Diameter of RI Columns: The nominal diameter of the RI column shall be not less than the value indicated in the design.

3.5 Installation Tolerances: RI column location and installation tolerances are as follows:

3.5.1 RI column head location +/- 4 inches in any direction from plan design location.
3.5.2 RI column head elevation shall be within -12 inches from top of RI.
3.5.3 RI column inclination within +/- 3 degrees from vertical

3.6 Production RI columns: Install RI columns on a grid pattern per Plans, utilizing displacement methods and specialized tooling. Protect the RI columns from damage due to subsequent construction activities. Installation of production RI columns shall meet or exceed the installation parameters established after reviewing the logs from the first day of production (penetration rate, crowd pressure, and grout factor). RI's that do not meet the minimum parameters shall be reviewed by the Specialty Contractor Engineer of Record to determine acceptability. The depths of the constructed columns are to be documented in the as-built drawings.

3.7 Penetration

3.7.1 Penetration Near Recently Constructed Columns: RI Columns shall not be advanced so close (less than 3 column diameters center to center) to other columns which have recently been cast (within 24 hours) or which contain workable or unset grout that could flow and thus induce damage to any of the recently placed columns.

3.7.2 Removal of Tooling from the Ground: Tooling shall not be extracted from the ground during the penetration or construction of a column in such a way that an open unsupported void or inflow of water into the column section would result. This is avoided by filling RI tool with grout prior to removal.

3.7.3 Depth of RI Columns: RI columns shall be installed to the depth 5 feet into the bearing strata as required by the RI ground improvement design or practical refusal of the RI tool. Practical refusal of the RI tool is defined as

maintained or increased penetration pressure accompanied by a reduction in the penetration rate at or below 2 feet per minute for a minimum of 30 seconds during installation, adjustments to this criterion may be made by the Specialty Engineer. Achieving the 5 feet embedment into the bearing strata will be defined in the field based on penetration rate and crowd pressure as directed by the Specialty Engineer.

3.7.4 Limits of Treatment: As shown in the design submittal.

3.8 Placing of Grout

3.8.1 Mix Design and Workability: Where not otherwise stated in this Section, the grout shall comply with Section 2 of this Technical Special Provision. The design and workability of grout to be used in the formation of a column shall produce a mix which is suitable for pumping. The mix shall be designed so that segregation does not occur during the placing process, and bleeding of the mix shall be minimized.

3.8.2 Equipment for Supply of Grout to Columns: Grout shall be supplied to the column through suitable tubing and the RI tool.

3.8.3 Commencement of Grout Supply to Each Column: The RI tool shall be filled with at least one half of the theoretical grout volume for the RI column prior to initiating withdrawal. Care shall be taken to ensure that the tool is lifted in a controlled manner.

3.8.4 Rate of Supply of Grout: The grout shall be supplied to the column at a sufficient rate during tool withdrawal to ensure that a continuous monolithic shaft of the full specified cross-section is formed, free from debris or any segregated grout. The depth of the tool and volume of grout shall be measured and recorded for each column.

3.8.5 Completion of Columns: If the grout placement in any column cannot be completed in accordance with the above, then the column shall be re-penetrated before grout has hardened and shall be completely replaced.

3.8.6 Column Heads: Grout shall be cast to the working surface level unless otherwise specified. If necessary to protect RI columns from damage due to subsequent construction activities, columns shall be dipped out prior to initial set and backfilled with gravel or granular fill.

3.9 Bridging Layer: A load transfer platform (bridging layer) shall be constructed over the RI column heads to provide uniform load distribution to the RI columns. The bridging layer shall be reinforced with a minimum of 1 biaxial (Type R-2 in accordance with FDOT Specification 985) geogrid layer. Details shall be submitted as part of the RI ground improvement design submittal. Construction of the bridging layer shall not commence until the compressive strength of the RI columns has reached at least 50% of the 28-day design strength. Bridging layer material lift thickness and compaction shall conform to the Contract Documents. Materials shall

conform to those specified in the design documents and in accordance with FDOT Standard Plans Index 120-001 and 120-002.

3.10 Grout Testing:

3.10.1 Sampling: Grout for the columns shall be sampled in accordance with ASTM C172.

3.10.2 Cylinder Tests: The grout mix shall be tested for unconfined compressive strength by making a minimum of eight 4-inch x 8-inch cylinders for each day during which RI columns are placed. A set of eight cylinders shall consist of two cylinders to be tested at seven days, two cylinders to be tested at 14 days, three cylinders to be tested at 28 days, and one cylinder held in reserve. Sampling and testing shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction (SSRBC) Section 346-9, Acceptance Sampling and Testing.

3.10.3 Record of Tests: Keep a detailed record of the results of all tests on grout and grout materials.

3.11 RI Installation Logs:

Installation logs prepared by the Specialty Contractor's shall include RI number, start, and finish time of treatment, depth of treatment (or tip elevation), actual volume of grout placed (Va), theoretical volume required (Vt), and Grout Number (Va/Vt).

3.12 Geosynthetic Reinforcement Placement:

The reinforcement shall be placed at the locations and elevations shown on the Contractor's working drawings and shall be included in the Department's Approved Product List. No changes to the geosynthetic reinforcement layout, including, but not limited to length, reinforcement type (i.e., strength), direction of reinforcement, or elevation shall be made without the explicit written approval of the Department.

Construction equipment shall not be operated directly on geosynthetic reinforcement.

A minimum fill thickness of 6 in. is required for operation of vehicles over the reinforcement. Turning of vehicles should be kept to a minimum to prevent tracks or tires from displacing fill and/or geosynthetic reinforcement.

Geosynthetic placement shall conform to Section 145 Geosynthetic Reinforcement of the FDOT Specifications.

Minimum overlap of adjacent rolls of reinforcement shall be per the construction plans and in accordance with the manufacturer's installation instructions (minimum of 3 feet is typically required).

Each roll of geosynthetic reinforcement should be inspected by the Specialty Contractor to ensure that it is undamaged prior to covering with fill material.

Geosynthetic materials shall be protected from UV light while being stored on site.

Any roll or portion of a roll of geosynthetic damaged before, during, and/or after installation shall be replaced by the Specialty Contractor.

Remove slack and wrinkles from the geosynthetic prior to placing fill.

Submit the lot numbers and roll numbers along with their locations within the load transfer platform for all geosynthetic reinforcement.

3.13 Settlement Monitoring:

Identify, permanently mark, and record elevations at individual survey makers located on the pavements. Settlement measurements shall be taken to check settlement at the end of construction and again at six months later. The survey markers shall be identified using permanent marking paint, concrete nails, concrete embedded brass caps or other accepted survey practice within 48 hours following the completion of the paving, concrete, and underground utility construction activities.

The Specialty Contractor must survey and document the elevations of individual survey markers on the as-built record drawings. Elevations shall be recorded to the nearest 0.01 ft. At a minimum, the Specialty Contractor shall provide a survey marker approximately every 30 linear feet along the improvement area.

For quality control and performance measurement, and as recommended by the Specialty Engineer, the Specialty Contractor may elect to install piezometers in the soft soil, load cells or strain gauges on columns, settlement plates and / or earth pressure cells within the embankment fill, and / or strain gauges on the geosynthetic.

3.14 Adjacent Facilities and Utilities:

The RI system and construction process shall not cause any additional loading, detrimental settlement, or damage to adjacent facilities or utilities. Monitoring of adjacent facilities and/or utilities shall be completed as necessary. Protection of existing structures shall be in accordance with Section 108 of FDOT Specifications. Contractor will be responsible for identifying and locating existing utilities which may interfere with RI construction within and adjacent to the improvement area. The Contractor shall be responsible for maintaining the utility markings on the project site.

3.15 Acceptance Criteria:

RI System is considered acceptable when the embankment construction and QC/QA requirements are completed in accordance with the requirements of this Technical Special Provision and no damage to adjacent facilities is found. Repairs required to meet the requirements will be at no additional cost to the County. The Specialty Contractor shall submit a letter signed and sealed by a Professional Engineer licensed in the State of Florida, certifying that the work was performed in accordance with their Specialty Engineer's design and include as-built record drawings as proof of compliance with the settlement criteria presented in this Technical Special Provision and construction documents.

3.15.1 Resolution Procedure: The Specialty Engineer shall review any RI columns that do not achieve the acceptance criteria above and direct remedial action as necessary.

3.16 Acceptance Criteria:

The Contractor will warranty the required settlement performance for a period of 12 months following the County's Final Acceptance.

4. QUALITY ASSURANCE

4.1 Verification Testing: The County shall perform verification testing at its discretion.

5. CERTIFICATION PACKAGE

The Specialty Engineer shall submit a certification package certifying that the specialty geotechnical works meets the requirements stated in Section 3.15 of this TSP and shall include the following; as-built drawings, RI installation logs, Data Acquisition Logs, RI Installation Guidelines sheets, UCS test reports, density, Specialty Engineer inspections of LTP construction, settlement monitoring data and a certification letter signed by the Specialty Engineer. Partial submittals of the above listed data shall be allowed based on project sequence and construction schedule.

6. PAYMENT

The work specified in this Technical Special Provision will be included in the contract unit price as per square foot (SF) for the Rigid Inclusion (RI) based on the RI area delineated on the plans. Payment shall be made based on the contract unit rate (as mentioned above) and the RI area delineated on the plans, unless otherwise approved by the County.

PALM BEACH COUNTY, FLORIDA

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated FY 2024-25 shall be used as the basis for the Work.

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2024-25/ebook/fy2024-25ebookfinalcomp-revised3-4-24.pdf?sfvrsn=16ab03d_1

The Contractor agrees that the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2024-25 Edition, amended as follows by the General Provisions, but not otherwise changed, shall govern.

GENERAL PROVISIONS

PALM BEACH COUNTY, FLORIDA
GENERAL PROVISIONS

DIVISION I
GENERAL REQUIREMENTS AND COVENANTS

SECTION 1
DEFINITIONS AND TERMS

1-3 Definitions

The following terms, when used in the Contract Documents, have the meaning described as follows:

Department THE FOLLOWING IS SUBSTITUTED:

The Palm Beach County Engineering and Public Works Department, Palm Beach County, by and through its Board of County Commissioners, or The State of Florida Department of Transportation, as appropriate. Department is intended to be that term which would provide proper terminology, making such Standard Specifications and General Provisions as though they were those Standard Specifications and General Provisions of Palm Beach County in conjunction with Palm Beach County's retained engineer(s).

Engineer THE FOLLOWING IS SUBSTITUTED:

Palm Beach County Engineering, acting directly or through duly authorized representatives, which are acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer", "to the Engineer", or "of the Engineer".

ADD THE FOLLOWING DEFINITION:
Approved Products List - Refers to FDOT's Approved Products List

ADD THE FOLLOWING DEFINITION:
Financial Project Identification Number – Project Number

ADD THE FOLLOWING DEFINITION:
Lot - The definition varies throughout the specification. The Engineer reserves the right to define the testing limits.

ADD THE FOLLOWING DEFINITION:

Substantial Completion - The point at which the project is complete such that it can be safely and effectively used by the public without further delays, disruption, or other impediments. For conventional bridge and highway work, the point at which bridge deck, parapet, pavement structure, shoulder, drainage, sidewalk, major demolition, roadway obliteration, permanent signing and markings, traffic barrier, safety appurtenance, utility, and lighting work is complete.

END OF SECTION

SECTION 2
PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders DELETE AND INSERT THE FOLLOWING:

2-1.1 Palm Beach County Engineering and Public Works Department (Department) does not certify contractors. Although FDOT certification is not a requirement, the Department reserves the right to utilize FDOT's listing of pre-qualified contractors in determining a Bidder's eligibility to perform the Work required for this project.

Refer to URL http://www.fdot.gov/contracts/prequal_info/prequalified.shtm for access to pre-qualified FDOT contractors for construction contracts.

2-1.2 The Bidder shall be FDOT certified in the category of Flexible Pavement

OR

the Bidder shall provide with the Bid or within three (3) Business Days of the Department's request a Qualifications and Experience Package, as set forth in 2-1.7, and which shall contain a completed Qualifications and Experience Form with applicable attachments.

2-1.3 Additional information that may be requested by the Department may include but not be limited to the following (collectively, Additional Information):

- Similar Projects or Additional Similar Projects completed by the Bidder and/or the Project Manager or Superintendent for this Contract (Key Staff) of Bidder within the past 5 years
- FDOT Certification of Current Capacity and Status of Contracts on Hand (FDOT Form 525-010-46)
- Detailed information of financial resources of the Bidder
- Listing of equipment owned by the Bidder
- Key Staff resumes with a statement of their work category experience

- A list stating the types of work in which the Bidder can provide backup to show experience, expertise, and competence.
- The aggregate amount of work the Bidder currently has under contract
- Licensure information of the Bidder and personnel
- Letters of certification of final acceptance
- Letters of recommendation
- Any other pertinent information to assist in this qualification review

2-1.4 The Department will review the Qualifications and Experience Package and, if requested, the Additional Information to determine if the Bidder has sufficient qualifications and experience to perform the Work. Failure to provide the Qualifications and Experience Package, and, where requested, the Additional Information, may cause the Bid to be rejected as non-responsive.

2-1.5 The Department reserves the right to request and require Additional Information, as set forth in 2-1.7, to verify a Bidder's experience and qualifications for the Work, all of which shall be submitted within three (3) Business Days of the Department's request.

2-1.6 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may **not** submit the following:

(a) A bid on a contract to provide any goods or services to a public entity.

(b) A bid on a contract with a public entity for the construction or repair of a public building or public Work.

(c) Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

2-1.7 - Qualifications and Experience Package Form

If Bidder is not FDOT certified in the category listed in 2-1.2, then Bidder shall provide the following within the deadlines set forth in 2-1.2.

Items # 1 - 4 are **Mandatory**:

1. **Qualifications and Experience Form** – Bidder shall use the included Form to provide information of similar projects completed by the Bidder or by a Key Staff member of the Bidder's firm who will have an active role in the Work in the last 5 years. At least one of the two projects must have been completed under the Bidder's firm name. Only one of the two projects may be experience from a previous employer. Bidder may have been either the prime contractor or a subcontractor for the projects listed, however, only the portion of the project completed by the Bidder should be included in the description on this form.

2. **Resumes of Key Staff** – attach resumes of Key Staff who will work on this Contract (superintendent or above) showing their construction experience.

3. **Equipment** – attach a schedule of (owned) equipment and/or letters from equipment rental company with a line item list of equipment rented to Bidder showing the availability of equipment that will be needed to complete the Work.

4. **Qualifications and Experience Certification Statement** – Signed certification at the end of this form.

If requested by the Department per General Provision 2-1.5, the Bidder shall provide items # 5 – 12 within the deadline set forth in 2-1.5.

5. FDOT Certification of Current Capacity and Status of Contracts on Hand (FDOT Form 525-010-46)

6. Detailed information of financial resources of the Bidder

7. A list stating the types of work in which the Bidder can provide backup to show experience, expertise, and competence.

8. The aggregate amount of work the Bidder currently has under contract

9. Licensure information of the Bidder and personnel

10. Letters of certification of final acceptance

11. Letters of recommendation

12. Any other pertinent information to assist in this qualification review

Similar Project Experience - Project #1

Name of Project: _____

Location of Project: _____

Total Construction Cost: $_____

Owner of Project

Firm/Entity: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Contract Information

Contract Parties: Contract was between _____ and _____
(use official firm/entity names as shown on the Contract)

Contract # and/or Project #: _____

Contract Start Date: _____ Contract Completion Date: _____

Bidder Status on Project: Prime Contractor / Subcontractor / Key Staff experience from previous employer
(circle one)

Name of Client: (either Prime or Project Owner) _____

Client Contact Person: _____

Client Phone Number: _____

Client Email Address: _____

Contract Amount Paid to Bidder's Firm: $_____
(will not be full contract amount unless Bidder performed 100% of the work with its own forces)

Description of work completed by Bidder (or Key Staff member): _____

_____

_____

_____

_____

_____

_____

Similar Project Experience - Project #2

Name of Project: _____

Location of Project: _____

Total Construction Cost of Project: $_____

Owner of Project

Firm/Entity: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Contract Information

Contract Parties: Contract was between _____ and _____
(use official firm/entity names as shown on the Contract)

Contract # and/or Project #: _____

Contract Start Date: _____ Contract Completion Date: _____

Bidder Status on Project: Prime Contractor / Subcontractor / Key Staff experience from previous employer
(circle one)

Name of Client: (either Prime or Project Owner) _____

Client Contact Person: _____

Client Phone Number: _____

Client Email Address: _____

Contract Amount Paid to Bidder's Firm: $_____
(will not be full contract amount unless Bidder performed 100% of the work with its own forces)

Description of work completed by Bidder (or Key Staff member): _____

_____

_____

_____

_____

_____

_____

Qualifications and Experience Certification Statement

The undersigned hereby certifies that all information on and attached to this Qualifications and Experience Form is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Bidder herein may result in the Bidder being disqualified.

Company Name: _____ Authorized Officer: _____

(Print)

_____

Address: _____ Signature: _____

_____

(End of Qualifications and Experience Package Form)

2-2 Proposals

2-2.1 Obtaining Proposal Forms DELETE AND INSERT THE FOLLOWING:

Obtain a Proposal under the conditions stipulated in the Advertisement for Bid. The Advertisement states the location and description of the Work to be performed; the estimate of the various quantities (if applicable); the items of work to be performed (if applicable); the Contract Time; the amount of Proposal Guaranty; and the date, time, and place of the opening of Proposals. The Proposal Form will also include any Special Provisions or other requirements which vary from or are not contained in the Standard Specifications.

The Plans, Specifications and other documents designated in the Advertisement are part of the Proposal, whether attached or not. Do not detach any papers bound with or attached to the Proposal.

ADD THE FOLLOWING SUB-ARTICLE:

2-2.1.1 Filling out Proposal Form (Pay Item Forms)

In filling out Proposal Forms, Bidders shall be governed by the following provisions:

(a) Proposals can be made on the blank Proposal Form provided (Excel file). The blank spaces in the Proposal Form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items listed in the Proposal Form. It is the Bidder's responsibility to check and verify the accuracy of excel file formulas/extensions. Bidders are reminded that this is a unit price contract, and bid totals will be based on actual unit prices provided (see Section "e" below) regardless of extensions and totals shown.

(b) Each Proposal Form shall specify a unit price, for each of the separate items, as called for.

(c) Any Proposal which does not contain prices set opposite each of the items for which there is a blank space, or any Proposal which shall in any manner fail to conform to the conditions of the published notice will be cause for rejection.

(d) Proposals must be signed in ink by an authorized officer of the firm with the signature in full, and name and title of the officer. Example:

John Doe Contracting Company
By: John Doe, President

(e) In the event of mathematical errors in the extension of units and unit prices, the unit price shall prevail. The "Total Bid" as indicated on the Proposal Forms shall be the summation of the extension of units and unit prices only. Should the Proposal include "Alternate(s)", the total amount that will be considered for the "Alternate(s)" shall also be the summation of the extension of units and unit prices only, with the unit price prevailing.

When "Alternate(s)" are included, the Department reserves the right to award the Contract based on the "Total Bid" with or without the "Alternate(s)", with no recourse to the Contractor.

(f) When a corporation is a Bidder, the person signing shall state under the law of what state the corporation was chartered, and the name and title of the officer having authority under the by-laws to sign Contracts.

(g) Anyone signing the Proposal as agent must submit the Proposal with legal evidence of its agent's authority to do so. Post office address, county and state, must be given after the signature.

(h) Proposals that contain any omission, erasure, alteration, addition or item not called for in the Engineer's estimate, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of the Bid.

2-2.2 Department Modifications to Contract Documents DELETE AND INSERT THE FOLLOWING:

Modifications to any Contract Documents will be posted at the following URL address:

https://pbcvssp.pbc.gov/vssprd/Advantage4

The Bidder shall take responsibility for checking and downloading the revised data from the Department's website. If the Department's website cannot be accessed, contact the Palm Beach County Purchasing Department at (561) 616-6800 or email PBCVendor@pbc.gov.

2-2.3 Internet Bid Submittals DELETE IN ITS ENTIRETY

2-2.4 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

Unless otherwise indicated in the Advertisement for Bid, the Contractor shall prepare and submit the Bid as a hard copy submittal to the Department in accordance with the Contract Documents.

Print and submit Bid documents generated from the web site on letter size paper. Ensure that all computer generated sheets are legible. The Department prefers 12 point font size and recommends a minimum of 20 pound paper.

The Department will not be held responsible if the Bidder submits a Bid that is incomplete. Failure to follow proper procedures may cause the Bid to be declared non-responsive, or irregular.

2-5 Preparation of Proposals DELETE AND INSERT THE FOLLOWING:

2-5.1 General DELETE AND INSERT THE FOLLOWING:

Submit Proposals on the form described in 2-2. Any pay item that will be provided free or at no cost to the Department shall be indicated as "free" or "$00.00". If the pay item is left blank or N/A is used, the Bid may be declared irregular. Show the total of the Bid where called for on the Proposal Forms.

2-5.2 Internet Bid Submittals DELETE IN ITS ENTIRETY

2-5.3 Hard Copy Bid Submittal DELETE AND INSERT THE FOLLOWING:

If the Proposal is made by an individual, either in the Bidder's own proper person or under a trade or firm name, the Bidder shall execute the Proposal under the Bidder's signature and enter the firm's office street address.

If made by a partnership, execute the Proposal by setting out in full the names of the partners, the firm name of the partnership, if any, have two or more of the general partners sign the Proposal and enter the Bidding firm's office street address.

If made by a corporation, execute the Proposal by setting out in full the corporate name and have the president or other legally authorized corporate officer or agent sign the Proposal, affix the corporate seal and enter the bidding corporation's office street address. If made by a limited liability company, execute the Proposal by setting out the company name, have the manager or authorized member sign the Proposal and enter the bidding company's office address.

If made by a joint venture, execute the Proposal by setting out the joint venture name, have the authorized parties sign the Proposal and enter the bidding office's street address.

2-6 Rejection of Irregular Proposals DELETE AND INSERT THE FOLLOWING:

A Proposal is irregular and the Department may reject it if it shows omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced, or if the cost is in excess of or below the reasonable cost analysis values.

ADD THE FOLLOWING SUB ARTICLE AFTER 2-6

2-6.1 Unbalanced Bid Items

Bid items in which the unit prices are not in line with the industry standards or averages for the items, may be considered to be unbalanced and rejected.

For a Bid to be balanced, each item must carry its proportionate share of direct cost, overhead and profit. Unbalanced items which are installed and billed at the beginning of a project may lead the Bid to be irregular due to front-end loading the Bid.

Bids which are determined by the Department to be front end loaded, unbalanced or which contain unbalanced line item pricing when compared to competitor's bids for the same item and standard industry prices, and which significantly deviate from the Department's determination of acceptable line item pricing, may be rejected by the Department.

2-7 Guaranty to Accompany Proposals (Bid Bond) DELETE AND INSERT THE FOLLOWING:

The Department will not consider any Proposal unless accompanied by a Proposal Guaranty of the character and amount indicated herein, and unless made payable to the Board of County Commissioners, Palm Beach County, Florida. Submit the Proposal with the understanding that the successful Bidder shall furnish a Contract Bond pursuant to the requirements of 3-5.

The Bidder's Proposal Guaranty is binding for all projects included in the Contract awarded to the Contractor pursuant to the provisions of this Subarticle.

The Proposal Guaranty may be a Certified Check or a Cashier's Check and shall be made payable to the Board of County Commissioners, Palm Beach County, Florida, in the amount of 5% (Five Percent) of the total gross amount of the Bid as a guarantee that the Bidder, if given a letter of intent to award, will within fourteen (14) consecutive Working Days of the date of the letter, enter into a written Contract with the Board of County Commissioners in accordance with the accepted Bid. Certified checks shall be signed by the party whose Bid it accompanies.

2-8 Delivery of Proposals

2-8.1 Internet Bid Submittals DELETE IN ITS ENTIRETY

2-8.2 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

Submit the Proposal in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, date of opening, and in large letters, the words:

CONSTRUCTION OF: * CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement.

for which the Bidder submitted the Bid**.**

For Proposals that are submitted by mail, enclose the Proposal in a sealed envelope, marked as directed above. Enclose the sealed envelope in a second outer envelope addressed to the Department, at the place designated in the Advertisement. For a Proposal that is not submitted by mail, deliver it to the Department, or to the place as designated in the Advertisement. The Department will return Proposals received after the time set for opening Bids to the Bidder unopened.

A Bidder may withdraw a Proposal at any time prior to that fixed for opening Bids without prejudice to him/herself.

2-9 Withdrawal or Revision of Proposals

2-9.1 Internet Bid Submittals DELETE IN ITS ENTIRETY

2-9.2 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

A Bidder may withdraw or revise a Proposal after submitting it, provided the Department receives a written request to withdraw or revise the Proposal prior to the time set for opening of Bids. The resubmission of any Proposal withdrawn under this provision is subject to the provisions of 2-8.

END OF SECTION

SECTION 3
AWARD AND EXECUTION OF CONTRACT

3-2 Award of Contract

3-2.1 General DELETE AND INSERT THE FOLLOWING:

If the Department decides to award the Contract, the Department will award the Contract to the lowest responsible, responsive Bidder whose Proposal complies with all the Contract Document requirements. If awarded, the Department will award the Contract within one hundred eighty (180) days after the opening of the Proposals, unless the Special Provisions change this time limit or the Bidder and the Department extend the time period by mutual consent.

For the purpose of award, the low Bid shall be the lowest amount bid for the “Total Bid”, and if any alternates are considered, it shall be the “Total Bid” plus the addition for the alternate or alternates which the Department may select. In no case will any award be made until all necessary investigations are made into the responsibility of the lowest Bidder.

Prior to award of the Contract by the Department, the Bidder must provide proof of authorization to do business in the State of Florida.

3-5 Contract Bond Required

3-5.1 General Requirements of the Contract Bond DELETE AND INSERT THE FOLLOWING:

Under no circumstances shall the Contractor begin Work until it has supplied the Department with a Contract Bond. Upon award, furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond in a sum at least equal to the amount of the Contract including any change in the amount of the Contract. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of the Department, and having the Department's approval. The Penal Sum of the Contract Bond shall automatically increase as the Contract Amount increases; provided, however, that any increase of more than 20% from the initial Penal Sum, requires the Surety's written consent. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number is clearly stated on the Contract Bond form.

To insure the faithful performance of each and every condition, any stipulation and requirement of the Contract Documents and to indemnify and save harmless the Department from any and all damages, either directly or indirectly, arising out of any failure to perform same, the Contractor shall furnish to the Department, the Contract Bond on forms attached hereto.

3-6 Execution of Contract and Contract Bond DELETE AND INSERT THE FOLLOWING:

The Contractor shall execute the Contract and provide satisfactory Contract Bond and documentation evidencing all insurance required per Section 7-13 (Insurance) to the Department within fourteen (14) Working Days of the date of the Letter of Intent to Award.

Per Section 8-1, Contractor shall perform not less than 40% of the total Contract with its own organization. Therefore, Contractor shall submit with the Contract Documents a detailed breakdown (in dollars and percentage) of how the total Contract amount is proposed to be distributed. The breakdown shall show all relevant information for the Contractor and all sub-contractors.

ADD THE FOLLOWING SUB-ARTICLE:
3-6.1 Recording of Contract Bond

Before commencing the Work, Contractor shall provide to the Department a certified copy of the recorded Contract Bond(s). Department may not make any payment to Contractor until Contractor has complied with this requirement.

3-7 Failure by Contractor to Execute Contract and Furnish Bond DELETE AND INSERT THE FOLLOWING:

In the event that the Contractor fails to execute the Contract and to furnish an acceptable Contract Bond, as prescribed in 3-5 and 3-6, within fourteen (14) Working Days of Intent to Award, the Department may cause the Contractor to forfeit the Proposal Guaranty to the Department not as a penalty but as liquidation of damages sustained. The Department may then award the Contract to

the next lowest responsive, responsible Bidder, re-advertise, or accomplish the Work using alternate resources.

3-8 Audit of Contractor's Records DELETE AND INSERT THE FOLLOWING:

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to the project. The Department or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-13. The Department may also require submittal of the records from either the Contractor or any subcontractor or material supplier. As the Department deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work. Retain all records pertaining to the Contract for a period of not less than five years from the date of the Engineer's final acceptance of the project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the Department or its representative(s). For the purpose of this Article, records include but are not limited to all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the provisions of the Contract Documents. If the Contractor fails to comply with these requirements, the Department may disqualify or suspend the Contractor from bidding on or working as a subcontractor on future Contracts. Ensure that the subcontractors provide access to their records pertaining to the project upon request by the Department. Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

END OF SECTION
SECTION 4
SCOPE OF THE WORK

4-1 Intent of Contract DELETE AND INSERT THE FOLLOWING:

The intent of the Contract is to provide for the construction and completion in every detail of the Work described in the Contract. Furnish all labor, Materials, Equipment, tools, transportation and supplies required to complete the Work in accordance with the Contract Documents.

All of the Work involved in this project shall conform to the construction Plans and Specifications and shall be completed in a workmanlike manner. All debris is to be removed within the time specified in the Contract.

4-3 Alteration of Plans or of Character of Work

4-3.1 General DELETE AND INSERT THE FOLLOWING:

The Engineer reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any

liability arising out of this Contract or the Contract Bond. The Contractor agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

4-3.9 Cost Savings Initiative Proposal DELETE IN ITS ENTIRETY

4-4 Unforeseeable Work DELETE AND INSERT THE FOLLOWING:

When the Department requires Work that is not covered by a price in the Contract, and the Department finds that such Work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

END OF SECTION

SECTION 5
CONTROL OF THE WORK

5-1 Plans and Working Drawings

5-1.1 Contract Documents DELETE AND INSERT THE FOLLOWING:

The Contractor will be furnished five (5) copies of the Plans and Specifications at the Pre-Construction Meeting. Additional copies may be purchased from the Department, at a total cost of **$50*** per set of Plans and Contract Documents.

The Contractor shall have Contract Documents available on the job site at all times.

5-2 Coordination of Contract Documents DELETE AND INSERT THE FOLLOWING:

These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete Work.

When not stipulated as being covered under other pay items, pay items will include:

- the Work and Materials specified in the Specifications
- additional, incidental Work, not specifically mentioned,
    - when so shown in the Plans
    - if indicated, or obvious and apparent, as being necessary for the proper completion of the Work

In cases of discrepancy, the governing order of the documents is as follows:

1. Proposal (i.e. pay items, bid items)
2. Special Provisions
3. Technical Special Provisions
4. Plans

5. Standard Plans
6. Design Standards
7. Supplemental Specifications
8. General Provisions
9. Standard Specifications

Computed dimensions govern over scaled dimensions.

5-7 Engineering and Layout

5-7.1 Control Points Furnished by the Department ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

Should reference points or benchmarks fall within construction limits, the Contractor shall notify the Engineer for survey coordination, and establish new reference points or benchmarks in locations that will not be affected by the construction and preserved upon completion of construction.

The Contractor shall have a licensed surveyor verify the accuracy of the survey data prior to proceeding with Work.

5-7.3 Layout of Work DELETE AND INSERT THE FOLLOWING:

Utilizing the control points furnished by the Department in accordance with 5-7.1, the Contractor shall have a licensed surveyor verify the accuracy of the survey data prior to proceeding with Work, and establish all horizontal and vertical controls necessary to construct the Work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all Roadway, Bridge, and miscellaneous items.

When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such Work.

5-10 Inspections

5-10.2 Inspection for Acceptance DELETE AND INSERT THE FOLLOWING:

Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, the Engineer will make an inspection for acceptance. The inspection will be made within seven days of the notification. If the Engineer finds that all Work has been satisfactorily completed, the Department will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, but Substantial Completion is achieved, within the time allowed by F.S. 218.70(7), the Department will prepare a Punch List that includes an estimate of the cost to complete each item on the Punch List, as required by the Local Government Prompt Payment Act. Punch List shall be considered the list of

comments and/or action items required to render the Work complete, satisfactory, and acceptable resulting from an inspection by the Department.

The Contract Time shall be suspended to allow the Contractor time to complete the Punch List in accordance with the following schedule; with the suspension commencing upon the date of the written notification by the Department:

Contract Amount	Contract Time Suspension
≤$5,000,000	30 Days
>$5,000,000≤$10,000,000	45 Days
>$10,000,000	60 Days

If all Work is not completed by the Contractor and accepted by the Engineer during the Contract Time Suspension, the Contract Time shall resume and, after any remaining Contract Time is expended, Liquidated Damages shall be assessed until all Work is accepted by the Engineer.

Upon satisfactory completion of the Work, the Department will provide written notice of acceptance, either partial or final, to the Contractor.

Until final acceptance in accordance with 5-11, replace or repair any damage to the accepted Work at no additional cost to the Department and as provided in 7-14.

5-12 Claims by Contractor

5-12.2 Notice of Claim

5-12.2.1 Claims for Extra Work DELETE IN ITS ENTIRETY

5-12.3 Content of Written Claim DELETE ITEM (5) IN ITS ENTIRETY

5-12.5 Pre-Settlement and Pre-Judgment Interest DELETE IN ITS ENTIRETY

5-12.6 Compensation for Extra Work or Delay DELETE IN ITS ENTIRETY

END OF SECTION

SECTION 6
CONTROL OF MATERIALS

6-1 Acceptance Criteria

ADD THE FOLLOWING SUB ARTICLE:
6-1.2.5

All Materials that are subjected to tests by samples or otherwise, shall be compensated for as follows:

(a) All tests made that indicate failures to meet the design criteria shall be paid for by the Contractor.

(b) All tests made that indicate passing of the design criteria and approved as such by the Engineer, shall be paid for by the owner or the Department.

6-5.2 Source of Supply-Steel REPLACE TITLE OF ARTICLE WITH THE FOLLOWING:

Source of Supply-Steel (For Federal Aid Contracts only)

ADD THE FOLLOWING SUB-ARTICLE:
6-6 Guarantee

The Contractor guarantees to the Department and Engineer that all Materials and Equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with Contract Documents. All Work not so conforming to these requirements may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of Materials, Work, and Equipment. All Work shall be warranted and guaranteed unconditionally for a period of one (1) year after the letter of final acceptance. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee. The Contractor shall furnish to the Department, the Form of Guarantee on forms attached hereto.

END OF SECTION

SECTION 7
LEGAL REQUIREMENTS
AND RESPONSIBILITY TO THE PUBLIC

7-1.9 Florida Minority Business Loan Mobilization Program DELETE IN ITS ENTIRETY

7-2 Permits and Licenses

7-2.1 General DELETE AND INSERT THE FOLLOWING:

Except for permits procured by the Department, if any, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

It shall be the Contractor's responsibility to become familiar with all local governmental codes, ordinances, and laws governing, associated with, or pertaining to the prosecution and completion

of the Work. Any costs involved in procuring permits and licenses, complying with local codes, ordinances or laws, or giving notices shall be incidental to the project and paid by the Contractor.

The Department will also acquire any modifications or revisions to an original permit when the Contractor requires such modifications or revisions to complete the construction operations specified in the Plans or Special Provisions and within the Right-of-Way limits.

Acquire all permits for Work performed outside the Right-of-Way or easements for the project. Acquire permits required by municipality or public agency, including but not limited to tree removal and dewatering permits. The permitting time shall be included in the Proposal and Work progress schedule. The Contractor shall also be responsible for completing appropriate certifications by a Professional Engineer, certified in the State of Florida, as outlined on PER-1.

In carrying out the Work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to the Contractor. Post all permit placards in a protected location at the worksite.

In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

7-11.3 Contractor's Use of Streets and Roads

7-11.3.2 On the State Highway System DELETE AND INSERT THE FOLLOWING:

When hauling Materials or Equipment to the project over roads and bridges on the State Highway System and such use causes damage, immediately, at no expense to the Department, repair such Road or Bridge to as good a condition as before the hauling began.

7-11.5 Utilities

7-11.5.1 Arrangements for Protection or Adjustment DELETE AND INSERT THE FOLLOWING:

Unless otherwise specified, all references to utility Work, conflicts, relocation, coordination, adjustments, permits, utility pay items, and similar references shall be considered separate and distinct from Roadway and Bridge items and shall pertain to all utilities including Palm Beach County Water Utilities Department (PBCWUD) and Palm Beach County Traffic Division. The Contractor shall be responsible to be familiar with and assure that all utility related Work be performed in accordance with each respective utility department's minimum engineering and construction standards.

Sufficient time has been allotted in the Contract time for the Contractor to coordinate the installation and relocation, if necessary, of all utilities.

The Contractor shall be responsible to ascertain the exact location of all utilities prior to construction regardless of information which may be indicated on the drawings. Utilities shall be located and marked in the field.

The Contractor shall be responsible to verify if "other" utilities (not shown in the Plans) exist within the area of construction. Should there be utility conflicts, the Contractor shall inform the Engineer and notify the respective utility owners to resolve utility conflicts and utility adjustments, as required.

The Contractor shall plan his Work and conduct his construction operations in cooperation with the various utility companies. The Contractor shall use extreme caution where construction is performed in proximity to utilities, and the Engineer and the respective utility owner shall be notified when any Work may conflict with the utilities.

The Contractor shall make all necessary arrangements with the Utility Companies concerned for the maintenance of their lines during the construction period. In the event that complete relocation of utilities has not been accomplished prior to the effective date of the "Notice to Proceed", the Contractor nevertheless shall commence to Work under this Contract and schedule his Work to avoid interference with the utility relocation Work. The Department will not be liable for any damage to any utilities due to any action by the Contractor.

7-12 Responsibility for Damages, Claims, etc.

7-12.1 Contractor to Provide Indemnification DELETE AND INSERT THE FOLLOWING:

The Contractor shall indemnify and hold harmless the Department and all of its officers, agents, and employees from and against all suits, actions, claims, demands, liability, expense, loss, cost or causes of action of any kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of, because of, during, or due to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the "persons employed or utilized by the Contractor" shall be construed to include, but not be limited to, the Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of material or services or anyone acting for, on behalf of, or at the request of the Contractor.

The Contractor shall include the provision in any and all agreements with subcontractors executed in connection with this Contract.

Unless otherwise noted 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, including but not limited to any citizen or employees of the Contractor.

7-13 Insurance DELETE ENTIRE SECTION AND INSERT THE FOLLOWING:

7-13.1 General

Unless otherwise specified in this Contract, or approved by the Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the Contract and the performance of Work, including the warranty period, insurance coverage with limits, including endorsements, not less than those set forth in the Insurance Coverage and Limit Table below and with insurers and under forms of policies acceptable to the Department. Contractor shall furnish to the Department Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) Calendar Days of the date of the letter of Intent to Award, but in any event, prior to execution of the Contract by the Department and prior to commencement of Work. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirements contained herein as to types and limits, as well as the Department's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

7-13.1.1 Commercial General Liability Insurance

Furnish and maintain a standard Insurance Service Office (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, Personal Injury, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U (X = Explosion; C = Collapse; U = Underground) Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.2 Business Automobile Liability Insurance

Furnish and 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. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired and 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.

7-13.1.3 Workers' Compensation and Employer's Liability Insurance

Furnish and maintain Workers' Compensation Insurance and Employer's Liability, including Federal Act endorsement for U.S. Longshore and Harbor Workers' Compensation 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 Workers' Compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement.

If any Work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Contractor's Workers' Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis. Contractor shall defend, indemnify and save the Department harmless from any damages resulting to them for failure of Contractor to take out or maintain such insurance.

7-13.1.4 Additional Required Insurance

Furnish and 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 has been designed specifically to provide coverage for when Work involves.

7-13.1.4.1 Railroad Protective Liability Insurance

With respect to any of the Work involving construction of a railroad grade crossing, overpass or underpass structure, or a railroad crossing signal installation, or any other Work or operations by the Contractor within the limits of the railroad right of way, including any encroachments thereon from Work or operations within the vicinity of the railroad right of way the Contractor shall furnish to the Department for transmittal to the railroad company, an original insurance policy which, with respect to the operations the Contractor or any of its subcontractors perform, will provide for and in behalf of the railroad company, Railroad Protective Liability Coverage. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein and conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Transmittal 350, dated October 1, 1982, and any supplements or revisions. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.2 Watercraft Liability Insurance

With respect to any of the Work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall furnish and maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either by way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.3 Aircraft Liability Insurance

With respect to any of the Work involving including fixed wing or helicopter aircraft, aircraft owned, hired, or borrowed, including the Contractor shall furnish and maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.4 Unmanned Aircraft Systems Insurance

The Contractor shall maintain Unmanned Aircraft Systems (UAS) insurance, if UAS are used in the performance of this Contract, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. Coverage shall include property damage, injury to persons, personal injury (including invasion of privacy), medical expenses, premises liability, and war perils such as damage sustained from a malicious act. This coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

7-13.2 Utility Owners Protective Liability Insurance

When the Work under the Contract involves the installation of attachments to joint-use utility poles, the Contractor shall furnish evidence to the Department that, with respect to the operations the Contractor performs, his Commercial General Liability is endorsed with a Broad Form Contractual Endorsement covering the below indemnification or the Department and Utility Company are to be an Additional Named Insured on the policy.

The Contractor hereby agrees to indemnify, defend, save and hold harmless the Department and any owner of Equipment attached to or supported by a jointly used pole from all claims, liabilities and suits whether or not due to or caused by negligence of the Department or joint pole Equipment owners for bodily injury or death to person(s) or damage to property resulting in connection with the performance of the described Work by Contractor, its subcontractors, agents or employees.

7-13.3 Satisfying Limits Under an Umbrella Policy

If necessary, the Contractor may satisfy the minimum limits required above for either 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 Department and any other applicable entities 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.

7-13.4 Additional Insured

The Contractor agrees to endorse the Department and any other required entity as an Additional Insured on each insurance policy required to be maintained by the Contractor, except for Workers' 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 watercraft, aircraft, and utility owners protective, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor

shall agree that 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.

7-13.5 Additional Requirements

7-13.5.1 Waiver of Subrogation

The Contractor agrees, by entering into this Contract, to a Waiver of Subrogation for each required policy providing coverage during the 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 Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should 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.

7-13.5.2 Right to Review and Adjust

The Contractor shall agree, notwithstanding the foregoing, that the Department, 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 Department 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, the Department shall provide Contractor written notice of such adjusted limits and Contractor 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.

7-13.5.3 No Representation of Coverage Adequacy

The coverages and limits identified in the table have been determined to protect primarily interests of the Department only, and the Contractor 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 Contractor against any loss exposures, whether as a result of the construction project or otherwise.

7-13.5.4 Certificate of Insurance

Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage, cancellation notice, and terms and conditions set forth herein.

In the event the Department is notified that a required insurance coverage will be cancelled or non-renewed during the period of this Contract, the Contractor shall furnish 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. Contractor shall not continue to Work pursuant to this Contract unless all required insurance remains in effect.

The Department shall have the right, but not the obligation, of prohibiting Contractor 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 Department.

The Department Reserves The Right To Withhold Payment, But Not The Obligation, To Contractor Until Coverage Is Reinstated. If The Contractor Fails To Maintain The Insurance As Set Forth Herein, The Department Shall Have The Right, But Not The Obligation, To Purchase Said Insurance At Contractor's Expense.

7-13.5.4.1 Additional Requirements for Certificates of Insurance

1. Shall clearly identify Palm Beach County, 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 number to which it applies.

3. Shall clearly indicate a notification requirement in the event of cancellation or non-renewal of coverage.

4. Evidence of renewal coverage or reinstatement of cancelled coverage must be provided in advance of any policy that may expire during the term of this Contract. Failure to provide such certificate shall result in automatic stoppage of the Work until such time as the renewal certificate is supplied.

5. Within forty-eight (48) hours of a request by the Department, and subsequently, prior to expiration of any of the required coverage throughout the term of this Contract the Contractor shall deliver to the Department through Department's designated representative, unless otherwise directed by the Department, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days' for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Engineering Department / Roadway Production Division
2300 N. Jog Road 3rd Floor West
West Palm Beach, FL 33411

6. The Certificates of Insurance must be completed in the original and signed and returned to the Department along with Contracts and Sureties.

7-13.5.5 Deductibles, Coinsurance Penalties, and Self-Insured Retention

The Contractor shall 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.

7-13.5.6 Subcontractor's Insurance

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the Department, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

7-13.5.7 Insurance Coverage and Limit Table

The Contractor shall agree to maintain the coverage, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Limit Table as follows:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	**CONTRACTS LESS THAN $500,000**	**CONTRACTS $500,000 OR MORE**
COMMERCIAL GENERAL LIABILITY:		
Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
Additional Insured endorsement required:		
General Aggregate Limit must apply Per Project	Yes	Yes
COMPREHENSIVE AUTO LIABILITY:		
Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:		
Coverage not less than:	Statutory	
Employer's Liability Limits not less than:	$100,000/500,000/100,000	
WATERCRAFT LIABILITY:		
Limit of Liability not less than:	$1,000,000 per occurrence	
Additional Insured endorsement required:	Yes	

AIRCRAFT LIABILITY: Limit of Liability not less than: When used to carry passengers (excluding aircrafts crew) coverage for Passenger Liability not less than: Additional Insured endorsement required:	 $5,000,000 per occurrence $1,000,000 per passenger Yes
RAILROAD PROTECTIVE LIABILITY: Limit of Liability not less than: Additional Insured endorsement required: General Aggregate Limit must apply Per Project	 $2,000,000 per occurrence $6,000,000 aggregate Yes
UTILITY OWNERS PROTECTIVE LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	 $1,000,000 per occurrence Yes
UNMANNED AIRCRAFT SYSTEMS LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	$1,000,000 per occurrence $2,000,000 aggregate Yes

7-14 Contractor's Responsibility for Work ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

In addition to the above, the Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane which occurs after the final acceptance of the entire Work (as specified in 580), but during any remaining portion of the 90-day establishment period.

7-24 Disadvantaged Business Enterprise Program DELETE IN ITS ENTIRETY

7-25 On the Job Training Requirements DELETE IN ITS ENTIRETY

END OF SECTION

SECTION 8
PROSECUTION AND PROGRESS

8-3 Prosecution of Work

8-3.2 Submission of Contract Schedule DELETE AND INSERT THE FOLLOWING:

Provide a schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress on each activity. Show each activity with a beginning Work date, a duration, and a monetary value. Include activities for procurement fabrication, and deliver of Materials, plant, and Equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

The Engineer will return inadequate schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 Calendar Days from the date of the Engineer's return transmittal.

Submit an updated Work progress schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the updated schedule and respond within 7 Calendar Days of receipt.

By acceptance of the schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to submit either the corrected or an updated schedule in the time specified, the Engineer will withhold all Contract payments until the Engineer accepts the schedule.

8-3.3 Beginning Work DELETE AND INSERT THE FOLLOWING:

Notify the Engineer not less than five days in advance of the planned start day of work. Upon the receipt of such notice, the Engineer may give the Contractor Notice to Proceed and may designate the point or points to start the work. In the Notice to Proceed, the Engineer may waive the five day advance notice and authorize the Contractor to begin immediately. Notify the Engineer in writing at least two days in advance of the starting date of important features of the work. Do not commence work under the Contract until after the Department has issued the Notice to Proceed. The Department will issue the Notice to Proceed within 120 calendar days, excluding Saturdays, Sundays and Holidays, after execution of the Contract, unless otherwise mutually agreed by the Contractor and the Department.

8-3.5 Preconstruction Conference DELETE AND INSERT THE FOLLOWING:

After the award of Contract and prior to issuance of the Notice to Proceed a Pre-Construction Conference will be held between the Contractor, the Department, representative of other municipalities concerned, utility companies, other contractors affected by the Work and any other persons designated by the Department to have a material interest in the Work. The time and place of this conference will be set by the Department. The Contractor shall bring to this conference a copy of the Contractor's proposed Work schedule for the project.

8-6 Temporary Suspension of Contractor's Operations

8-6.1 Authority to Suspend Contractor's Operations ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

In particular, the Engineer reserves the right to suspend Work on the project from December 15th to December 23, inclusive. The Engineer will give a minimum of thirty (30) Calendar Days notice of suspension. Prior to carrying out any Work on the project during the period of suspension, the Contractor shall obtain written approval from the Engineer.

8-6.1.1 State of Emergency DELETE AND INSERT THE FOLLOWING:

The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The Department, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension.

8-6.4 Suspension of Contractor's Operations-Holidays and Special Events DELETE AND INSERT THE FOLLOWING:

Unless the Contractor submits a written request to work on a Holiday at least ten Calendar Days in advance of the requested date and receives written approval from the Engineer, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract Time will be charged during these Holiday periods regardless of whether the Contractor's operations have been suspended. Contract Time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday periods.

The Contractor will be allowed additional Contract Time for each Working Day included in the Engineer directed suspension of Work between December 15th and December 23rd.During such suspensions, remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such Holiday periods.

8-7 Computation of Contract Time

8-7.2 Date of Beginning of Contract Time DELETE AND INSERT THE FOLLOWING:

The date on which Contract Time begins is the date stated in the Notice to Proceed.

8-8 Failure of Contractor to Maintain Satisfactory Progress

8-8.1 General: Pursue the Work to Completion DELETE AND INSERT THE FOLLOWING:

Satisfactory progress is an essential element of the Contract and, as Delay in the prosecution of the Work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the Work be pressed vigorously to completion. Moreover, the cost to the Department for the administration of the Contract, including engineering, inspection, and supervision, will be increased as the construction period is lengthened.

8-8.2 Regulations Governing Suspension for Delinquency DELETE AND INSERT THE FOLLOWING:

(a) A Contractor may be declared delinquent because of unsatisfactory progress on a Contract with the Department, when the Contract Time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet at least one of the following two tests:

(1) The percentage of dollar value of completed Work with respect to the total amount of the Contract is within ten percentage points of the percentage of Contract Time elapsed.

(2) The percentage of dollar value of completed Work is within ten percentage points of the dollar value which should have been performed according to the Contractor's own progress schedule previously approved by the Engineer.

In lieu of the ten percentage points stated in the two preceding paragraphs, twenty (20) percentage points may be allowed for a Contractor who, in the opinion of the Engineer, has adequate organization, Equipment, and financial resources to undertake other contract or subcontract Work without conflict or Delay in prosecuting Work under existing contracts let by the Department.

(b) A Contractor will be declared delinquent because of unsatisfactory progress on the Contract with the Department, under either of the following circumstances:

(1) The Contract Time allowed has been consumed and the Work has not been completed.

(2) The Contract Time allowed has not been entirely consumed the Contractor's progress at any check period does not meet either of the two tests described under the paragraphs headed (a) above (c).

A Contractor declared delinquent under the provisions of 8-8 will be disqualified from further bidding and also will not be approved as a subcontractor so long as the delinquent status exists. Also, any individual, firm, partnership or corporation, affiliated with a delinquent Contractor for either personnel, Equipment or finances, shall likewise be disqualified.

(c) The Contractor may appeal in writing to the Department for relief from disqualification status. The Department will act upon any appeal within thirty (30) Calendar Days after the filing thereof, and will promptly notify the appellant of the action taken.

(d) A Contractor disqualified under the requirements of this Article will be removed from such status upon receipt of evidence from the Construction Coordination Division that his progress is no longer delinquent, provided the Contract Time has not elapsed.

(e) The principal progress check period will occur monthly, upon the Department's receipt of the Contractor's monthly estimates. Postings will generally be completed by the first week of each month, and preliminary notices of delinquency will be sent to the Contractor immediately thereafter, and confirmed by certified mail.

(f) No Contractor given such a preliminary notice of delinquency will be finally declared delinquent until a period of ten Calendar Days after the preliminary notice has elapsed. During this ten-day period, the Contractor may request and provide support for any extensions of time, or other considerations which would affect the delinquency.

(g) Final notification of delinquency will be made and verified by certified mail after the expiration of this ten-day period, provided no extensions of time or other considerations are deemed proper by the County Engineer, and provided the delinquency status has not been corrected.

(h) The Engineer may grant extensions of time during the prosecution of the Work, as allowed under the Contract, regardless of the Contractor's delinquency status.

8-9 Default and Termination of Contract

8-9.2 Termination of Contract for Convenience DELETE AND INSERT THE FOLLOWING:

The Department may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon such notice, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits on account thereof. As the sole right and remedy of Contractor, the Department shall pay Contractor in accordance with 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, Contractor 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 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 Department of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to the Department those orders and subcontracts and revoke agreements specified in such notice;

4. The Contractor agrees to assign all subcontracts required for performance of this Contract to the Department;

5. The Contractor shall include in all subcontracts, Equipment leases and purchase order, a provision requiring the subcontractor, Equipment lessor or supplier, to consent to the assignment of their subcontract to the Department;

6. Assist the Department, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Department under the Contract; and

7. Complete performance of any Work which is not terminated.

B. Upon any such termination, the Department will pay to Contractor an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to Contractor 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 settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Subparagraph A.3. above.

3. The verifiable costs incurred pursuant to Subparagraph A.5. above.

4. Any other reasonable costs which can be verified to be incidental to such termination of Work.

The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed by Contractor.

Contractor 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.

The Department shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

8-10 Liquidated Damages for Failure to Complete the Work

8-10.2.1 Amounts Reasonable/No Penalty ADD THE FOLLOWING SUB-ARTICLE:

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by Department as a result of Contractor's Delay, and that said amounts are not a penalty nor will ever be contested as reflecting the imposition of a penalty against Contractor.

END OF SECTION

SECTION 9
MEASUREMENT AND PAYMENT

9-2 Scope of Payments

9-2.1.1 Fuels DELETE AND INSERT THE FOLLOWING:

The Department will make no price adjustments for fuels.

9-2.1.2 Bituminous Material DELETE AND INSERT THE FOLLOWING:

Department will adjust the Bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which Bids were received.

Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when Bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15th of each month at the following URL: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm

Refer to the "Liquid Asphalt Calculation" table provided in the Special Provisions of these documents.

9-3 Compensation for Altered Quantities

9-3.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

The Contractor is advised that all items may be increased, decreased or deleted from the Contract, as directed by the Engineer. Whenever change or combination of changes in the Plans results in total elimination or substitution of any item included in the original Contract quantities, no

allowance will be made for any loss of anticipated profits because of these changes, decreases or deletions of items.

The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. The unit prices for the items of Work shall include the cost of all labor, Materials, Equipment, transportation, fuel and all other items incidental to or necessary for the completion of the item of Work.

Should the Contractor feel that the cost for any item of Work has not been established by the Bid Form or Basis of Payment, he shall include the cost for that Work in some other applicable bid item, so that his Proposal for the project does reflect his total price for completing the Work in its entirety.

9-3.2.1 Error in Plan Quantity DELETE IN ITS ENTIRETY

9-5 Partial Payments

9-5.1 General DELETE AND INSERT THE FOLLOWING:

The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials, as specified herein below). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the unit prices for all Work performed, less an amount retained and less payments previously made. Except as specified herein, the amount retained shall be 5% of the value of Work completed. This retainage may be reduced to 2.5% of Contract amount at the discretion of the Engineer when the total amount of partial payments exceeds 95% of the Contract amount.

The amount retained on water and sewer construction and adjustments included in the Contract shall be 5% of the monthly estimates until the Work is approved by the permitting agency. The retainage after approval/acceptance by the agency shall be in accordance with 9-5.1.

For contracts in which the amount for landscaping items constitute 50% or more of the original Contract amount, 5% of the value of Work completed shall be retained until the end of the 90-day establishment period for landscaping items or until final acceptance of the Work; whichever occurs last.

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

9-5.5 Partial Payments for Delivery of Certain Materials

9-5.5.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

(7) Common Carrier Freight Rates. No adjustments shall be made for change in common carrier rates.

9-5.5.2 Partial Payment Amounts DELETE AND INSERT THE FOLLOWING:

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

The following partial payment restrictions apply:

(1) Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

(2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-9 Interest Due on Delayed Payments DELETE IN ITS ENTIRETY

9-11 Change Order Approvals ADD THE FOLLOWING ARTICLE:

Change Orders shall be approved in accordance with existing Department policy per Resolution #R89-633 dated April 4, 1989 and the current PPM #CWF-050.

Department reserves the right to increase or decrease any of the unit quantities as necessary to complete the Work contracted. Such increases or decreases may be authorized by the Department's Engineer at the unit price(s) as Bid.

END OF SECTION

SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

All existing signs are the property of the Department. The Contractor shall stockpile the above mentioned signs and contact the Palm Beach County Traffic Operations Sign Supervisor at 233-3900 for pick-up. Signs must be kept in good condition or the Contractor shall be responsible for reimbursement to the Department.

This section shall be governed by the current edition of the following standards:

1. Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction"

2. "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD)

3. Florida Department of Transportation "Design Standards"

4. Florida Department of Transportation "Plans Preparation Manual"

5. "Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways"

6. Palm Beach County's Engineering and Public Works Department Traffic Division Temporary Traffic Control Guide.

102-1.1 General

1. Contractor shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed.

2. All Highway Equipment shall have a Slow Moving Vehicle sign with either a flasher or a beacon operating when the equipment is operating.

3. During peak hours 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 7:00 P.M. left turn and through lanes shall not be blocked without permission from the Department.

4. Any manholes/valves in the travel way shall have 50" width of asphalt extending from the edge for every 1" inch of height.

5. Night Time Work –Work involving double lane closures shall be completed during nighttime hours. Daytime operations with double lane closures (from 9:00 a.m. to 3:00 p.m.) will require prior approval in writing from the Department.

<u>Pedestrians</u>

1. When pedestrian movement through or around a worksite is necessary, the Contractor shall provide a separate, safe footpath without abrupt changes in grade or terrain.

    - If one (1) or two (2) pedestrian ways are provided (exist) prior to the start of a project, only one (1) has to be maintained.

2. Places where pedestrians are judged especially vulnerable to impact by vehicles, all foot traffic should be separated and protected by longitudinal positive barrier systems.

3. Pedestrian detours are not to exceed 300 feet from the closure to a signalized or Palm Beach County approved alternative crossing location. The Contractor is to provide a safe and

reasonable alternate route including pedestrian detours, diversions and flaggers to assist pedestrians around the work area when applicable.

4. Sidewalks within school zones/areas shall be maintained during morning start and afternoon dismissal times unless otherwise approved by the Engineer. Otherwise, direct detours shall be provided such that students will not be diverted for more than 100 feet. Temporary guarded crossings provided by the Contractor shall be utilized when needed.

102-3.2 Worksite Traffic Supervisor ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

Certification must be through American Traffic Safety Services Association (ATSSA) or FDOT approved Advanced Maintenance of Traffic course certification.

102-4 Temporary Traffic Control Plan. (TTCP) DELETE IN ITS ENTIRETY AND INSERT THE FOLLOWING:

The Temporary Traffic Control Plan (TTCP) for traffic control around or through work sites should be developed with safety receiving a high priority. The TTCP should include protection at work sites when Work is in progress and when operations have been halted (such as during the night) or from the time Work is completed until the final. Provisions for the protection of work crews, traffic control personnel, pedestrians, and motorists shall be included.

The temporary traffic control plan shall include the following:

TTCP to be prepared and signed by the Work Site Traffic Supervisor as certified by the American Traffic Safety Services Association or FDOT approved Advanced Maintenance of Traffic course or a Professional Engineer.

1. A copy of the signer's certification, Contractor's name, and 24 hour phone number of the work site traffic supervisor shall be on the TTCP.

2. The TTCP shall include: north arrow; drawn by; lane usage; type and location of all signs, lights, barricades, striping, barriers, traffic signals; all side-streets; change-overs; sidewalks; Retro-reflective Pavement Markers (RPM); pavement markings; school zones; crosswalks; Palm Tran bus stop and railroad crossings.

3. Plans may be drawn to scale; however, dimensions shall be shown. Plans that are not drawn to scale must be drawn proportionately and include all areas hat will be within the temporary traffic control including signalized and unsignalized intersections. Plans must be legible, easily read and include all lane usage and current geometrics.

4. Variable Message Sign (VMS) and the messages.

a. Road Closures – VMS boards shall be installed 10 business days prior to Work beginning. If the Road closer is on a thoroughfare Road then the VMS board shall be installed for the entire Contract Time.

b. Traffic Shifts – VMS boards shall be installed 7 business days prior to Work until 7 Working Days after the traffic shift.

5. Location and geometry for transitions, detours, and diversions (includes buffer space and taper length).

6. No change-overs are allowed on Monday or Friday, the day before a Holiday or during AM or PM peak traffic, and are discouraged at signalized intersections.

7. All Plans shall be submitted through the Palm Beach County Construction Coordination Division.

8. Lane closures in front of schools shall avoid disruption to school traffic during school arrival and dismissal times.

9. The Contractor shall comply with the current MUTCD and FDOT Standard Plan Index 102 series and Palm Beach County Standards for all MOT.

10. The Contractor shall provide MOT for each phase of construction within 60 days of phase implementation.

11. Supporting calculations shall be provided for all proposed horizontal curves.

The MOT review time is approximately fifteen (15) business days. A MOT is valid for 60 days from the date of approval; if construction has not started during that timeframe, a new MOT application must be submitted. The approved MOT must be available at all times on the construction site.

Time may vary based on the complexity of the TTCP Consideration should be given to these time frames when scheduling the Work.

Palm Beach County Traffic Engineering Division will handle all news releases, notifying police, fire, etc.

The TTCP is good for 60 days. If the TTCP has not been implemented by then, a new approval will be required.

TTCP must have dates and times of operation requested.

In no case may the Contractor begin Work until the TTCP has been approved in writing by the Palm Beach County Traffic Engineering Division. Field modifications may be made with the approval of a representative of the Palm Beach County Traffic Engineering or Construction

Coordination Divisions. Failure to comply with the above may result in permanent reduction of the pay item of "Maintenance of Traffic" on a prorated basis or $1,000.00 per day, whichever is higher.

Cost for Temporary Traffic Control Plans shall be made on a Lump Sum basis, and shall include all the above requirements.

Cost for Temporary Traffic Control Plans shall be included in Maintenance of Traffic items and shall include all of the above requirements.

102-5.5 Crossings and Intersections DELETE AND INSERT THE FOLLOWING:

Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any Road or Street unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side Street movements for the duration of the Contract. (See 102-7.1)

102-5.8 Flagger DELETE AND INSERT THE FOLLOWING:

Provide trained flaggers in accordance with FDOT and MUTCD requirements.

102-6.2 Construction DELETE AND INSERT THE FOLLOWING:

Plan, construct, and maintain detours for the safe passage of traffic (both vehicular and pedestrian) in all conditions of weather. Provide the detour, to the Department, with all facilities necessary to meet this requirement.

102-6.6 Operation of Existing Movable Bridges DELETE IN ITS ENTIRETY

102-7 Traffic Control Officer DELETE AND INSERT THE FOLLOWING:

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone, when the following types of Work are necessary on projects:

1. Traffic control in a signalized intersection when signals are overridden.

2. When Standard Index No. 102-607 is used on Interstate at nighttime and required by the Plans.

3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Department.

4. During the night time milling or paving, if the lane adjacent to the Work area is open to traffic, the Traffic Control Officer shall be present with flashing lights, operating on their vehicle.

5. As required by the Engineer.

6. Provide uniformed laws enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic through the work zone, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the Temporary Traffic Control Plans. The Contractor shall make a request for the use of this item in writing to Construction Coordination Division. The request will be reviewed and responded to in writing. The Contractor shall supply a breakdown of police activity for every 4 hour period.

ADD THE FOLLOWING SUBARTICLE:

102-9.9.1 Portable Changeable (Variable) Message Sign (PCMS) (Non-MOT)

Furnish Portable Changeable Message Sign (PCMS) in accordance with 102-9.10.2, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the TTCP.

102-9.10.4 Radar Speed Display Unit (RSDU) DELETE IN ITS ENTIRETY

102-9.11.1 Temporary Signals for Lane Closure on Two-Lane, Two-Way Roadways DELETE IN ITS ENTIRETY

102-9.12 Temporary Traffic Detection and Maintenance DELETE IN ITS ENTIRETY

102-10 Work Zone Pavement Marking DELETE AND INSERT THE FOLLOWING:

1. All temporary pavement markings shall be done in a professional manner without weaves and/or bows. No over-painting shall be allowed.

2. Temporary RPM's shall be installed at an 1 inch offset to lane lines, skips, gore or crosshatched area within the work zone. The spacing shall be 40 feet on tangent section and 20 feet on transitions and curves (including edge lines). Damaged or missing RPM's shall be replaced on a daily basis. The RPM's shall have a maximum width of 5 inches and a maximum height of 0.75 inch. The minimum area of each reflective face shall be 3.50 square inches. RPM's shall be bonded to the pavement or concrete with epoxy, alkyd thermoplastic or bituminous adhesive.

3. Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape, or paint meeting both State and Department Specifications.

4. Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Department. All final course pavement markings shall consist of foil-backed tape. The temporary pavement markings shall be installed in accordance with the typicals in the General Provisions.

5. All temporary tape skip-line pavement markings shall be at least four (4) feet in length with a maximum gap of thirty-six (36) feet. A two (2) foot stripe with a maximum gap of

eighteen (18) feet may be used for Roadways with severe curvature, or as directed by the Department.

6. All painted lines shall conform to size and color requirements of the MUTCD, Part III. The thickness shall not be less than fifteen (15) mils with six (6) to six and one quarter (6 ¼) pounds of beads per gallon of paint. Both shall be applied uniformly. All painted lines shall be refurbished if at any time the reflectively falls below 150 mini-candles. A normal width line is 6" paint or tape.

7. Black-out shall not be used to obliterate pavement markings. Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Engineer.

8. If a school zone exists, it must be maintained including crosswalks, school messages and signs.

9. It shall be the Contractor's responsibility to adjust existing signing, add new signing, and remove or add pavement marking on approaches to the project.

10. The last temporary pavement markings for the project's final condition shall be incidental to the Maintenance of Traffic item. They shall be placed in the location of the future permanent pavement markings.

102-10.1 Description DELETE IN ITS ENTIRETY

102-10.2 Painted Pavement Markings DELETE IN ITS ENTIRETY

102-10.3 Removable Tape DELETE IN ITS ENTIRETY

102-10.3.1 General DELETE IN ITS ENTIRETY

102-10.3.2 Application DELETE IN ITS ENTIRETY

102-10.3.3 Retro-reflectivity DELETE IN ITS ENTIRETY

102-10.3.4 Removability DELETE IN ITS ENTIRETY

102-10.4 Temporary Raised Pavement Markers DELETE AND INSERT THE FOLLOWING:
Apply all markers in accordance with Palm Beach County Typical T-P-24, or as otherwise revised.

102-11 Method of Measurement

102-11.1 General DELETE AND INSERT THE FOLLOWING:
Devices installed/used on the project on any Calendar Day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract

unit price MOT, Lump Sum and shall include all items required to implement the approved Temporary Traffic Control Plan (TTCP).

Unless otherwise specified, all devices / items specified in 102-11 shall be incidental to the pay item: MOT, on a Lump Sum basis.

ADD THE FOLLOWING SUBARTICLE:

102-11.2.1 Traffic Control Officers (Non-MOT)

The quantity to be paid for will be at a unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicle(s).

Payment will be made only for those traffic control officers not incidental to the TTCP requirements and when authorized by the Engineer under the pay item: Traffic Control Officers (Non-MOT) per hour.

102-11.3 Special Detours DELETE IN ITS ENTIRETY

ADD THE FOLLOWING SUBARTICLE:

102-11.14.1 Changeable (Variable) Message Sign (NON-MOT)

The quantity to be paid for will be the number of changeable (variable) message signs certified as installed/used on the project when directed by the Engineer and not a requirement of the TTCP.

Payment will be made for each Changeable (Variable) message sign that is used during the Contract period under the pay item Changeable (Variable) Message Sign (Non-MOT) per each per day.

102-11.18 Temporary Signalization and Maintenance DELETE IN ITS ENTIRETY

102-11.19 Temporary Traffic Detection and Maintenance DELETE IN ITS ENTIRETY

102-11.20 Work Zone Pavement Markings DELETE AND INSERT THE FOLLOWING:

The quantities, furnished and installed shall be those that are required for the project and shall be incidental to MOT, Lump Sum.

102-12.1 Submittal Instructions DELETE IN ITS ENTIRETY

102-12.2 Contractor's Certification of Quantities DELETE AND INSERT THE FOLLOWING:

When requested by the Department, Contractor shall submit a certification of the material used.

Ensure that the certification consists of the following: Project Number, Certification Number, Certification Date and the period that the certification represents.

102-13 Basis of Payment

102-13.1 Maintenance of Traffic (General Work) DELETE AND INSERT THE FOLLOWING:

When an item of Work is included in the Proposal, price and payment will be full compensation for all Work and costs specified under this Section except as may be specifically covered for payment under other items. Maintenance of Traffic (General Work) shall also include all items required to implement the approved Temporary Traffic Control Plans (TTCP).

Unless otherwise specified, all devices / items specified in 102-13 shall be incidental to the pay item: MOT, on a Lump Sum basis.

INSERT THE FOLLOWING SUBARTICLE:
102-13.2.1 Traffic Control Officers (Non-MOT)
Price and payment will be full compensation for the services of the traffic control officers for instances when directed by the Engineer and not a requirement of the TTCP.

102-13.3 Special Detours DELETE IN ITS ENTIRETY

INSERT THE FOLLOWING SUBARTICLE:
102-13.13.1 Changeable (Variable) Message Sign (NON-MOT)

Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing changeable message signs when directed by the Engineer and not a requirement of the TTCP.

102-13.20 Temporary Raised Rumble Strips DELETE IN ITS ENTIRETY

102-13.21 Temporary Lane Separator DELETE IN ITS ENTIRETY

102-13.22 Temporary Signals for Lane Closures DELETE IN ITS ENTIRETY

102-13.23 Temporary Highway Lighting DELETE IN ITS ENTIRETY

102-13.24 Pedestrian or Bicycle Special Detours DELETE IN ITS ENTIRETY

102-13.25 Type III Barricades DELETE IN ITS ENTIRETY

102-13.26 Payment Items DELETE AND INSERT THE FOLLOWING:

Payment will be made under:

Item No. 102- 1- Maintenance of Traffic - lump sum.
Item No. 102- 14-1 Traffic Control Officers (Non-MOT) - per hour.
Item No. 102- 99-1 Changeable (Variable) Message Sign (Non-MOT) - per each per day.

105-1.2.3 Notification of Placing Order DELETE AND INSERT THE FOLLOWING:

Order materials sufficiently in advance of their incorporation in the work to allow time for sampling, testing and inspection. Notify the Engineer prior to placing orders for materials.

Submit to the Engineer a fabrication schedule for all items requiring commercial inspection at least 30 days before beginning fabrication. Items requiring commercial inspection will be identified in the Plans, Proposal, Special Provisions, Supplemental Specifications, or Technical Special Provisions of the Contract Documents. These items can include steel bridge components, moveable bridge components, pedestrian bridges, castings, forgings structures erected either partially or completely over the travelled roadway or mounted on bridges as overhead traffic signs (some of these may be further classified as cantilevered, overhead trusses, or monotubes) or any other item identified as an item requiring commercial inspection in the Contract Documents.

END OF SECTION

SECTION 300
PRIME AND TACK COATS

300-2.3 Tack Coat DELETE AND SUBSTITUTE THE FOLLOWING:

Unless the Contract Documents call for a specific type or grade of tack coat, use RA-500 meeting the requirements of 916-2, heated to a temperature of 250 to 300ºF or undiluted Emulsified Asphalt Grades RS-1h, RS-2, CRS-1h, or NTSS-1hm meeting the requirements of 916-4. Heat RS-1h, RS-2, CRS-1h and NTSS-1hm to a temperature of 150 to 180ºF. The Contractor may use RS-1h modified to include up to 3% naphtha to improve handling of the material during the winter months or at any other time, as approved by the Engineer.

For night paving, use RA-500 tack coat. The Engineer may approve RS-1h, RS-2, CRS-1h, or NTSS-1hm for night paving if the Contractor demonstrates, at the time of use, that the emulsion will break to allow paving in a timely manner and not affect the progress of the paving operation.

300-9 Method of Measurement DELETE AND SUBSTITUTE THE FOLLOWING:

No separate measurement shall be made for prime coat and tack coat material.

300-10 Basis of Payment DELETE AND SUBSTITUTE THE FOLLOWING:

No separate payment will be made for prime coat and tack coat material but the cost of same, including heating, hauling and applying (including sand or screening covering where required), shall be included in the Contract unit price per square yard for base or pavement courses, respectfully.

There is no direct payment for the Work specified in this Section, it is incidental to, and is to be included in the other items of related Work.

END OF SECTION

SECTION 334
SUPERPAVE ASPHALT

SECTION 334 SUPERPAVE ASPHALT – DELETE AND SUBSTITUTE THE FOLLOWING:

334-1 Description

334-1.1 General

Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of Work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, Equipment, and

construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories

Construction of asphalt pavement will fall into one of the following Work categories:

334-1.2.1 Asphalt Work Category 1

Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2

Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3

Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types

Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (Millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification

The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5	9.5 mm
Type SP-12.5, FC-12.5	12.5 mm

334-1.5 Thickness

The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

Spread rate (lbs/yd^2) = t x G_{mm} x 43.3

Where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses

Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5	3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5	1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements

The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5	3/8 to 2 inches
Type SP-12.5	1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the Contract Documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture

The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials

334-2.1 Superpave Asphalt Binder

Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate

Use aggregate capable of producing a quality pavement. For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed Materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,

2. A combination of up to 20% RAP and the remaining fine aggregate from other.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material

334-2.3.1 General Requirements

RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization

Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP

Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	**Asphalt Binder Grade**
0 - 15	PG 67-22
16 – 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture

334-3.1 General

Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design

334-3.2.1 General

Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component Materials, including asphalt binder to a Laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is: https://www.fdot.gov/materials/laboratory/asphalt/index.shtm.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements

Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification

Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyratory Compaction

Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3 Gyratory Compaction Requirements

Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria

Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility

Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information

In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the Materials to be used.

3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw Materials as intended to be combined in the paving mixture. The gradation of the component Materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the Roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

334-4 Process Control

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and Roadway to control the process.

334-5 General Construction Requirements

334-5.1 Weather Limitations

Do not transport asphalt mix from the plant to the Roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations

334-5.2.1 General

Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base Materials are properly primed and all asphalt base Materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature

Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-4 Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	N_{design} Number of Gyrations
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the Roadway, within a range of plus or minus 30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving

334-5.5.1 Cleaning

Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses

As shown in the Plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application Over Surface Treatment

Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat

Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture

334-5.6.1 Alignment of Edges

With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions

Immediately cease transportation of asphalt mixtures from the plant when rain begins at the Roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer

Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work

In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing

Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control

Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses

334-5.7.1 Patching Depressions

Before spreading any leveling course, fill all depressions in the existing surface as shown in the Plans.

334-5.7.2 Spreading Leveling Courses

Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application

When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the Plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select Equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints

334-5.9.1 Transverse Joints

Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15-foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of Bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints

For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements

Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter Roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the Roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope

Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness

Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing

334-5.10.3.1.1 Acceptance Testing

Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and

document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer

At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions

Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side Streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement

Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture

334-6.1 General

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements

Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the Roadway density with 6 inch diameter Roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the Roadway density in accordance with FDOT Method FM 1-T 166. The minimum Roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of G_{mm}

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer

On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the Roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer

will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions

When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.
Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on Subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on Bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement

For the Work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The Bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment

334-8.1 General

Price and payment will be full compensation for all the Work specified under this Section.

END OF SECTION

SECTION 570
PERFORMANCE TURF

575-3 CONSTRUCTION METHODS – DELETE AND SUBSTITUTE THE FOLLOWING:

575-3 Construction Methods

Test the area requiring sod per Section 162-5 and forward results to the Engineer. Apply finish soil layer material in accordance with Section162 if determined by the Engineer. Fertilize at the rate as shown in Section 982. If soil layer is not determined to be used on areas to receive sod, scarify or loosen the areas to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

END OF SECTION

SECTION 580
LANDSCAPE INSTALLATION

INSERT SECTION 580 LANDSCAPE INSTALLATION, AS FOLLOWS:

580-1.00 General

580- 1.01 Scope of Work:

Provide all labor, materials, equipment and incidentals required to prepare site to final grade, install landscape trees, plants, sod, and irrigation systems in accordance with the plans and as specified. These specifications are inclusive of a required guarantee, replacements, clean-up, maintenance services, and maintenance of traffic, all of which shall be included in the unit bid price for each tree.

580- 1.02 Related Work Specified Elsewhere:

Section 585- Site Maintenance: these provisions shall apply to all Work in SECTION 580- LANDSCAPE INSTALLATION as appropriate.

580- 1.03 General Requirements:

A. Refer to the Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, July 2021, as the general operating specification document, however Section 580 Landscaping is deleted and replaced with these specifications for LANDSCAPE INSTALLATION (SECTION LI) and the SITE

MAINTENANCE (SECTION SM). Maintenance of traffic requirements are described in the Contract Documents.

B. Comply with all applicable federal, state, county and local codes, ordinances and regulations governing this Work.

C. The Work shall be coordinated with other trades to prevent conflicts.

D. All planting shall be performed by personnel familiar with planting and maintenance of traffic procedures and under the supervision of a qualified landscape foreman, who shall be on-site at all times during the Work.

E. Finish Grade: The Contractor shall verify with the Department that final grade has been achieved and shall perform fine grading if so directed by the Department. The Contractor is responsible for any trees or palms that are planted prior to achieving final grade.

F. Prior to commencing Work, the Contractor shall visit the site and ascertain all site conditions, including utilities, structures, slopes, access and available work space to preclude any misunderstandings and to ensure a trouble-free installation. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures. The Contractor shall examine available utility plans and notify the Department of any conflicts and needed adjustments. The Contractor shall notify all utilities servicing the work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-770** to schedule marking locations of the utilities which subscribe to their service. The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility Locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility Locations. In general, the location of trees will be adjusted rather than adjusting the location of utilities or structures. Refer to ITEM 580- 3.02 for related requirements.

G. Prior to the preparation of planting holes, the Contractor shall ascertain the on-site location of, and take necessary precautions to avoid damage to, all above-ground and underground utilities, underdrain trenches, electrical cables, conduits, utility lines, oil tanks, supply lines, pavement, curbing, traffic control devices, pedestrian signals, building structures, or waterproofing. The Contractor shall properly maintain and protect all such improvements. The Contractor shall be responsible for the cost to repair all damages to such improvements caused by his operations.

H. The use of mechanical equipment within five (5') feet of any building or structure to move plants or materials shall be approved by the Department prior to its use.

580- 1.04 Applicable Documents:

A. Plant nomenclature shall conform to the names given in "The New Royal Horticultural Society Dictionary of Gardening", which is the source cited by the current July, 2022 edition of Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry (henceforth called Florida Grades and Standards).

1. Names of varieties not included therein shall conform generally with names accepted in the nursery trade.

2. Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization of the Department.

B. The Contractor is obligated to be familiar with and understand the following documents in order to comply with the requirements therein to properly perform the Work contemplated in this Contract:

1. All plans and documents within the bid package set.

2. The Florida Grades and Standards, (July, 2022 5th edition).

3. The Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (as general operating specification document, excluding Section 580, Landscaping).

4. The Florida Department of Transportation, Roadway, and Traffic Design Standards, (current edition).

5. The Palm Beach County Streetscape Standards Manual, (current edition).

6. The Manual of Uniform Traffic Control Devices for Streets and Highways, by the Federal Highway Administration,(current edition).

7. The State of Florida Manual on Traffic Control and Safe Practices, (current edition).

8. The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, by FDOT (current edition).

9. NCHRP Report 672, Roundabouts: An Informational Guide, (TRB, 2010)

580- 1.05 Quality Control:

A. Substitution of materials and products specified herein, including those meeting "or accepted equal" clauses, shall not be permitted without written authorization from the Department.

B. Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, fungi plant diseases and injuries. No sod with obvious chinch bug or mole cricket damage will be accepted. Any sod roots that appear to be diseased or the detected presence of grubs or other insects within the soil base will result in the sod being rejected.

C. Trees (other than palms) shall be heavily branched and shall have a dominant leader and no crossing branches.

D. All single-trunked palms shall have straight vertical trunks, not re-curved trunks, unless otherwise specifically directed in writing by the Department.

E. Turf grasses to be used are St. Augustine "Floratam" and/or Bahia "Argentine". The sod must be obtained from a sod farm that has been inspected and certified by the Florida Dept. of Agricultural and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. The sod must exhibit a dark green color and be free of weeds and foreign matter. It must have a leaf blade density of at least 90% and be free of any diseased or insect-damaged leaf tissue. The soil base of the sod must be a minimum of 3/4" thick and a maximum of 2" thick and contain a healthy root system as indicated by turgid feeder roots that are white in color.

F. Plant material shall be Florida Grade No. 1 or better as outlined under the current edition of Florida Grades and Standards.

1. All plants not listed in Florida Grades and Standards, shall conform to a Florida Grade No. 1 as to: (1) health and vitality; (2) condition of foliage; (3) root system; (4) freedom from pest or mechanical damage; (5) heavily branched and densely foliated according to the accepted normal shape of the species

2. Undersizing plant materials or substituting one species or cultivar for another are contract violations, but have no bearing on plant grading. Undersizing or substituting species or cultivars may be permitted only if authorized by the Department in writing.

3. Verification of specified grades are to be determined at the time of delivery (even for trees inspected, accepted, and tagged by the Contractor with the Department at respective nurseries). Grades determined at the time of delivery inspection or during the course of conducting a regrading inspection shall be based on the growth characteristics and condition of the plant at the time of grading. The grade shall not be based on any future or predicted growth potential of the plant. Each tree shall be maintained by the Contractor to Florida Grade No. 1 standards until the date of written Final Acceptance by the Department for that tree. The Department is the final authority to determine if a tree does or does not meet Florida Grade No. 1 standards, including health and vigor of the tree.

4. If at any time during plant installations, the Department believes that any trees are not of the specified grade, the Department may, at their discretion, request a regrading inspection by the Division of Plant Industry. Upon the findings provided thereby, the Department may seek further remedy by requesting replacement of plant materials or other corrective actions, including, but not limited to, legal redress.

G. The Department shall have the right, at any stage of the operations, to reject any and all Work and materials, which, in the Department's opinion, do not meet the requirements of these specifications or aesthetically do not comply with design intent. Trees that are scarred or damaged during delivery or off-loading will be rejected.

H. Plant materials, as proposed by the Contractor, are required to be inspected, accepted and tagged at the respective nurseries by the Contractor with the Department prior to any delivery to the project site, unless waived by the Department in writing. If such waiver is granted, the Department will inspect and approve representative plant material samples at the project site or at the respective nurseries prior to delivery to the project site. Waivers will only apply to the specific projects and species designated by the Department. Certificates of Nursery Origin may be required for plant materials not tagged by the Contractor with the Department.

580- 1.06 Certificate of Inspection:

A. All shipments of plant material shall originate from state registered nurseries which have undergone regular inspections by the authorized State Agencies prior to delivery to the project site.

B. State inspection certificates certifying respective plant nurseries of origin shall accompany the bill of lading or invoices. Any certificates of inspection required by the state for specific species also will be provided additionally. Any required transportation documents are to be submitted with invoices as back-up.

C. Contractor shall furnish the Department with copies of manufacturer's literature, labels, samples, certifications, Material Safety Data Sheets, and laboratory analytical data for fertilizers, mulch, planting soil backfill mix, chemicals, staking/guying materials and other products as appropriate, prior to use or application on any project.

D. Monitor turf areas and remove all competing vegetation, pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I "List of Invasive Species", Current Edition, http://www.fleppc.org). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf or wildflower species.

580- 1.07 Measurements:

A. The minimum acceptable size of all plants measured after pruning, with branches in normal positions, shall conform to the measurements as shown on landscape plans and conform to the Florida Grades and Standards. Deviations from these measurements must be approved in writing by the Department.

B. The caliper (diameter) of tree trunks is measured six (6") inches above ground level for trees with calipers up to and including four (4") inches in caliper, and twelve (12") inches above the ground for larger trees.

C. The caliper (diameter) of palm tree trunks is to be taken at the widest portion of trunk measured between 1' and 3' above the soil line.

580- 1.08 Shipment and Delivery:

A. Contractor shall notify the Department, a minimum of 48-hours in advance (excluding weekends and holidays), of all plant material deliveries. Contractor shall be responsible for delivery, storage, and security of all materials specified.

B. Plant materials shall be protected from sun-scalding and weather and adequately packed to prevent breakage and drying during transit and storage.

C. The Department will exercise its option to inspect, select and assist the Contractor with the tagging of plant materials at the nursery proposed by the Contractor unless waived as in ITEM 580- 1.05 H.

D. Tamper-resistant identification tags supplied by the Contractor and placed on all trees and palms selected for installation, shall show no evidence of tampering upon inspection for Initial Acceptance (of installation). These tags shall be removed following the Department's Initial Acceptance (of installation).

E. Plants which do not meet specifications for quality or size herein stated, or plants that show improper handling, or arrive on-site in an unsatisfactory condition (as described in Florida Grades and Standards), will be rejected. Rejected plants shall immediately be removed, disposed of, and replaced with accepted nursery stock of like variety, size, and age. These plants shall be replaced without additional cost to the Department.

F. Initial acceptance of plant material for initial payment will be given only after material is planted and after meeting requirements prescribed herein.

G. Plant materials may be reserved in advance by the Department from nursery sources provided by the Contractor for predetermined amounts of time prior to shipment and delivery. The reserve period will be designated by the Department and will begin upon the issue date of the work order. Designated time periods will be 1-90 days, 1-180 days, and 1-270 days. The Department will compensate the Contractor a percent of the unit price for each unit of plant material reserved in advance of shipment and delivery. This percentage amount is as follows:

Reserve Period	Percent of Unit Price Paid for Reservation of Plant Material
1 - 90 Days	10%
1 - 180 Days	25%
1 - 270 Days	50%

All advance payments shall be applied to the balance owed to the Contractor by the Department upon the completion of any applicable warranty periods. All post- installation guarantees, as specified in ITEM 585- 1.11, shall apply to all plants held in reserve by the Contractor with no period of reserve time serving as a replacement for any warranty periods specified within the Contract. The Contractor shall select and maintain all plant materials reserved by the Department in a manner and condition designated in ITEM 580- 1.05. Reserved plant materials shall conform to the type and quality specification listed in ITEM 580- 2.02. The Department may, at its discretion, reserve plant materials that are less than the caliper, height, spread, clear trunk or rootball size, as designated in the Bid Item

description for each unit listed. However, all plant materials must meet the stated specifications prior to shipment and delivery by the Contractor, unless given a written waiver by the Department. The Contractor shall not accept reserve payment for any plant materials that it knowingly cannot provide at the end of the designated reserve period. The Contractor shall notify designated Department representatives within 24 hours if plant materials reserved for any designated period become unavailable. The Contractor shall make available to the Department like species of acceptable specifications if any reserved plant materials are sold to other parties or otherwise rendered substandard during the designated reserve period. In the event that like species of similar quality are not made available by the end of the designated reserve period, the Contractor shall issue a credit or refund any reserve payments for that quantity of plant materials, at the discretion of the Department. The Department shall forfeit any reserve payments made to the Contractor if the Department elects to delay the scheduled shipment and delivery beyond the reserve period contracted for. The Contractor shall grant the Department a reserve time extension, based on additional payment issued within ten (10) days of the end of the contracted reserve period, unless the Contractor can show that any reserved plant materials would exceed the specifications as listed in the Bid Item description for each unit of plant material during the extension of the reserve period.

580- 1.09 Tree Transplanting and Root Pruning:

A. The Contractor shall provide tree transplanting services as requested by the Department. This service is to be performed by the Contractor within a 30 day period of receipt of a work order. Trees transplanted within 90 days of original installation by the Contractor shall carry the balance of the warranty as specified in ITEM 585- 1.11. No warranties shall apply to trees installed more than 90 days prior to transplantation or trees installed by other parties.

B. Transplanted trees shall be watered for the balance of the warranty period or for a period of 30 days for non-warrantied trees. Watering procedures must adhere to the specifications designated in ITEM 580- 2.06 and SECTION 585- SITE MAINTENANCE.

C. Palm tree transplanting procedures include digging, loading, transporting, re-planting with approved backfill material and restaking. The original planting hole must be backfilled and sodded.

D. Hardwood tree transplanting procedures include root pruning of established trees, digging, loading, transporting, replanting with approved backfill material and restaking. The original planting hole must be backfilled and sodded.

E. Use machinery that is designed to root prune tree/palm roots with a clean cut. **Do not use machinery that will not tear or shred the root system.** Cut the root system in quarter

sections to allow for new feeder roots to develop. If hand root pruning, use sharp cutting instruments to provide clean cuts (no Tearing or Shredding) to the existing root system. Allow a minimum of 18-24" of space to cleanly cut the roots and fill the root pruned area with proper backfill as specified in LI-Part Two-Products LI- Section 2.01- Subsection A – D (Planting Soil Backfill Mix). Reuse native clean fill mixed with topsoil to promote new root development.

F. Large hardwood trees exceeding 8" Cal. Shall be transported/moved by the following method.

To protect the integrity and health of the hardwood to be transplanted, a Certified Arborist or Landscape Architect must be consulted "Prior to Relocation" through the Department designated representative to determine the best methodology to relocate the designated transplant material. I.E. "A large Live Pak could be relocated by drilling the trunk with a minimum of 1-1/2" wood drilling core bit to eliminate damage to main cambium later, inserting a 1" solid steel rod through the trunk to attack strapping material to and lifting the tree with no stress on the cambium layer." or a 90" Tree Spade, or Crate method. **These are examples of recommended relocation methods but not inclusive of all methods to relocate material. This is written as a guideline only.**

580-2.00 Products

580- 2.01 Planting Soil Backfill Mix:

A. All planting areas shall be backfilled with a mixture of prepared plant soil mix as shown below to be accepted by the Department prior to use on each project site. Terrasorb AG (super-absorbent water retainer as manufactured by Industrial Services International, Inc.), or similar product accepted in writing by the Department, shall be added to all non-irrigated planting soil backfill mixes at the rate specified by the manufacturer.

B. This Work shall consist of removing surface debris and then excavating a planting hole and blending compost with the excavated soil to improve soil quality and plant growth. The Planting Soil Backfill Mix shall be created on the project site by uniformly mixing compost with the excavated soil of the planting hole at a 1:3 ratio (25% compost: 75% excavated soil). Backfill and firm the soil blend around the rootball within the planting hole, as described under Part III – Execution. This specification applies to all types of containerized and balled and burlapped plant material.

C. Compost shall be a stabilized mixture derived from organic wastes such as food and agricultural residues, animal manure, mixed solid waste and biosolids (treated sewage

sludge) that meet all State Environmental Agency requirements. The product shall be well composted (mature compost, not green compost), free of viable weed seeds and nematodes and contain material of a generally humus nature capable of sustaining growth of vegetation, with no materials toxic to plant growth.

Compost shall have the following properties:

Parameters	Range
pH	5.5 – 8.0
Moisture content	35% - 55%
C:N ratio	15 – 30:1
Organic matter	> 50%
Particle size	< 1 inch
Soluble salts	< 4.0 mmhos (dS)
Bulk density	< 1000 lbs/cuyd
Foreign matter	< 1% by weight

D. This specification covers the properties of **AllGro™** as distributed by: **AllGro™**, 4 Liberty Lane West, Hampton, NH 03842, telephone (800) 662-2440. The Contractor shall utilize **AllGro™** compost, or Department-accepted equal, as directed above.

580- 2.02 Plant Material:

A. The words "Plant Materials" or "Plants" or "Trees" refer to and include trees and palms. "Plant Materials" shall also refer to accent plants, ground covers and woody ornamentals. When the words "palms" or "palm trees" are utilized, no reference to other tree types is intended. When the words "trees (excluding palms)" are utilized, no other reference to palm trees is intended.

B. Plant species shall conform to those species and cultivars indicated on the plans and in the specifications.

C. Plants shall be sound, healthy, vigorous, free from plant diseases, insect pests or their eggs and shall have healthy normal growth and root systems. Tree trunks shall have the specified caliper, straight with no fresh cuts, fissures, scrapes, or scars, and shall have the specified clear trunk height, overall height, spread, and rootball size, as applicable. Container grown plant materials shall be "Florida Fancy" as described in Florida Grades and Standards , Shrubs, Groundcovers and Vines.

D. The species and varieties furnished by the Contractor shall include those listed below and/or substitutions mutually agreed upon by the Contractor and the Department. The basis to be used for comparison of plants to be substituted in the respective categories shall be plant descriptions and wholesale prices as described in Betrock Information Systems' PlantFinder.

E. Trees are required to be one of the following:

1. Container Grown:

a. Plastic containers: Trees grown in plastic or other rigid containers shall be well established and in the container for at least 60 days, and not root-bound. Minimum container size guidelines will follow those established by Florida Grades and Standards.

b. Fabric containers: Minimum rootball size will follow the guidelines established in Florida Grades and Standards. Trees grown in fabric bags should be properly root-pruned and hardened-off in the nursery following harvesting for 45-90 days.

c. All slash pines and wax myrtles are required to be container-grown for entire lives before planting on project sites.

2. Field Grown: Shall have the appropriate root ball size based on the tree's trunk diameter (caliper) and/or height as established by the Florida Grades and Standards. Rootball depth on balled and burlapped (B&B) stock (excluding palms) shall be at least 2/3 of the rootball diameter shown. Field grown trees should be properly root-pruned and hardened-off in the nursery for a period of 45-90 days, and will be inspected by the Department for new root growth.

a. Field grown balled and burlapped (B&B) trees are usually specified on the unit bid price plant list, however upon Department approval, well established non-root bound container plants may be substituted for B&B material, when all other requirements, specifications, and unit bid prices of B&B trees are adhered to.

b. Natural fabric burlap is to be utilized. Synthetic woven plastic fabrics are prohibited. Wire Baskets can be used when Department provides written approval. The top 1/3rd of the wire basket must be removed when planting occurs to enhance new root stimulation.

F. Collected plants shall not be used unless specifically called for in the specifications or accepted in writing by the Department. The type, size, and availability of specific species will be the basis of selection of any collected plants.

G. All plants for this project are to be secured from state registered nurseries within the south and central Florida areas (as defined by Betrock Information Systems' PlantFinder geographic regions) unless authorized in writing by the Department.

H. Accent plants, ground covers and woody ornamentals are required to be one of the following:

ACCENT PLANTS (1 gal. containers)

Including these species, or comparable:

Common Name	Botanical Name
Super Blue Liriope	*Liriope muscari*
Lantana (Various Colors)	*Lantana camara*
Muhly Grass	*Muhlenbergia capillaris*
Fakahatchee Grass	*Tripsacum dactyloides*
Asiatic Jasmine	*Trachelospermum asiaticum*
Juniper Parsonii	*Juniperus chinensis*

ACCENT PLANTS (3 gal., 7gal. and 10gal. containers)
Including these species, or comparable:

Common Name	Botanical Name
Bird-of-Paradise	*Strelitzia reginae*
Bougainvillea Hybrid (includes dwarf varieties)	*Bougainvillea sp.*
Coontie	*Zamia pumila*
Cardboard Palm	*Zamia maritima*
Saw Palmetto	*Serenoa repens*
Crinum lily	*Crinum Americana*
Giant False Agave	*Furcraea foetida.*
Dwarf Yaupon Holly (Schillings Dwarf)	*Ilex vomitoria*
Dwarf Fakahatchee Grass	*Tripsacum floridanum*
Fakahatchee Grass	*Tripsacum dactyloides*
Pringles	*Podocarpus sp.*

Wax Jasmine	*Jasmine volubile*
Wax Myrtle	*Myrica cerifera*
Wild Coffee	*Psychotria nervosa*

GROUNDCOVERS (1 gal. containers)
Including these species, or comparable:

Common Name	Botanical Name
Blue Daze	*Evolvulus glomerata*
Crown of Thorns (includes dwarf varieties)	*Euphorbia milii*
Dune Sunflower	*Helianthus debilis*
Lantana (includes dwarf varieties)	*Lantana sp.*
Super Blue Liriope (Min. 4 Bibs)	*Liriope muscari*
Mexican Heather	*Cuphea hyssopifolia*
Sea Oxeye Daisy	*Borrichia arborescens*
Cord grass	Spartina Bakeri

WOODY ORNAMENTALS (3 gal., 7 gal., and 10 gal containers)
Including these species, or comparable:

Common Name	Botanical Name
Bougainvillea Hybrid (includes dwarf varieties)	*Bougainvillea sp.*
Red Tip Cocoplum (includes green)	*Chrysobalanus icaco*
Cocoplum (Horizontal)	*Chrysobalanus icaco*
Carissa (includes dwarf varieties)	*Carissa sps*
Eugenia	*Eugenia sp.*
Dwarf Oleander	*Nerium oleander*
Dwarf Schefflera (includes various varieties)	*Schefflera arboricola*
Dwarf Yaupon Holly (Schillings Dwarf)	*Ilex vomitoria*
Fiddlewood	*Citharexylum fruiticosum*
Firebush (includes dwarf varieties)	*Hamelia patens*
Green Island Ficus (includes various varieties)	*Ficus microcarpa*
Jatropha (includes dwarf varieties)	*Jatropha hastata*
Juniper (includes various varieties)	*Juniperus sp.*
Cord Grass	*Spartina Bakeri*
Philodendron ‘Xanadu’	*Philodendron sp.*

Pittosporum (includes various varieties)	*Pittosporum sp.*
Sea Grape	*Coccoloba uvifera*
Silver Buttonwood	*Conocarpus erectus sericeus*
Green Buttonwood	*Conocarpus erectus*
Simpson Stopper	*Myrcianthes fragrans*
Stoppers (includes various varieties)	*Eugenia rhombea*
Viburnum (includes 'Awabuki')	*Viburnum sp.*
Wax Myrtle	*Myrica cerifera*
Yellow Thryallis	*Galphemia gracilis*
Bahama Dwarf Coffee	*Psychotria ligustrifolia*
Copper Leaf (includes various varieties)	*Acalypha wilkesiana*
Saw palmetto	Serenoa repans
White Indigo Berry	*Randia aculeate*
Panama Rose	*Rondeletia leucophylla*
Pringles	*Podocarpus sp.*
Wild Coffee	*Psychotria nervosa*

580- 2.03 Quantities:

A. The quantities shown in the leader call-outs in the plans govern the required installed quantities. The Plant List summarizing quantities is provided as a reference only. The Contractor is responsible for his own take-off. Discrepancies must be brought to the Department's attention, in writing, at the time of ordering plant materials.

B. The Department reserves the right to adjust the number and locations of the designated types and species of plants to be used at any of the locations shown. The Department shall make payment based on the actual quantities installed as approved in writing by the Department.

580- 2.04 Fertilizer for Plantings:

A. Provide commercial grade granular fertilizer uniform in composition, dry and in a free-flowing condition for application by suitable equipment, delivered in unopened bags or containers, each fully labeled and complying with Florida State fertilizer laws.

B. Provide a complete fertilizer with proper ratio of nitrogen (N), phosphorus (P), and potassium (K) for the specie, including micronutrient trace elements of iron, manganese, zinc, copper, and boron. Provide acid-based, slow-release (sulfur coated) formulas with at least 50% slow-release of nitrogen and potassium.

C. For non-flowering trees, use 13-3-13 high sulfur, iron, and potash; and for flowering trees, use 13-3-13 high sulfur, iron, potash, magnesium, and manganese – both to be acid based, slow-release nitrogen (sulfur coated) to include minor elements (or accepted equal).

D. For palm trees use a 'palm special type' 13-3-13 to include minor elements, very high sulfur, manganese, magnesium, and iron; 50% slow-release nitrogen and potassium; and acid-based (sulfur coated) or accepted equal.

E. For non-flowering trees, use 13-3-13 high sulfur, iron, and potash; and for flowering trees, use 13-3-13 high sulfur, iron, potash, magnesium, and manganese – both to be acid based, slow-release nitrogen (sulfur coated) to include minor elements (or accepted equal). For accent plants, ground covers and woody ornamentals, use 13-3-13 that includes micro nutrients, 25% sulfur coated area, 50% slow release nitrogen, or accepted equal.

580- 2.05 Top Mulch:

A. Mulch shall be recycled, not harvested wood, and made entirely from the wood and bark of the Melaleuca quinquenervia tree, eucalyptus tree, cypress blend by-product (**Pure Cypress shall NOT be used on State Roads**), or mixed hardwoods. The mulch shall be shredded, cleaned, sized, and aged (heated) to destroy weed seeds, pathogens, and insects. It shall not contain more than 10% (by volume) bark. Shredded pieces of mulch shall not be larger than ¾" diameter and 1-1/2" in length. Mulch shall be free of weeds, seeds (including Melaleuca spp. seeds), soil, and any other organic or inorganic material.

B. Prior to its delivery, mulch shall have been inspected and certified by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proof of delivery shall bear official State of Florida stamp of inspection and certification (Grade AA, A or B). Deliver in bags or bulk by the cubic yard.

C. All material specified shall be processed specifically for use as mulch around trees and plant beds. The use of construction wood or wooden pallets (which do not decompose and/or may harbor pests), the use of fresh-wood mulch (which deprives surrounding plants of nitrogen), or the use of color dyed mulches, is prohibited.

580- 2.06 Water:

Contractor shall provide water, labor, and equipment (including a self-canceling nozzle with a diffuser) necessary to distribute water as required for all installed materials using hand-watering methods. Existing or proposed irrigation systems will not be relied upon to provide water for

newly planted materials. Use water free of elements toxic to plant and/or animal life. Refer to SECTION 585– SITE MAINTENANCE for detailed watering specifications.

580- 2.07 Guying and Staking Material:

A. Support stakes shall be structurally sound, #2 grade, yellow pine round lodge pole free of knot holes, splinters, checks, or cracks, and sized and arranged as per details on plan.

Braces, Battens, and anchor stakes pads shall be structurally sound, #2 grade, yellow pine; free of knot holes, splinters, checks, or cracks, and sized and arranged as per details on plan.

1. Minimum nominal size of vertical stakes: 2” x 2” round lodge pole with the length adjusted as appropriate for proper staking relative to tree height or as per specifications/details.

2. Minimum nominal size of angled braces: 2” x 2” round lodge pole with the length adjusted as appropriate for proper staking relative to tree height as per specifications/details.

3. Anchor stake pads for braces to be 2”x 4” and a minimum of 12” long.

4. Battens for braces to be 2”x 4” and a minimum of 12” long.

B. Banding at brace battens for heavy trunked palms and specified trees shall be minimum 1” steel manufactured specifically for banding – minimum two (2) bands per palm. Wrap palm trunks (excluding Washington palms) with minimum of five (5) layers of heavy nursery grade, burlap cloth before installing battens.

C. For small trees using vertical support stakes, trunks shall be secured to such stakes with guying material that is wide, smooth, sturdy and flexible plastic or rubber such as Wellington tape or accepted equal. Guying tape to connect trunk to support stake at 90°. This flexible tape shall replace the traditional guy wire and hose method in order to avoid damage to trunk and branches.

D. Unless the appropriate painting bid item is included in the applicable work order, then all vertical stakes, angled braces, anchor stake pads, and/or battens shall be provided and installed as natural, unpainted wood. When the appropriate painting bid item number is included in the applicable work order, then the wood for all vertical stakes, angled braces, anchor stake pads, and/or battens shall be painted Forest Green using Behr exterior grade flat latex paint, or accepted equal, such that there is complete coverage of all surfaces. This

painting shall be done prior to delivery of the wood staking and bracing material to the planting site. The only painting allowed at the planting site will be minor touch-up by brush only for saw cuts, abrasions, nicks, etc. There shall be no spray painting at the planting site. Care shall be exercised to avoid wet paint coming into contact with the tree/palm, Wellington tape, banding, or burlap. To the extent that painted vertical stakes, angled braces, anchor stake pads, and/or battens are proposed by the Contractor for re-use, then in addition to meeting other specification requirements, they shall receive a fresh, complete coat of the above specified paint. This complete paint coverage shall be maintained in good condition until staking and bracing materials are removed from the planting site. The Department reserves the right, at its discretion, for the Department to require painting of staking and bracing material.

580- 2.08 Root Barrier Material:

The Contractor shall provide and install rigid root barrier, DeepRoot UB 48-2 by Urban Landscape Products, or flexible fabric root barrier, Typar Biobarrier Root Control System as manufactured by Reemay, Inc., or accepted equal, as directed by the Department or as indicated in the plans or as required by the permitting agencies. All safety precautions and installation procedures prescribed by the manufacturer shall be adhered to.

580-3.00 Execution

580- 3.01 General:

A. The Contractor's Work shall conform to accepted horticultural practices as used in the trade, unless specifically directed to the contrary by the Contract documents or otherwise by the Department.

B. Plants shall be protected upon arrival at the site by being thoroughly watered and properly maintained until planted. If a balled and burlapped (B&B) tree is not planted within 12-hours of delivery then the rootball shall be kept covered with a moist material to prevent drying of root growth tips until planting. Plants shall not remain unplanted on-site for a period exceeding 24-hours. All sod must be installed within 72 hours of harvest from the source farm. Any sod which is not planted within 24 hours after cutting shall be stacked in an accepted manner and maintained in a properly moistened condition. Any sod left on the work site for more than 48 hours before installation will be rejected. All sod delivered to the work site will be contained on 48" x 48" wooden pallets and individual pieces be no smaller than 12" x 24".

C. The Contractor shall install and maintain all plants (through final acceptance) in accordance with the requirements of the project plans, bid documents/specifications, and applicable standards as listed under ITEM 580- 1.04 B.

580- 3.02 Layout of Planting Holes:

A. The approximate location of some existing above-ground and underground utilities, structures, and other improvements are shown on the landscape plans for general information purposes only, and are not to be relied upon nor regarded as relieving the Contractor of responsibility for verifying exact field locations. All such improvements shall be investigated and verified in the field before starting Work. Refer to ITEM 580- 1.03 F for other applicable requirements.

B. Should the Contractor encounter overhead or underground obstructions, median modifications, or other conditions which interfere with the specified locations for plantings, then the Contractor shall immediately notify the Department and alternate planting locations or plan modifications will be selected and approved by the Department. Trees which cannot be adjusted to accommodate such conditions and still adhere to clear sight spacing and clear zone requirements, will be eliminated.

C. Before digging of planting holes, the location and arrangement of the planting shall be marked by the Contractor. The Contractor shall notify the Department a minimum of 48-hours in advance (excluding weekends and/or holidays). The Department shall reserve the right to approve or reject all marked tree locations which shall conform to the requirements of the specifications, plans, and details unless otherwise addressed above.

580- 3.03 Tree and Palm Installation:

A. All planting holes shall be excavated to size and depth specified herein and in accordance with the plans and details, and backfilled with the prepared Planting Soil Backfill Mix as specified. The general planting procedures for all trees and palms, whether B&B or container grown, are similar except as noted below.

1. Container-grown trees and palms:

a) Any container-grown (CG) plants which have become pot-bound or for which the top system is too large for the size of the container, shall be rejected.

b) CG plants shall not be removed from the container until immediately before planting, and with all due care to prevent damage to the root system. At such time, all

containers shall be cut and opened fully, in a manner that will not damage the root system.

c) Trees in containers shall be carefully removed from the pots, cans, boxes, or other containers in a manner not to damage the roots or the rootball of soil formed by the container. Scraping the rootball on the sides and bottom to stimulate new root growth outside of the existing rootball should be performed prior to placement into the hole.

2. Balled and Burlapped Trees and Palms: Always move B&B plants (except heavy trunked palms) by the rootball only. Never use the trunk as a handle to pick up or move these plants. Care should be taken not to disturb the rootball, as this would severely damage the root system. Removal of all the burlap before planting is not necessary (if it is biodegradable fabric), although the top one-third (1/3) of the burlap shall be pulled back and cut off.

   If accepted for use under ITEM 580- 2.02 E.2.b, synthetic fabrics and wire baskets require special attention. Remove woven plastic fabrics and nylon twine completely after setting the plant in the hole since such nondegradable materials can girdle stems and roots as they expand through the material. However, this practice may not be feasible when moving large trees that have been sleeved in woven plastic materials before being placed in wire baskets. Slice the material through the wire basket and remove as much as possible to facilitate healthy root growth into the landscape soil. Once the tree is set in the planting hole, cut off $1/3^{rd}$ of the wire basket (that is not under the rootball) before backfilling.

3. Palms: Generally, procedures for planting balled and burlapped trees are suitable for palms. Palms shall be harvested with a rootball appropriate for the size and species of palm per the current Florida Grades and Standards. Foliage of all palm species except Sabal palmetto shall have the leaves tied with a biodegradable twine or burlap in a bundle around the bud. Fronds shall be untied by the time of the first quarterly inspection, unless the Contractor deems this to be detrimental to the palm. Complete leaf removal at the time of digging is required when planting Sabal palmetto, however, protection is required for heart frond and bud.

B. Circular planting holes with vertical sides shall be excavated for all trees. The diameter of planting holes for all trees shall be a minimum of 1.5 times larger than the rootball, per planting details, unless prevented by site obstructions or otherwise authorized in writing by the Department. The depth of each planting hole shall be not less than 6” deeper than the height of the root ball or container as applicable and as per planting details.

C. Trees shall be set in planting holes on the specified prepared planting soil mix backfilled and brought to a height to permit the top of the rootball to be 2" above the surrounding finish grade at the completion of tree installation. This allows for some settling such that the final planting will be at the same depth the plants grew in the nursery. All trees shall be planted in a vertical position (plumb). All trees shall be handled by a padded nylon strap around the rootball for lifting purposes. Heavy-trunked palms may be lifted by the trunk provided the lifting strap is padded.

D. After placing the tree in the hole, the planting soil specified herein shall be slowly watered into place in layers and then firmly tamped to eliminate voids and air pockets and to ensure the backfill mixture is surrounding the rootball. Do not overly compact the soil to the point that it would be detrimental to the tree's health. All tamping shall be such that no trees will settle below their original growing height and the surrounding finish grade. Do not mound any soil over the roots.

E. For water retention, a minimum 6" high circular earthen berm (water ring) shall be formed around each tree such that the inside edge is located at the perimeter of the 6' wide planting hole.

F. All trees shall be thoroughly watered at the time of planting and kept adequately watered to ensure healthy Florida Grade No. 1 trees until time of final acceptance. No allowances will be made for tree or palm losses due to lack of adequate or proper watering. Following initial acceptance the watering requirements of ITEM 585- 3.01 C shall be complied with.

G. Pruning shall be done on-site after planting (with due regard to the natural form and growth characteristics of each specie) to remove damaged limbs, to remove branches falling within the required clear site window, or as directed to improve overall plant appearance. Do not remove more than 15% of branches unless otherwise approved by the Department in writing. Pruning methods shall follow standard horticultural practices using appropriate tools. Lopping, shearing, or topping of plant material will be grounds for rejection. Damaged, scarred, frayed, split, or skinned branches, limbs, or roots shall be pruned back to live wood, unless such damage, once so corrected, causes the tree to not meet the Florida Grade No. 1 standard, thus requiring tree replacement at no additional expense to the Department. The central leader or bud shall be left intact unless severely damaged, in which case the tree will be replaced at no additional expense to the Department. Remove any tree leader dowels and fasteners at the time of planting.

H. During the course of planting, excess and waste materials shall be removed by the end of each day's operations. When planting in an area has been completed, all debris from planting

operations shall be removed and the area maintained in this finished state until final acceptance.

580- 3.04 Fertilizing:

After planting tree, and prior to mulching the saucer, apply the recommended types and quantities of fertilizer appropriate for tree type according to the manufacturer's recommended rate specifications for new plantings. Apply fertilizer to the soil surface within the saucer area such that the granular fertilizer is mixed into the top 6" of soil around the edge of the root zone to the perimeter of the saucer berm and then watered in. Never allow fertilizer to touch the trunk of the tree to avoid burning by soluble salts. The use of tablet-type fertilizers such as ***"Agri-Form" or equal,*** to be placed in the planting hole prior to backfilling is also acceptable.

580- 3.05 Mulching:

A. Prior to mulching the saucer area around each tree, remove all weeds, debris, and rocks (over 1" diameter), and then level the soil inside the saucer area surrounded by the circular berm without covering the top of the rootball.

B. A 3" layer of the specified biodegradable mulch shall be placed around all newly planted trees within earth berms surrounding saucers as defined in ITEM 580- 3.03 E and as shown on drawings and as specified. For individual plants, the mulch shall be spread to entirely cover the saucer area within the circular earth berm. Mulch shall be installed and maintained a minimum of 3" away from the trunks of all trees. Once in place, the mulch is to be watered until saturated.

C. This 3" mulch layer shall be maintained around each tree by the Contractor until its final acceptance in order to buffer soil temperature, reduce weed competition, conserve moisture, and increase soil nutrient availability.

580- 3.06 Guying and Staking:

A. Guy and stake plant materials as specified and detailed to assure upright form, and in accordance with the following:

1. All trees with calipers smaller than 2-1/2" shall be staked with three (3) vertical stakes 120° apart. All trees with calipers between 2-1/2" and 4-1/2" inclusive shall use four (4) vertical stakes 90° apart. All stakes shall be 2"x 2" round lodge poles (with length sized relative to tree height such that stakes reach the height of major branching), set vertically at least two (2') feet into the ground, and at least 12" deep into undisturbed

soil, and also set against the planting hole wall. The tree shall be centered within the stakes and held firmly in place by Wellington Tape (or accepted equal), and tied to the stake and the tree to prevent slippage. Tighten guying tape as necessary to ensure tree is secured in upright position.

2. Heavy-trunked palm trees and trees with calipers over 4-1/2" shall be braced with a minimum of four (4) 2"x 2" round lodge pole wood braces (with length sized relative to tree height), toe-nailed to 2"x 4"x12" minimum battens which are tightly secured at two points to the tree (with 1" steel banding), at a point at least 1/3 the clear trunk height. Provide one (1) batten per brace minimum with additional battens as needed to prevent banding from touching trunk. The braces shall be set at an angle between 45° and 60° to the ground. The trunk shall be padded with five (5) layers of burlap under the battens (except for Washington palms). Braces shall be approximately 90° apart and secured underground by 2"x 4"x12" minimum anchor stake pads hammered such that the deepest point is at least ten (10") inches below finish grade. Anchor stake pads shall not be exposed more than 2" above finished grade and be located no farther from the trunk than 6" from the outside toe of the earth berm around the saucer. The tree shall be centered within the braces.

B. All trees and palms shall be staked/braced on the same day as installed, and at no time shall any newly planted tree or palm remain without stakes for more than 24-hours after installation. The Department may prohibit completion of any further Work until all plant material has been appropriately staked.

C. The Contractor's guying and staking shall prevent trees from falling or being blown over (including by high winds). The Contractor shall re-straighten, replant, and restake all trees which lean or fall, and remove all trees which are damaged due to lack of proper guying and staking within two (2) working days of notification by the Department. The Department will determine if the fallen tree is damaged and is to be replaced. Such decision shall not be cause for additional expense to the Department. Damaged trees shall be replaced and guyed or staked at no additional cost to the Department within 30 calendar days of notification occurring at quarterly inspections.

D. All guys and stakes found to be too loose or damaged shall be repaired, tightened, and/or replaced within two (2) calendar days of notification by the Department at no cost to the Department. Guys and stakes shall be fully maintained to provide adequate structural support for the plant providing a neat, orderly and clean appearance. In cases of stake or brace damage caused by circumstances beyond those covered in the Contract, such as vehicular accidents, the Contractor shall replace damaged stakes as specified by the Department at bid price.

E. At the Contractor's discretion, all guying and staking material should be removed between the sixth (6^{th}) and twelfth (12^{th}) months following planting. At the Contractor's option, the anchor stake pads shall be either completely removed or driven into the ground such that the top of the stake is a minimum depth of 4" below grade. The Contractor shall notify the Department fifteen (15) calendar days prior to removing guying and staking material. Removal of guying and staking materials shall not relieve the Contractor of any responsibilities of any warranted materials that may be in place.

580- 3.07 Maintenance Prior to Initial Acceptance (at installation):

The Contractor's maintenance shall commence after each plant is planted and shall continue until Initial Acceptance (at installation), after which the formal minimum twelve (12) month maintenance/guarantee period shall commence. All maintenance operations before and after Initial Acceptance (at installation), shall be conducted consistent with Specification SECTION 585- SITE MAINTENANCE, which includes the guarantee and replacement requirements.

The Contractor shall maintain Florida Grade No. 1 quality until final acceptance. This plant maintenance shall include watering, pruning, weeding, cultivating, mulching, fertilizing, repairing or replacing stakes and guys, replacement of sick or dead plants, resetting plants to proper grades or upright position, restoration of the circular earth berm around the saucer, protection from insects and diseases, and all other care required for proper growth and health of the plants. **Proper protection of grassed areas shall be provided and any damages resulting from planting or maintenance operations shall be repaired promptly. If determined to be necessary by the Department, disturbed areas shall be re-sodded to match existing turf at no additional cost to the Department.**

580- 3.08 Sod/Seed Installation And Maintenance Prior To Initial Acceptance

A. Elimination of Existing Turf Cover: **Certified applicator** must be licensed with the Florida Department of Agriculture and Consumer Services Department as list under Chapter 482 and 487 Florida Statutes. The certified applicator must provide State of Florida certification license to use restricted pesticides and herbicides. Existing vegetation cover is to be sprayed with a non-selective herbicide such as Glyphosate (Roundup) or equivalent. Herbicide is to be applied at a rate of active ingredient per gallon as specified on the product label. All spraying must be done with a low volume / low pressure sprayer and applied in a manner that will minimize drift and contact with adjacent plant materials or vehicular traffic. No spraying will be allowed under inclement weather conditions or wind in excess of 5 miles per hour. If an indicator dye is used in the spray mixture, it must not come into contact with the curb, gutter, traffic separator, or other concrete surfaces. The Contractor is responsible

for the removal of any stains caused by indicator dyes to these surfaces. The resulting dead vegetation is to be raked and removed.

B. Site Preparation: The site is to be prepared for sodding/seeding by the removal of debris such as sticks, rocks, roots and litter and the establishment of final grade. The locations of any existing irrigation systems are to be noted and all sprinkler heads flagged prior to the beginning of site preparation work. All holes and depressions are to be filled with backfill material that consist of 50% sand and 50% organic soil. Existing high spots in the median surface are to be leveled with the resulting grade facilitating the sheet-flow of water to the curb line. The soil perimeter at the inside curb line is to be excavated to a depth of 3/4" to 2" to allow the top of the base of the installed sod to be flush with the top of the curb. Any soil that is spilled outside of the median must be removed immediately.

C. Sod Installation: The sod is to be placed onto the prepared site in a pattern with staggered seams. All sodding must be done in contiguous areas with no large gaps between planting sites. Each piece of sod must be abutted against the one adjacent to it. All gaps between pieces of sod will be filled with partial sod pieces or topsoil. No gaps greater than ½" in the seams between the individual pieces of sod will be accepted. All parts of the sod must be must be in firm contact with the soil surface and any corners or edges that overlap other pieces of sod must be trimmed. The sod must be kept 2 feet away from the trunks of any existing trees with a symmetrical circle of bare ground being established around each tree. All sod shall be topdressed with screened soil mixture of 75% organic soil and 25% sand that is free of rocks sticks or other debris. After the topdressing operation is completed the sod is to be compacted with a 1,000 lbs. roller.

D. Site Cleanup: All wooden pallets, partial sod pieces, piles of backfill material, equipment and debris must be removed from the job site prior to the approval of Substantial Completion.

E. Irrigation: As soon as the area covered by a single zone of irrigation is sodded, the system should be activated and 0.10" to 0.25" of water applied to the sod. The newly planted sod is to be irrigated twice a day between the hours of 10:00 a.m. and 2:00 p.m., unless watering restrictions are in effect, for a period of 10 days or until a root system has been established as evidenced by substantial resistance when the sod is pulled away from the soil base.

F. Mowing: The Contractor is responsible for an initial mowing of the sod with St. Augustine "Floratam" mowed at 3" and Bahia "Argentine" at 3.5" with a rotary type mower. If the mower is equipped with a side-delivery chute a deflection device should be used to eliminate the discharge of grass clippings into roadway lanes. All lawn discharge shall be raked and remove to eliminate dead grass hayfields.

580- 3.09 Installation of Accent Plants, Ground Covers and Woody Ornamentals

A. Elimination of Existing Vegetative Cover: shall conform to the specifications contained within ITEM 580- 3.08 A.

B. Site Preparation of Planting Beds: The site is to be prepared for planting by the removal of debris such as sticks, rocks, roots and litter. The area to be planted shall be excavated to a depth of 18" and backfilled to a level of final grade with a soil mix comprised of 50% sand and 50% screened organic material such as screened muck or compost, guaranteed as weed free. All excavated material is to be removed from the planting site or reused on site at the discretion of the Department representative.

C. Installation of Plant Materials: Plant Materials shall be removed from containers prior to planting. Any rootballs containing regions of compacted or encircling roots shall be loosened by making vertical cuts to the root mass. Plant Materials shall be placed in holes that are slightly larger than the diameter of the rootball with the top of the rootball to be at or slightly above finished grade**. "Terrasorb AG",** or accepted equal, is to be added to the planting hole at a rate of ¼ oz. (1 tsp.) per gallon of rootball being installed, prior to backfilling. Backfilling shall be made with the specified soil mixture and shall be firmly compacted and watered-in, so that no air pockets remain.

D. Pre-emergent Herbicide Application and Mulching: The planted bed shall receive a pre-emergent granular herbicide application using "Ronstar G",or accepted equal, applied using methods and rates as specified on the manufacturer's label prior to the application of mulch. Applicator must be certified with the State of Florida FDACS. Mulch products used in bed plantings shall conform to the specifications as listed in ITEM 580- 2.05.

END OF SECTION

SECTION 585
SITE MAINTENANCE SPECIFICATIONS

SECTION 585 IS ADDED TO THIS SPECIFICATION

585–1.00 General

585- 1.01 Work Included:

A. The maintenance work consists of providing all labor, materials, equipment, permits, MOT, (**Maintenance of Traffic,)** and incidentals necessary to perform all required landscape maintenance commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period.

B. Grassed areas beyond the perimeter of the earth berm/watering saucers will be maintained by others.

585- 1.02 Related Work Specified Elsewhere:

Section 580– Landscape Installation: These provisions shall apply to all Work in Section 585– Site Maintenance as appropriate.

585- 1.03 General Operating Specification:

Refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (July 2021 edition), as the general operating specification document, however Section 580, Landscaping is deleted and replaced with the specifications for LANDSCAPE INSTALLATION (SECTION LI) and the SITE MAINTENANCE (SECTION SM) herein. Maintenance of traffic requirements are described in the Contract Documents.

585- 1.04 Protection:

Protect all plants, wildlife, site furniture, paved surfaces, and buildings during maintenance procedures and the application of chemicals. When using equipment and chemicals, use according to manufacturer's directions and specifications. Repair or replace any items damaged through improper use of equipment or application of chemicals at no cost to the Department. Contractor shall submit a copy of the certified applicable pest control licenses to the Department and Material Safety Data Sheets for all products to be used for this Work. Apply all chemicals after 48-hour's notice to the Department and at a time and in such a manner that the public will not be in contact with nor have any real or imagined harm done to them by the application including, but not limited to, herbicides, insecticides, and fungicides.

585- 1.05 Coordination of Maintenance Schedule:

Coordinate and schedule all Work through the Department. The Contractor shall submit a detailed maintenance schedule for the minimum twelve (12) month maintenance/guarantee period (divided into anticipated quarterly work plans) to the Department for review within fifteen (15) calendar days of receipt of work order and before Initial Acceptance (of installation).

585- 1.06 Quality of Operation:

Provide the maintenance services in a professional manner and keep all areas in a clean, orderly, and safe condition, satisfactory to the Department at all times. Abide by all applicable federal, state, and local laws, ordinances, and regulations.

585- 1.07 Personnel:

A. During all maintenance work hours, provide a qualified, English speaking and competent person in the work area who is authorized to supervise the maintenance operations and to represent and act for the Contractor.

B. All personnel shall be required to wear proper attire which, as a minimum, includes a standard shirt carrying company name and/or logo, present a good appearance and maintain a professional code of conduct.

C. All personnel shall take lunch breaks and use restroom facilities in appropriate areas off site.

585- 1.08 Equipment:

A. All vehicles shall be maintained in good working order, affixed with a company name/logo, painted, with no visible rust and shall be parked on pavement in public areas only. Provide protection of paving from loading ramps. Use tarps/plywood to protect from oil.

B. Fueling mowers, edgers, etc. shall be completed prior to unloading equipment. Re-fueling, addition of oil, etc. shall be done with care and preferably over concrete. Any damage to asphalt or sod/planted areas from gas, oil or chemical spills shall be fully corrected by Contractor.

C. No storage or provision for storage shall be made on site for maintenance equipment or materials. Contractor shall be responsible for transporting equipment and materials to the site and off site in sealed or secured containers and vehicles as required, unless specifically allowed by written agreement.

585- 1.09 Monthly Reports:

On or before the tenth day of each month, submit for approval a written report describing in detail all Work performed by the Contractor under this Contract during the past month (including replacement, mulching, fertilizing, pruning, and chemical application activities). The report shall also include: dates of site inspection(s) by qualified personnel as described in ITEM 585- 1.07;

observations of the general health and vitality of all plantings; the locations and severity of any pests encountered; detailed descriptions of all chemical treatments applied; the general condition of areas maintained; descriptions of damage and vandalism; repair or maintenance recommendations; and the proposed general and landscape maintenance program to be performed by the Contractor during the next month. Department shall approve format of monthly reports, and require revised formats as necessary.

585- 1.10 Routine Quarterly Inspections:

During the minimum twelve (12) month maintenance period, the Contractor will be required to make maintenance inspections with the Department on a quarterly basis for weeks number 13, 26, and 39 from the date of Initial Acceptance (at installation) at a time scheduled by the Department. Problems identified during these inspections and corrective actions to be taken (with time frames) will be listed by the Contractor and be incorporated into an amended version of the upcoming quarter's work plan, unless otherwise indicated by the Department.

585- 1.11 Guarantee, Replacement, and Final Inspections:

A. Guarantee: All Work shall be guaranteed during the minimum twelve (12) month maintenance/guarantee period during which all plants are to be maintained to meet Florida Grade No. 1 as per Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services (henceforth referred to as Florida Grades and Standards). All trees shall be alive, healthy, and in satisfactory growth throughout the guarantee period.

B. Replacements: The Department will be the authority to determine which "Replacement Category" described below applies to each tree and what, if any, action is to be taken.

1. If, at any time during the minimum twelve (12) month maintenance/guarantee period, the Department identifies plant material that are substandard, unhealthy, dead, damaged or otherwise in unsatisfactory condition, then such plant material shall be removed and replaced/staked by the Contractor as per the following at no additional cost to the Department.

a. Remove such plant material within fifteen (15) calendar days of written notification by the Department, and fill planting holes immediately with soil to finish grade level. This notification may occur at any time in addition to quarterly inspections.
b. Replace such plant material within thirty (30) calendar days after the written notification occurring at quarterly inspections.

c. The Department reserves the right to remove any unhealthy, substandard, damaged, or dead plant material with prior notification to the Contractor, however, the Contractor shall replace such trees as per these specifications.

2. Fallen or leaning trees shall be removed (if damaged or otherwise substandard) or uprighted/restaked (if apparently healthy and meeting Florida Grade No. 1).

a. Those trees requiring removal shall be removed within two (2) working days of written notification by the Department. Planting holes of removed trees shall be immediately filled with soil to finish grade level.

b. The Department, without prior notification to the Contractor, reserves the right to remove, reposition, any fallen or leaning tree encroaching into a vehicular travel lane or creating any other situation affecting public health, safety, welfare.

3. Plant material showing clear evidence of being damaged or knocked down by vehicular accidents will be removed by the Department and replaced by the Contractor on a unit cost basis within thirty (30) calendar days after the written notification occurring at quarterly inspections.

4. The Contractor shall notify the Department by written fax of each successfully completed plant material removal and/or replacement and each shall be identified by station number location shown on the planting plans.

5. All replacement plant material shall become guaranteed for a minimum of twelve (12) months from the date of their initial acceptance for replacement installation, and follow the same maintenance/guarantee period requirements specified herein for originally planted trees.

C. Final Acceptance:

1. Final Acceptance shall follow General Provision 5-10.2.

2. Not withstanding the above, the Department reserves the right to accelerate the date of any final acceptance (thereby ending the maintenance/guarantee period) when the Department deems such action is in the Department's best interest.

3. Earth berm rings utilized to retain water within the saucer area of each tree (located at the perimeter of the 6'-wide planting hole) must be maintained throughout the entire guarantee period, but are to be knocked down to level grade just before the

semi-final inspection for each tree. To accommodate mowing patterns, the previously circular mulched area for each tree shall be reshaped by the Contractor into an oblong eye-shaped area running lengthwise down the median 8' wide x 16' long as per project details. The grassed areas affected by the reshaped mulched areas shall be treated with an herbicide as per manufacturer's specifications for weed-removal before applying mulch. A 3" layer of mulch shall be applied by the Contractor to the entire eye-shaped area before final acceptance. The mulch area of trees that are clustered in tight groupings may be merged to form one mulch bed if approved in writing by the Department.

585-2.00 PRODUCTS

585- 2.01 Landscape Maintenance Materials:

A. Water: Use water free of elements toxic to plant and/or animal life. Contractor shall provide (within the unit cost for each tree) labor and equipment necessary to distribute water as required for all installed materials using hand-watering methods. Existing or proposed irrigation systems will not be relied upon to provide water for newly planted materials.

B. Replacement Trees: Conform to the type, species, grade, standard, size and method of installation as originally specified unless otherwise directed in writing by the Department. For replacement trees which differ from the original plants, the Contractor must obtain prior written approval by the Department, and submit a credit/debit statement, as appropriate.

C. Planting Soil Backfill Mix: As specified in SECTION 580- LANDSCAPE INSTALLATION.

D. Fertilizer: As specified in SECTION 580- LANDSCAPE INSTALLATION.

E. Top Mulch: As specified in SECTION 580- LANDSCAPE INSTALLATION.

F. Herbicides: Use herbicides recommended for the control of the types of weeds encountered as recommended by the University of Florida Cooperative Extension Service. **Limited Certification for Commercial Landscape Maintenance Personnel is required by Statute 482.156.**

G. Insecticides: Use insecticides recommended for the control of the types of insect pests encountered. Insecticides shall be EPA approved. **Limited Certification for Commercial Landscape Maintenance Personnel is required by Statute 482.156.**

H. Fungicides: Use fungicides recommended for the control of the types of fungi encountered. Fungicides shall be EPA approved. **Limited Certification for Commercial Landscape Maintenance Personnel is required by Statute 482.156.**

585-3.00 EXECUTION

585- 3.01 Landscape Maintenance:

General: Maintain all plantings in a healthy, vigorous and attractive condition so as to maintain the required Florida Grade No. 1 for all plantings as per Florida Grades and Standards, commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period.

A. Tree and Palm Maintenance:

1. Pruning and Trimming:

a. Trees (excluding palms): Prune all trees to remove dead, broken, or infected branches, suckers, vines and dead or decaying stumps and all other undesirable growth. Perform pruning to maintain Florida Grade No. 1 growth habit. To enhance the appearance of specific trees, the Department may request additional pruning. Perform all pruning in accordance with American Association of Arborists standards and recommendations and also those of Florida Grades and Standards. Do not remove more than 15% of branches unless otherwise approved in writing by the Department. Buckhorning (also called 'hat-racking') of any tree is not permitted.

b. Palms: Prune all palms to remove dead or substantially brown fronds only.

c. Woody Ornamentals: Prune all Woody Ornamentals to remove dead or substantially brown branches, maintain Florida Grade No. 1 growth habit, maintain Department prescribed shape and maintain compliance with sight datum windows and maintain limits of clear sight.

d. Debris Removal: Remove and properly dispose of off-site all clippings, leaves, branches, sticks, and twigs after each pruning.

2. Fertilization: Apply specified complete fertilizers that are accepted by the Department at manufacturer's recommended rates. Notify the Department 48-hours in advance of applications. Consistent with Contractor's submitted detailed maintenance schedule in ITEM 585- 1.05, fertilize all trees two (2) times per year between March and October (no closer than four (4) months apart). Broadcast fertilizer inside saucer area around the edge of the root zone. Fertilizer must not be allowed to touch the trunk.

3. Mulching:

a. Maintain a three (3") inch layer of mulch in all plant beds around all trees. Replenish to specified depth prior to each quarterly inspection during the minimum 12-month maintenance/guarantee period. Maintain mulch at 3" clear from all tree trunks. Apply mulch after fertilizing, never before.

b. The Contractor shall be responsible for re-mulching activities (including re-establishment of earth berm of saucer) necessitated by washouts, foot traffic, automobile damage or unforeseen circumstances.

4. Weed Control: On a monthly basis, remove weeds mechanically or by spot treatment with accepted herbicide in all plant beds (including the mulched saucer area and the surrounding earth berm). All herbicides, including pre-emergents, are to be used according to label specifications during the maintenance period. All planting areas/mulched areas shall be weed-free for the final inspection.

5. Sucker Removal: Remove sucker growth monthly from all areas of the trunk, its base, and root zone.

6. Insect Control: Control insect pests which infest plant materials, and control ant mounds which may occur in landscape areas. Record insecticides and other remedies on the monthly work report.

7. Plant Replacement: Refer to ITEM 585- 1.11 B.

B. Watering for plant establishment:

GENERAL PROVISIONS

1. All installed trees shall be hand-watered over the entire root zone with a slow soaking at 4-gallons per minute for deep root penetration and protection of surface roots, mulch, and earth berm around saucer. Contractor shall be responsible for adequate watering of all installed trees from the time of planting until final acceptance at the completion of the minimum twelve (12) month maintenance/guarantee period.

2. The following water guidelines have been established for Contractor's information only and shall be considered only as an estimate of water need. Depending on climate, rainfall, soil, and plant conditions, the Contractor shall adjust the water schedule and amount per application to meet optimum plant growth conditions. The Contractor shall be responsible for monitoring climate and plant soil moisture conditions, and determining if watering beyond or less than the watering guideline described below shall be applied. Water shall not be paid for separately, but shall be included in the unit cost per tree.

WATER USE GUIDELINES

Amount of Water Applied:

Trees and Palm Trees: Apply a minimum of 15-gallons water per tree at each application. Water applied should be a slow soaking at 4-gallons per minute maximum.

Minimum Frequency Guidelines for Hand-Watering:

Material	Day	Frequency	No. Applications
Plant Material	1-30	Daily	30
"	31-180	Every 3rd Day	50
"	181-325	Every 7th Day	20
"	326-361	Every 12th Day	3

3. Frequency and number of applications may vary due to climate, rainfall, soil, and plant conditions. Less water may be used during wet, cool periods whereas more water may be needed during hot, dry periods. Contractor shall adjust as needed for optimum plant health. The minimal frequencies suggested above shall not limit the Contractor's responsibility for providing adequate watering and acclimation for the proper establishment of all trees.

4. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by the Contractor by filling with topsoil, reshaping earth berm and saucer,

tamping to re-stabilize slopes, and replacing lost fertilizer and mulch at no additional cost to the Department.

5. Contractor to use a self-canceling nozzle with a spray diffuser on the end of the hose to ensure water is applied gently so as not to displace mulch or expose root systems.

6. Proof of watering, in the form of receipts, meter readings or other written documentation, shall be presented with the Contractor's monthly reports.

C. Monthly Reports:

Complete monthly reports as described in ITEM 585- 1.09.

D. Payment Schedule:

The Contractor shall submit invoices for each unit bid price item by the percentages below:

1. Following written Initial Acceptance (at installation): 70% payment will be made with 30% retainage on trees only. All other bid items will be 100% payment at final acceptance by the Department.

2. After the six month inspection, at the Department's discretion: 20% retainage shall be released using the retainage balance.

3. Following written Final Acceptance of Work at the end of the minimum 12-month Maintenance/Guarantee Period: Final payment (10%) based on above using the retainage balance will be made.

E. All cost associated with the performance of Work under this Contract including but not limited to all materials, labor, and equipment shall be included in the unit bid item price for each tree.

END OF SECTION

SECTION 590
IRRIGATION SYSTEM CONSTRUCTION

SECTION 590 IS ADDED TO THE SPECIFICATION AS FOLLOWS:

590–1.00 General

590- 1.01 Scope of Work:

A. Irrigation systems shall be constructed using sprinklers, valves, piping, fittings, controllers, wiring, etc. of sizes and types as shown on the drawings and as called for in these specifications. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

Sprinkler lines, valves, piping, wiring, etc. are essentially diagrammatic. Minor adjustments in location to suit field conditions are anticipated. Major relocations shall have prior approval of the Department.

Unless otherwise specified or indicated on the drawings, construction of the irrigation system shall include furnishing, installing and testing of all mains, laterals and fittings, furnishing and installing of sprinkler heads, gate valves, control valves, controllers, and control wires, etc.; all necessary specialties and accessories such as backflow preventers, pump stations, excavation and backfill, and all other Work in accordance with the plans and specifications as required for a complete system.

B. The Contractor shall obtain all permits and pay required fees to any governmental agency having jurisdiction over the Work. Inspections required by local ordinances shall be arranged as required. Upon completion of the Work, satisfactory evidence that all Work has been installed in accordance with the ordinances and code requirements shall be furnished to the Department.

C. While working on medians or on the roadside, proper traffic control shall be used to protect workers and the public. Traffic control operations for installation and for future maintenance shall be in accordance with the Palm Beach County Streetscape Standards Manual, dated October 29, 2003, and as stated in the Maintenance of Traffic Section in these Contract Documents. All Work shall be done in accordance with all local and state codes and standards. All above ground apparatus and structures that are installed shall be kept a minimum of 6' from the adjacent travel lane.

590-2.00 Products

590- 2.01 General:

All materials to be incorporated in this system shall be new and without flaws or defects and of the quality and performance as specified and meeting the requirements of this section. All material to be incorporated into an irrigation system that utilizes re-use water shall have the appropriate labels and bear the proper color (Pantone Purple PVC) as required by the service provider. All material overages at the completion of the installation are the property of the Contractor and are to be removed from the site.

590- 2.02 Pipe and Fittings:

Pipe sizes shall conform to those shown on drawings. No substitutions of smaller pipe sizes will be permitted but substitutions of larger sizes may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

A. Polyvinyl Chloride (PVC):

1. All plastic pipe shall be continuously and permanently marked with the following information:

    a. manufacturer's name
    b. pipe size
    c. schedule number, class or SDR number
    d. type of material
    e. code number

2. Unless otherwise noted on the drawings, all plastic pipe fittings shall be Schedule 80 polyvinyl chloride free from manufacturing defects.

3. Solvents used for joining must comply with the requirements of ASTM-D-2466 and be recommended by the manufacturer of the plastic pipe used.

4. All PVC main lines 2 ½" or larger shall have provision for expansion and contraction provided in the joints. All joints shall be designed for gasketed o-ring pipe. A push-on joint with a coupling manufactured as an integral part of the pipe barrel consisting of a thickened section with an expanded bell with a groove to retain a rubber sealing ring of uniform cross section similar and equal to Johns-Manville Ring-Tite and Ethyl Bell Ring or made with a separate twin gasket coupling similar and equal to Certainteed Fluid-Tite are acceptable. Circular gaskets shall conform to the requirements of ASTM designation F477. All O-ring pipe shall be Class 200.

5. All tees and elbows connecting to the o-ring mainline shall be ductile iron manufactured for use with PVC O-ring pipe, Harco or accepted equal.

6. Underground detectable marking tape shall be Line Guard or accepted equal.

7. When directional bore is chosen as the method by which to install sleeves, the selected main line pipe shall be smooth continuous HDPE SDR 11 with appropriate fittings for connection to Rigid PVC O-ring main line. Manufacturer shall be KAF-FLEX, (800) 451-7646 or accepted equal.

8. Main line, 2" or smaller, may be Schedule 40 PVC or HDPE with Schedule 80 PVC fittings as approved or directed by Department Representative.

9. All lateral lines shall be Schedule 40 PVC.

B. Galvanized Steel:

Galvanized steel pipe shall conform to the requirements of ASTM Designation A 120, Schedule 40. At threaded joints between PVC and metal pipes, the metal shall contain the socket end and the PVC side, the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

C. HDPE SDR 11:

HDPE SDR 11 shall conform to the requirements of ASTM, ANSI, AWWA, etc., standard specification is incorporated by reference in these Specifications, the reference standard shall be the latest edition and revision.

590- 2.03 Risers:

A. All sprinklers shall have a flexible riser assembled by the use of flexible polyethylene pipe. The inside diameter of the polyethylene pipe shall be the same diameter as the sprinkler head inlet.

B. Swing joints used with rotor and spray bodies shall be by Lasco or accepted equal.

590- 2.04 Valves:

GENERAL PROVISIONS

A. Backflow Preventer (used only for potable water supply):

The backflow preventer shall be a Reduced Pressure Zone (RPZ) type, as accepted by Palm Beach County Water Utilities Department, capable of having a flow rate that is greater than or equal to that which comes from the meter.

The backflow preventer body shall be constructed of bronze and the internal parts of stainless steel. A backflow preventer is not required for reclaimed water (gray water), but a check valve of the same size as the delivery line is required.

B. Manual Valves:

All zone shut-off valves of sizes 2" or smaller shall be all bronze double d590wedge type with integral taper seats and non-rising stem. Those in-ground shall be installed in a separate valve box. Gate valves shall be NIBCO, T-113-K or equal American made, conforming to MSS SP-80 @ 200psi/13.8 Bar

C. Automatic Control Valves:

Shall be Irritrol 100P-1.5 FC with omni-reg pressure regulator, Toro P-220-27-0-6 (pressure-regulated angle type), or accepted equal. All control valves shall be provided with an equal sized gate valve installed upstream from the control valve and included in the same valve box.

D. Pressure Relief Valves:

The pressure relief valve shall maintain constant upstream pressure by passing or relieving excess pressure, and shall maintain close pressure limits without causing surges. The pressure relief valve shall be a fast opening, slow closing, 125 class flanged globe type valve. See plans for size (1” minimum) and opening pressure.

E. Air/Vacuum Relief Valves:

The air/vacuum relief valve shall be a 2” AR Series Combination Air and Vacuum Release Valve by BERMAD, or accepted equal. Install a 1-½” gate valve to allow isolation of relief valve for periodic cleaning and maintenance. The relief valve shall be installed in an approved valve box on a 1-½” ‘swing joint’ riser affixed to a saddle tap at the top of the mainline at the highest location in the system, in both directions from the source, or as directed by the engineer. Install in a traffic rated valve box per section 590-2.05.

590- 2.05 Valve Box:

To be polymer concrete with fiberglass reinforcement with a “Tier 15 or Tier 22” traffic rated cover, embossed with the word ‘Irrigation”, as certified by the manufacturer. Recommended manufacturers are CDR systems Corp., Ormond Beach Florida and Quazite, Lenoir City, Tennessee, or accepted equal. Size to be 12" X 18" with plain cover (no metal). Optional sizes shall be a minimum of 18” x 12” x 12” or lager if more than 1 ACV is to be installed with cover. The appropriate valve zone numbers shall be tagged or stenciled on the underside of the lids. Color of valve box to correspond with type of water used.

590- 2.06 Sprinkler Heads:

A. Quick Coupler Valves:

Quick coupler valves shall be two-piece heavy duty brass with locking vinyl cover. Rainbird Model #33 DL RC or accepted equal to be used where specified on the drawings. Provide (2) Model 2049 cover keys with (2) swivel hose ell adapters, Model SH-O or those suitable for use with equal manufacturer. Any quick-couples used with reclaimed water or surface water must be permanently labeled “Do Not Drink” in English and in Spanish.

B. Sprinkler Heads:

Toro 570Z-6P-PRX, 570Z-6P-ZXF, or accepted equal shall be provided where specified on the drawings. Rotor heads shall be Hunter PGP with stainless steel risers, K-Rain Pro-Plus, Toro EZ Adjust, or accepted equal. All heads located on slopes shall be equipped with a Check Valve Seal.

C. Bubbler Heads:

Bubbler heads shall be adjustable with a full circle delivery pattern. Rainbird 1300 A-F, Toro 514-20, Irritrol 533 or accepted equal, shall be provided where specified on the drawings.

590- 2.07 Electrical Control Wiring:

All electrical control wiring shall be UF which has been approved for direct underground burial.

A. Ground/Common wire shall be American wire gauge size 12.

B. Control wire shall be American wire gauge size 12, or as specified on the drawings.

C. Electrical control wire Two-Wire system cable decider cables between the controllers and the decoders shall be Hunter 1D1 GRY, 1D1PUR, 1D!YWL, 1D1,ORG, 1D1BLU, and/or 1D!Tan Twisted Blue and Red insulated solid copper conductors, 14 Gauge, 14/2 AWG A.K.A. Paige P7313D Direct Burial Decoder Cable Part Number 1701116RB with a high density polyethylene insulation as manufactured by Paige, Two-Wire Control System wiring between the single decoder and the zone valve shall be 14/2 AWG Paige DTS Cable.

590- 2.08 Pump Station:

A. Pump shall be as specified on the drawings.

1. Submersible pump requires the following:

a. A cased well of appropriate size and depth as specified on the drawings to accept the specified pump and motor (see well specifications).

b. A submersible pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Goulds, Sta-Rite, Aerometer or accepted equal to be installed with a pressure relief valve. Submit performance curves prior to installation.

c. One 6" thick concrete, below-ground vault, Model #PB4848-48 by Oldcastle Precast, Inc., or accepted equal. Required inside dimensions shall 48” x 48” x 48” deep. Vault shall have a concrete bottom containing drain hole(s) and an Aluminum 48” x 48” cover. 300 PSF load rating, Model #ADP300 by U.S.F. Fabrication, Inc., or accepted equal. The vault shall be core drilled as necessary to connect tanks to discharge pipe (see Item d below).

d. One rust control tank and one fertigation tank. Tanks shall be 55 gallon capacity, 20” dia. x 38” deep seamless molded plastic, minimum 1/8" thick, Model #TC2038IA by Chem Tainer Inc., or accepted equal. Tanks shall have piped connections to two injector pumps then to the discharge side of the pump. Injector pumps shall be wired to pump control and be capable of delivering between 10 and 100 parts per million. Pumps shall be a solenoid driven metering pump, LMI Unidose, Model # UO42-281, or accepted equal.

e. Electrical equipment shall be mounted on an aluminum, unistrut rack (3” x 1’-4” U-Channel uprights with 2” x ¼” L- Channel cross braces). The rack shall contain the irrigation controller and motor control/starter in a NEMA 4x enclosure, injector pumps (see Item d above) and a NEMA 4x circuit breaker panel with manual shut-off. A rain sensor, Hunter Industries ‘Mini Click’ “C”, or accepted equal shall be

required. Connection from the irrigation controller to the rain switch shall be via a conduit adapter mounted on a pole, per code, or through the integration of a wireless rain cut-off. All electrical work must be performed by a licensed electrician. Electrical service meter shall be mounted 36" above grade on its own unistrut rack at the base of the pole where the riser has been installed and provided with a 2P3W Fused NEMA 4X rated stainless steel Manual Disconnect with UL Class RK-5 Fuses, all sized per applicable codes for the pump being installed.

f. For pumps 5 HP and larger, a Jayco, or accepted equal, 1-¼" pressure relief valve and an Ames Cla Valve, or accepted equal pressure regulating and pressure sustaining valve, pressure gauge followed by a gate valve, both of the same size as the main line.

g. A Coast Guardshack cage fabricated from expanded metal, or accepted equal, to enclose the well head and both valves, mounted on a concrete pad as per the manufacturer's specifications.

h. Concrete vaults shall contain sump pumps wired to the power panel. Pumps shall be ¼ hp, Myers, Model # 525VI, 115 V, or accepted equal. Install PVC discharge pipe, with an appropriate check valve of the same size as the discharge line, just below grade for a minimum distance of ten feet with a 4" PVC pop-up discharge blow off cover by NDS or accepted equal located above a 2'x2'x2' Gravel Sump.

2. Centrifugal pump station requires the following:

a. A cased well of appropriate size and depth as specified in the drawings (see well specifications).

b. A centrifugal pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Flint & Walling with brass impeller (for all 3hp or smaller pumps), Goulds, Sta-Rite, Sullivan Electric or accepted equal, to be installed with a pressure relief valve and Hot Stop or similar emergency shut-off device. Submit performance curves prior to installation.

c. Concrete vault as described in Item 2.08-A1c above.

d. Rust control and fertigation tanks as described in Item 2.08-A1d above.

e. Electrical equipment and mounting as described in Item 2.08-A1e above.

f. Pressure regulating valve with a pressure gauge as described in Item 2.08-A1f above.

g. A pump enclosure, Canal Screens, Inc., or accepted equal, sized to house the pump and the pressure regulating valve and gate valve if applicable, set on an aluminum skid and anchored to a concrete pad of the size recommended by the enclosure manufacturer.

h. A check valve, by STRATAFLO PRODUCTS, INC, on the intake side of the pump of the same size as the intake pipe installed either inside or outside of the pump enclosure.

3. Potable, reuse or surface water supplies require the following:

a. Plans shall be submitted to the appropriate water utility for review. Contractor shall pay any plan review fees. Palm Beach County will arrange for water service and tap, and will pay any service initiation fees.

b. An RPZ backflow preventer, as accepted by Palm Beach County Water Utilities Department, Ames Cla Valve or accepted equal, pressure regulating and pressure sustaining valve, pressure gauge followed by gate valve installed by a licensed plumber beyond the water meter.

1. When reclaimed water is used, the requirements are the same as those for potable water, except that a check valve shall be installed instead of the RPZ backflow preventer.

2. When the water source is surface water such as a lake or canal, the requirements are the same as those for a centrifugal pump station except for the well. In addition, the suction pipe shall be fitted with a Plum Creek, Aqua Queen or accepted equal, self-cleaning intake screen installed as per manufacturer's specifications.

B. Pipes, valves, fittings, etc., shall be galvanized steel in sizes and locations as shown on the plans. No PVC shall be used above ground.

590- 2.09 Controller:

Shall be Sentinel Field Satellite as manufactured by Toro, or accepted equal, in stainless steel pedestal mounted cabinet, mounted adjacent to the aluminum unistrut (see Item 2.08-A1e above). Provide an additional 120V, 15 AMP electrical outlet for auxiliary power and a Data Industrial Model IR-PR flow sensor (size determined by size of mainline). Flow sensor shall be located as

indicated in details within a 11" x 11" x 18" polymer concrete box with fiberglass reinforcement and fitted with a locking traffic rated cover. Provide each satellite controller with a hand held radio and radio port, one surge protection board, antenna or 56K phone modem D-Series by DATA Comm for Business, U.L. approved ground rod/plate protection (separate grounding protection is required from the pump station) and pump start. Contractor shall be responsible for hook up and verification of positive connection to Central Controller. Pump controls shall be mounted on aluminum unistrut with fused shut-off, meter and rain sensor. Electrical service shall be U.L. approved, installed by a licensed electrician and provided with a molded breakaway plug and connector installed in a traffic rated approved in ground pull box.

Toro Sentinel "Water Management System" central controller, or approved equal. This unit shall communicate with the central, and have a mother-board and one 96 Station daughter-board which is compatible with a two-wire communication path with Toro ISP decoders.

For information and prices, contact Wesco Turf at (954) 429-3200.

590- 2.10 Communication Tower:

Shall be a freestanding tripod G-25 by ROHN, or accepted equal, with 12" spacing. Antenna shall be installed per manufacturer's directions in the location indicated in the plans or as directed by Department personnel. The number of sections required to provide positive communications shall be determined at the time of installation.

590-3.00 EXECUTION

590- 3.01 Surface Conditions:

A. Inspection:

1. Prior to all irrigation work, the Contractor shall carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

2. The Contractor shall coordinate Work with electrical and paving contractors, as needed.

3. The Contractor shall verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original designs, the referenced standards, and the manufacturers' recommendations.

4. The Contractor shall call Sunshine State One-Call of Florida, Inc. at 1-800-432-770 to verify utility locations at least 48 hours prior to digging. The Contractor shall be responsible for contacting or locating other utilities. The Palm Beach Water Utilities Department also must be contacted at (561) 641-3429, or the appropriate water utility having jurisdiction over the project area, to verify locations and depths of underground utilities.

5. If the irrigation system is damaged as a result of improper construction or coordination on the part of the Contractor, the damage shall be repaired by the Contractor at no expense to the Department.

B. Discrepancies:

1. In the event of a discrepancy, the Contractor shall immediately notify the Department. 100% coverage and 100% overlap is required regardless of any site changes.

2. The Contractor shall not proceed with the installation in areas of discrepancy until such discrepancies have been fully resolved in writing by the Department.

590- 3.02 Field Measurements:

The Contractor shall make all necessary measurements in the field to insure precise fit of items in accordance with the specifications found in the drawings. The final layout of the project must be approved by the Department before any Work commences.

590- 3.03 Trenching and Backfilling:

A. Trenching for plastic pipe shall be excavated to sufficient depth and width to permit proper handling and installation of pipe and fittings. The backfill shall be thoroughly compacted and leveled off to adjacent soil level. The backfill shall contain no lumps or rocks larger than 3 inches. The top six inches of backfill shall be free of rocks larger than 1", subsoil or trash. Pipe trench shall be sodded if placed in an existing sodded area and shall not settle after backfilling.

B. Minimum Depth of Cover:

1. The minimum depth of cover for main lines shall be 24" with a layer of Line Guard installed at a depth of 6".

2. For lateral lines on the discharge side of the E.R.C.V., minimum depth of cover shall be 18".

3. For Line Guard (main lines only), minimum depth of cover shall be 6".

4. Requirements of the FDOT Utility Accommodation Manual and the specific Utility Permit Conditions shall take precedence over the above standards for Work in State Roads.

590- 3.04 Installation of Piping:

A. Inspection of pipe and fittings:

The Contractor shall carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs, and reaming as required. Install all pipe with all markings up for visual inspection and verification.

B. The Contractor shall coordinate Work with Site Contractor to locate sleeves of size and location as shown on the drawings.

C. Plastic Pipe:

1. The Contractor shall exercise care in handling, loading, unloading, and storing plastic pipe and fittings; store plastic pipe and fittings under cover until ready to install; transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid bending and concentrated external load.

2. The Contractor shall repair all dented and damaged pipe by cutting out the dented or damaged section and rejoining with a coupling.

3. In joining, use only the specified solvent and make all joints in strict accordance with the manufacturer's recommended methods. Give solvent welds at least 15 minutes set up time before moving or handling and 24 hours curing time before filling with water.

4. For plastic-to-steel connections, work the steel connection first; use a non-hardening pipe dope on all threaded plastic-to-steel connections and use only light wrench pressure.

D. Galvanized Pipe:

1. Make all cuts to galvanized pipe square with all cuts thoroughly reamed and all rough edges or burrs removed.

2. Make all pipe threads sound, clean-cut, and well fitting.

3. Use pipe dope on male fittings only.

4. Make all screwed joints tight with all the necessary wrenches, but without handle extensions.

E. Pavement Crossings:

1. Sleeves under decorative paving or sidewalks are to be schedule 40 PVC and installed at depth of 24" and extended 12” beyond edge of walk.

2. Sleeves under vehicular paving are to be HDPE installed at a depth of 36" and extended 24” beyond edge of pavement or back of curb.

3. Installation shall be HDPE under existing pavement to be by directional bore. Any pavement, curb, sidewalk, or other surface damaged during boring shall be replaced to Palm Beach County and FDOT specifications.

4. The Contractor shall provide the GPS State Plane Coordinates for location of all landscape irrigation sleeve ends and install 3M Electronic markers at the sleeve ends during construction

5. Pull String shall be added to any HDPE or Schedule 80 sleeving.

590- 3.05 Installation of Equipment:

A. Manual control valves and electric remote control valves:

The Contractor shall install manual and electric remote control valves in control boxes where indicated on the drawings, a minimum of 18” from back of curb, in accordance with the manufacturer’s recommendations.

B. Motor, pump, pressure control valves, check valves and main shut-off gate valves:

Install where indicated in the drawings, in accordance with drawings and with manufacturer’s recommendations.

C. Air Relief Valves:

Install where indicated on the drawings at highest elevation, in accordance with manufacturer's recommendations.

D. Pressure Relief Valves:

Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

E. Sprinkler Heads:

Installation of Irrigation Heads: Heads shall be placed to finished grades. Locate sprinkler heads a minimum of 12" from back of curb. Upon installation heads shall be flagged by colored markers for positive identification in field. Prior to operation of heads, the Contractor will lay an area 2' x 2' of sod around each head. Sod shall be laid so that it is even with the finished grade. Heads must be firmly set so as to withstand being driven over with soft tire equipment without damage. Rotor heads require swing joint assemblies.

F. Thrust Blocking:

1. In general, thrust blocks are required on the main line at the following locations:

   a. Where the pipe changes direction of the water (i.e., ties, elbows, crosses, wyes and tees).

   b. Where the pipe size changes (i.e., ties, elbows, crosses, wyes and tees)

   c. At the end of the pipeline (i.e., caps and plugs).

   d. Where there is an in-line valve.

2. Blocks shall be concrete, having a calculated compressive strength of 3,000 psi. Install as shown on details.

G. Controllers:

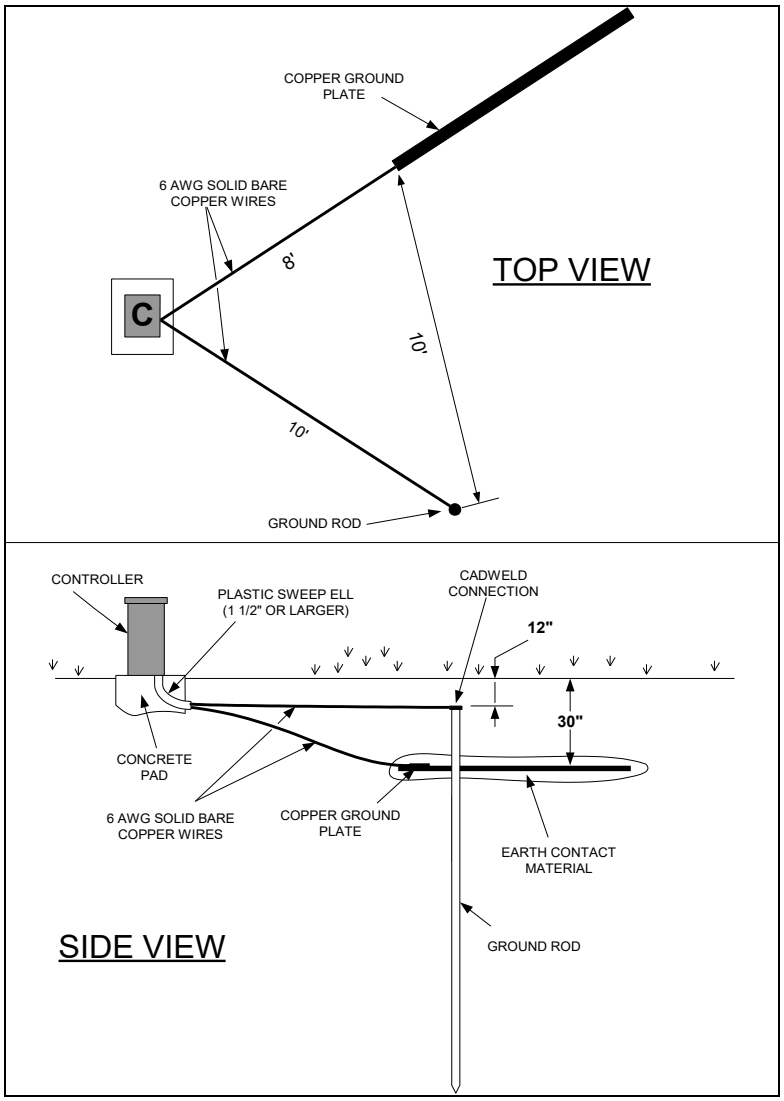
The Contractor shall install controllers at locations as shown on plan according to manufacturer's recommendations.

H. Lightning Arrestor:

The Contractor shall install an arrestor at each controller location shown on the plans to provide lightning protection on both primary and secondary sides of all controllers in accordance with Article 250 of the National Electrical Code (NEC.) Grounding, bonding, and shielding components will include the items described in the following paragraphs, at a minimum.

EARTH GROUNDING

Use grounding electrodes that are UL listed or manufactured to meet the minimum requirements of Article 250-52 of the 2002 edition of the NEC. At the very minimum, the grounding circuit will include a copper clad steel ground rod, a solid copper ground plate and 100 pounds of PowerSet® earth contact material, as defined below and per the following detail. This detail is the minimum requirement for supplementary grounding of any electronic equipment. Other details, for a multitude of field situations, are available form the American Society of Irrigation Consultants, ASIC Guideline 100-2002 (www.asic.org, "Design Guides".)



Ground rods are to have a minimum diameter of 5/8" and a minimum length of 10 feet. These are to be driven into the ground in a vertical position or an oblique angle not to exceed 45 degrees at a location 10 feet from the electronic equipment, the ground plate, or the wires and cables connected to said equipment, as shown in the detail above. The rod is to be stamped with the UL logo [Paige Electric part number 182007.] A 6 AWG solid bare copper wire (about 12 feet long) shall be connected to the ground rod by the installer using a Cadweld GR1161G "One-Shot" welding kit [Paige Electric part number 1820037.] This wire shall be connected to the electronic equipment ground lug as shown in the detail above.

The copper grounding plate assemblies [Paige Electric part number 182199L] must meet the minimum requirements of Article 250-52(d) of the 1999 NEC. They are to be made of a copper alloy intended for grounding applications and will have minimum dimensions of 4" x 96" x 0.0625". A 25-foot continuous length (no splices allowed unless using exothermic welding process) of 6 AWG solid bare copper wire is to be attached to the plate by the manufacturer using

an approved welding process. This wire is to be connected to the electronic equipment ground lug as shown in the detail of page 1. The ground plate is to be installed to a minimum depth of 30", or below the frost line if it is lower than 30", at a location 8 feet from the electronic equipment and underground wires and cables. Two 50-pound bags of PowerSet® [Paige Electric part number 1820058] earth contact material must be spread so that it surrounds the copper plate evenly along its length within a 6" wide trench. Salts, fertilizers, bentonite clay, cement, coke, carbon, and other chemicals are not to be used to improve soil conductivity because these materials are corrosive and will cause the copper electrodes to erode and become less effective with time.

Install all grounding circuit components in straight lines. When necessary to make bends, do not make sharp turns. To prevent the electrode-discharged energy from re-entering the underground wires and cables, all electrodes shall be installed away from said wires and cables. The spacing between any two electrodes shall be as shown in the detail of page 1, so that they don't compete for the same soil.

The earth-to-ground resistance of this circuit is to be measured using a Megger®, or other similar instrument, and the reading is to be no more than 10 ohms. If the resistance is more than 10 ohms, additional ground plates and PowerSet® are to be installed in the direction of an irrigated area at a distance of 10', 12', 14', etc. It is required that the soil surrounding copper electrodes be kept at a minimum moisture level of 15% at all times by dedicating an irrigation station at each controller location. The irrigated area should include a circle with a 10-foot radius around the ground rod and a rectangle measuring 1-foot X 24-feet around the plate.

All underground circuit connections are to be made using an exothermic welding process by utilizing products such as the Cadweld "One-Shot" kits. Solder shall not be allowed to make connections. In order to ensure proper ignition of the "One-Shot", the Cadweld T-320 igniter must be utilized [Paige Electric part number 1820040.] The 6 AWG bare copper wires are to be installed in as straight a line as possible, and if it is necessary to make a turn or a bend it shall be done in a sweeping curve with a minimum radius of 8" and a minimum included angle of 90°. Mechanical clamps shall be permitted temporarily during the resistance test process, but are to be replaced with Cadweld "One-Shot" kits immediately thereafter.

Proof of effectiveness of lightning arrestor shall be in accordance with manufacturer's guidelines. A maximum of 10 ohms of resistance is allowable.

I. Backflow Preventer:

RPZ Backflow Preventer shall be installed by licensed plumber in a location approved by the appropriate water utility department.

590- 3.06 Electrical Control Wiring:

A. Installation of electrical control cable shall be of the size specified and shall be taped to the bottom of the main line. Expansion joints in the wire to be provided at 200-feet intervals by making 5 to 6 turns of the wire around a piece of ½" pipe. Where it is necessary to run wire in a separate trench, the wire shall be within a PVC sleeve and have a minimum cover of twelve (12) inches.

B. All wire connections at remote control valves, within valve boxes, and at all wire splices, shall be left with a 6' minimum "slack" so that in case of repair, the valve bonnet or splice may be brought to the surface without disconnecting the wires. Waterproof splice to be Rainbird or equal

C. All pump station wiring shall be done by a licensed electrician.

D. All electric control wire shall be sized as recommended by the controller, valve, Two-wire control system and grounding manufacturer, except as otherwise specified. It shall be encased in an orange 1-1/4" HDPE pipe conduit installed in the piping trenches wherever possible and be placed along side of the main line. All Two-Wire cable between decoders/electric wire boxes, along the entire wire paths and into the bottom of the controller or control wire junction box at edge of the pump station shall be encased in the orange HDPE pipe conduit.

E. At all wire connections at remote control valves, decoders and at all wire splices, the wire shall be left with sufficient slack so that in case of repair the valve bonnet, decoder or splice may be brought to the surface without disconnecting the wires. See Zone Valve/Decoder Wiring/Grounding Detail for lengths (30"-60"). All splicing of wire shall take place in valve boxes. All splicing of wires shall be made using UL listed waterproof wire connectors as recommended by the wire manufacturer and per the valve and decoder details which specify 3M BDY and DBR-6 waterproof wire connectors.

F. Each remote control valve shall be connected to a single station decoder shall have wire sizes and coded colors per the Zone Control Valve/Decoder Wiring/Grounding Detail and as recommended by the manufacturer, except as otherwise specified. All decoders, which are connected to the same controller, shall be connected to the Two-Wire path Control System using Decoder Wire, which shall be Hunter 1D1GRY, 1D1PUR, 1D1YWL, 1D1org,1D1tan Twisted blue and red insulated soild copper conductors, 14 Gauge, 14/2 AWG Paige P7313D Direct Burial Decoder Cable part Number 170116RB with high density polyethylene insulation as manufactured by Paige. Each individual controller shall have a separate Two-Wire Path/s wire control system entirely independent any wire system of all other controllers.

Only those remote control valves, which are being controlled by one specific controller, shall be connected to that controller's two-wire control system.

G. Two-Wire Control System wiring between the single decoders and the zone valves shall be 14/2 AWG Paige DTS Cable, color coded with each pair being different colors than the other solenoid wires within the group of solenoids per the Zone Control Valve/Decoder Wiring/Grounding Detail. The decoders shall be installed in a Gray rectangular valve box with "Electric" logo per the Remote Control Valve/Decoder Wiring/Grounding Detail.

590- 3.07 Testing and Inspection:

A. Closing in Uninspected Work:

The Contractor shall not allow or cause any of the irrigation work to be covered or enclosed until it has been inspected, tested, and approved by the Department. Any Work which has been covered shall be exposed for inspection.

B. Flushing:

Before backfilling the main line, and with all control valves in place before lateral pipes are connected, completely flush and test the main line and repair all leaks; flush out each section of lateral pipe before sprinkler heads are attached.

C. Testing:

1. Make all necessary provisions for thoroughly bleeding the line of air and debris.

2. Before testing, fill the line with water for a period of at least 24 hours.

3. After valves have been installed, test all main lines for leaks at a pressure of 100 psi for a period of 4 hours with all couplings exposed and with all pipe sections center-loaded. No more than 5 psi loss will be acceptable.

4. Furnish all necessary testing equipment and personnel.

5. Correct all leaks and re-test until accepted by the Owner.

D. Final Inspection:

1. The Contractor shall thoroughly clean, adjust and balance all systems.

2. The Contractor shall demonstrate the entire system to the Department, proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius arc of coverage and overspray, and that the installed system is workable, clean, and efficient. No irrigation water shall enter the roadway.

590- 3.08 Instructions:

A. Remote Control Legend: Attach a typewritten legend inside each controller door that states the areas covered by each remote control valve.

B. Maintenance Personnel: After the system has been completed, inspected and approved, the Contractor shall instruct the Owner's maintenance personnel in the operation and maintenance of the irrigation system.

C. Provide all manuals, product literature, Warranty Certificates, keys, etc. to the Department - Streetscape Section.

590- 3.09 Plans:

Substantial deviations from piping layout (2' or more) shall be recorded as Work progresses and an as-built plan of the sprinkler system shall be furnished to the Owner as a condition of completion of Work. Forward all bore logs and profiles, tests results and permit copies to the Department - Streetscape Section.

590- 3.10 Guarantee:

All equipment, material, and labor shall be guaranteed by the Contractor for a period of one (1) year after Substantial Completion of the Project. Any defects found, either in materials or workmanship, during the period shall be immediately corrected at the Contractor's expense.

END OF SECTION

SECTION 595
IRRIGATION WELL CONSTRUCTION

SECTION 595 IS ADDED TO THIS SPECIFICATION

595–1.00 General

595- 1.01 Related Documents and General Conditions:

Drawings and General Provision of Contract, including General Supplementary Conditions apply to Work of this Section. The Contractor shall keep a copy of all Contract Documents on-site at all times including drawings, all Specifications and Codes mentioned above, and copies of all logs, and correspondence. All Work shall be done in accordance with all applicable ordinances, laws, codes and regulations. Any changes required by these ordinances, laws, codes and regulations shall be made at no additional expense to the Owner.

595- 1.02 Scope of Work:

The Work covered by this Section of the Specifications shall include, but not be limited to, the following:

A. All labor, equipment, material, and operations necessary for construction, development, and testing of the proposed well (see SECTION - 590IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).

B. All labor and materials necessary to connect well to a specified pump (see SECTION - 590IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).

C. Drill well to a depth as necessary to achieve the required water flow and water quality.

D. The Contractor shall apply for and pay for all permits and licenses required for execution of the Work. Any required signatures by Department officials will be provided. The Contractor shall arrange for, and be present during, all required inspections. Any required additional Work or materials resulting from inspections under the above permits shall be provided at no cost to the Owner.

595- 1.03 Quality Assurance:

A. The Contractor shall inspect the site to determine conditions to be encountered during construction noting all existing and /or proposed utilities (see SECTION - 590IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS for underground utility location procedures).

B. The Contractor shall be responsible for any damage that occurs as a result of the construction. This shall include, but not be limited to, the Owner’s property, underground utilities, and

vehicular traffic. The Contractor shall keep the work area neat and orderly, continually removing rubbish, waste material and temporary structures.

C. Protecting Water Quality:

Take precautions to prevent contaminated water or water having undesirable physical or chemical characteristics from entering the stratum from which well is to draw its supply. Prevent contaminated water, gasoline, etc., from entering well, either through the opening or by seepage through ground surfaces.

If well becomes contaminated or water having undesirable physical or chemical characteristics enters the well due to neglect, provide casings, seals, sterilizing agents or other materials to eliminate contamination or shut off undesirable water. Provide remedial work at no cost to the Owner.

Exercise care in performance of Work to prevent breakdown or caving-in of strata overlaying that from which water is to be drawn. Develop, pump or bail well until water pumped from the well is substantially free from sand.

Protect Work to prevent either tampering with the well or entrance of foreign matter during well development. Upon completion, provide a temporary well cap.

D. Driller's Requirements: An experienced foreman or driller who has authority to take orders from the Department is to be constantly in control of the well site. Upon request, the driller shall furnish well drilling information desired by the Department.

E. The Contractor shall guarantee the water well for one (1) year from the date of initial acceptance by the Department. This shall include all material, workmanship, and well performance.

595- 1.04 Abandonment of Drilling:

A. If it becomes necessary to abandon drilling operations before completion of a water producing well, the Contractor shall follow all regulations for abandonment of the well as required by local authorities having jurisdiction.

B. Should abandonment of drilling be necessary due to poor workmanship or negligence on the part of the Contractor, no compensation will be allowed.

C. Should abandonment of drilling be necessary due to inadequate water supply or for another reason that is deemed to be no fault of the Contractor by the Department, payment for the Work shall be based upon the actual vertical footage completed and shall be paid at the Contract Unit Price for Additional Well Depth In Excess Of Base Depth, or as agreed upon.

595- 1.05 Submittals:

A. Prior to starting construction of the well, the Contractor shall submit to the Department for approval an estimated schedule of the Work to be accomplished and a description of the methods and equipment to be used during construction. The description shall include methods he will use to drill, develop and test the well.

B. The Contractor shall keep accurate logs of the irrigation well and samples of materials drilled through. Take samples of substrata formation at ten foot intervals and/or changes in formation throughout the entire depth of the well.

Provide the following information to the Department for record purposes:

1. Casings: Diameter, thickness, weight per foot of length, depth below grade.

2. Pumping Test: Static water level, maximum safe yield, drawdown at a maximum yield.

3. Drilling Log: Log indicating strata encountered.

4. Alignment: Certification that the well is aligned and plumb within specified tolerances.

The Contractor shall keep an accurate record of the order, number, size and length of the individual pieces of pipe as assembled in the well. The records shall be delivered to the Department upon completion of the Work.

C. The Contractor shall provide to the Department a physical and chemical analysis of water from the finished well. Make the analysis, certified by an approved testing laboratory, in accordance with local requirements, to include the following: total dissolved solids, silica, iron, pH, sulfur, chloride, and salt content.

595–2.00 Products

595- 2.01 Materials:

A. Casings:

The irrigation well casing shall be new black steel pipe, Schedule 40. The joints may be welded or threaded coupling.

B. Grout:
Grout shall be ANSI/ASTM C150, type shall suit project conditions.

595–3.00 Execution

595- 3.01 Well Construction:

A. Annular space shall be continuously filled with grout, with process being completed in a single operation. Subsequent work in the well, such as drilling or other operations, shall be suspended for 72 hours after grouting of casing. The only exception shall be when quick-setting cement is used, when Work may proceed after 24 hours.

B. Install permanent casing with a temporary well cap. Installation of the well cap shall be coordinated with the pump system installer.

C. The well shall be of sufficient size to produce a continuous supply of water at an acceptable quality and specified capacity.

595- 3.02 Well Development:

A. The well shall be developed by such methods that will effectively extract, from a water bearing formation, the maximum practical quantity of sand, drilling mud and other fine materials in order to bring the well to maximum yield per foot of drawdown and to a sand-free condition. This Work shall be performed in a manner that does not cause any undue settlement or disturbance of the strata above the water bearing formation, nor disturb the seal around the well casing, thereby reducing the sanitary protection otherwise afforded by the seal.

B. Development of the well shall continue until water pumped from the well, at a maximum test pumping rate, is clear and free from sand and other debris that is larger than 0.030" in diameter. The water shall be considered sand-free when no samples taken during the test pumping contain more than 2 parts per million of suspended solids per weight. The Contractor shall submit to the Department certification from an approved testing laboratory that indicates the results of the “Non-Filterable Residual” (total suspended solids) test, as specified in the EPA Manual, Section 160.2. A sufficient amount of water to insure a detection limit of less than 2 PPM (mg/L) must be filtered.

595- 3.03 Testing Of Well For Plumbness and Alignment:

A. Set casing plumb and true to line. At a minimum, tests for plumbness and alignment shall be made after construction of the well and before its acceptance. Additional tests may be required during the performance of the Work.

B. Test alignment of the well by lowering a pipe approximately 40 feet in length to a depth of 90 feet. The pipe used for the alignment test shall be not more than ½" smaller in diameter than the portion of casing or hole being tested at the time. The pipe must pass freely through the casing or hole.

C. The well casing shall not be out of plumb more than 2/3 of the diameter of the casing per 100' of length. If the well does not pass this test, the Contractor shall be responsible for repair or replacement of the well.

595- 3.04 Testing Well For Yield and Drawdown:

A. Final pumping tests shall be conducted only after the well has been fully constructed, cleaned out and depth of well accurately measured.

B. A variable capacity test pump shall be provided that has a minimum capacity of the maximum expected yield at total head equal to drawdown in the well, plus the head loss in the pump column and discharge piping.

C. The Contractor shall provide enough discharge piping for pumping unit to conduct water to a point of disposal that will avoid a nuisance or endangerment to adjacent property. Provide and maintain any equipment needed for measuring flow of water such as a weir box, orifice or water meter. The elevation of the water level in the well will then be measured.

D. All labor, power and other necessary materials, equipment and supplies required to operate the pumping unit shall be supplied by the Contractor. The final testing for each well shall consist of four (4) hours of continuous pumping after maximum drawdown has been reached. After completion of the final test, foreign matter such as sand, stones or other debris shall be removed from the well by bailing, sand pumping or other approved methods.

E. After the test pump and auxiliary equipment have been installed, the Department shall be notified a minimum of 3 days prior to the start of any test pumping. Conduct test pumping as follows:

1. Record initial water elevations in the well.

2. Start test pump and make adjustments to bring pump to required pumping rate.

3. Record readings of water level in the well and pumping rate at 30 minute intervals.

4. Water samples shall be taken for analysis at the beginning and at the end of the pump test.

F. Upon completion of the pumping test, record the returning levels in the well at 15 minute intervals until 95% of the well capacity is reached. Prepare notations so that a curve of the recovery rate may be plotted.

G. Provide all test results and other required submittals to the Department.

595- 3.04 Disinfection Of Well:

A. Use disinfection procedures as required by local government agencies. The well must be cleaned of foreign substances after all development work has been completed and it has been satisfactorily tested. Casings should be swabbed, using alkalis if necessary, to remove foreign substances.

B. The well shall be disinfected with a chlorine solution of sufficient strength to provide a minimum chlorine to water ratio of 100 parts per million within the well. The chlorine solution shall be introduced into the well using gravity, pump or drop feeder. A contact period of 24 hours shall be attained; then the well shall be pumped until the chlorine residual is less than 0.2 parts per million.

END OF SECTION

SECTION 800
SPECIAL CONDITIONS – ASBESTOS –
PROCEDURES FOR DEMOLITION OF STRUCTURES –
ASBESTOS MATERIAL REMOVAL

SECTION 800 IS ADDED TO THIS SPECIFICATION

General

This Section is included for the removal and disposal requirements of asbestos material encountered during construction, whether or not it is indicated on the Plans. The following are

special conditions and procedures for the Demolition of Structures and handling and disposal of asbestos cement pipe.

SECTION 1 OF 3: ASBESTOS NOTIFICATION

Federal and State asbestos regulations require, prior to demolition of any structure:

1. An inspection for asbestos-containing Materials (ACM)

2. Removal of specified ACM, and

3. An asbestos notification of demolition received at least ten (10) Working Days prior to demolition.

To meet requirements #1 and #2 above, the Department has surveyed the structure(s) in this Contract for the presence of ACM and every effort has been made to remove Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g., asbestos-cement board and shingles) before releasing this project to the Contractor. Verification of this Work is attached to this Contract. If not attached, it is the Contractor's responsibility to contact the Project Manager of the Department overseeing this Contract, or the Department's Risk Management / Loss Control section to obtain:

1. A copy of the pre-demolition asbestos inspection report; and

2. A copy of Risk Management/Loss Control's memo of approval to proceed to next phase addressed to the Department overseeing the project.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form, titled "Notice of Asbestos Removal Project" (i.e., NESHAP notification, 40 CFR Part 61.145(b)), for each separate address to be demolished to the below listed agencies at least 10 Working Days prior to demolition. The forms are available from the Florida Department of Environmental Protection (DEP) and Loss Control.

SEND ORGINAL TO:
Asbestos Coordinator
Florida Dept. of Environmental Protection
400 N. Congress Avenue
West Palm Beach, FL 33401

SEND COPY TO:
PBC Risk Management/Loss Control
160 Australian Avenue, Suite 401
West Palm Beach, FL 33416-1229
Fax: 561-233-5440

The Contractor must immediately notify the Project Manager of the Department overseeing the project and Loss Control [phone 561-233-5430] if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification, and no demolition may occur without a notice to proceed from the Department. It is the responsibility of the Contractor to call and submit revised NESHAP notifications to the above listed agencies, adhering to required NESHAP timeframes.

The Contractor is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered, or is in poor condition (i.e. not intact), immediately contact the Department's Project Manager or Loss Control.

SECTION 2 OF 3: WORK PRACTICES

Compliance with the following regulations is the demolition Contractor's responsibility:

1. Environmental Protection Agency (EPA) NESHAP 40 CFR Part 61 Subpart M – National Emission Standard for Hazardous Air Pollutants, updated August 2004;

2. Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101;

3. EPA "A Guide to Normal Demolition Practices Under the Asbestos NESHAP", September 1992;

4. Asbestos NESHAP "Adequately Wet Guidance", December 1990; and

5. OSHA Standard Interpretation, dated August 13, 1999, "Requirements for demolition operations involving Materials containing <1% asbestos".

The above regulations include utilizing wet demolition methods and prohibition of recycling the Substructure with presumed or confirmed Category I ACM. Written permission from the Department to the Contractor is needed for said recycling.

SECTION 3 OF 3: COMPETENT PERSON

The Contractor must have a competent person on-site who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with OSHA and EPA.

END OF SECTION

SECTION 987
SOIL LAYER MATERIALS

DELETE SECTION 987 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

987-1 Description

All material shall be suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T

267 and shall have a pH value of 6.0 or greater and less than or equal to 7.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following Materials**.**

987-2 Materials

Prepared soil layer Materials may be obtained from either, or a combination of the following sources:

(1) Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.

(2) Designated borrow pits for the project.

(3) From other sources of organic soil Materials provided by the Contractor.

987-2.1 Organic Soil

This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

987-2.2 Blanket Material

Meet the material classification shown on the Plans and Design Standards, Index No. 505.

987-2.3 Compost

Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

987-2.3.1 Compost for Use as a Soil Amendment

If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

987-2.3.2 Compost for Use as a Mulch

The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inch in size and no greater than 6 inches). Preference shall be given to compost or mulch made from uncontaminated woody waste Materials.

END OF SECTION

DRIVEWAY CONSTRUCTION RELEASE

The Contractor shall have the included "Right of Entry and Release Agreement for Road and Driveway Construction" form executed by each property owner as needed, where driveway construction is required.

The Contractor shall be responsible for all coordination with the property owners for this construction. The Contractor shall provide the County with copies of these executed agreements.

These driveways shall be constructed in accordance with the Plans and the Specifications or as directed by the Engineer. The quantities are included in the 6" concrete sidewalk (driveways) item, 6" base item and asphaltic concrete item for the construction of these driveways.

SPECIAL DRIVEWAY NOTES AND SPECIFICATIONS

1. Contractor shall work in conjunction with the Engineer in contacting and coordinating with property owners of parcels bordering this Roadway, as directed by the Engineer.

2. Contractor shall obtain written permission from property owners for driveway construction and for approval of driveway staking, as directed by the Engineer.

3. Property owners shall have the option of selecting a circular driveway, a "T" type driveway or other modification as approved by the Engineer. The selection is subject to existing site conditions and compatibility to existing driveways.

4. Driveway construction shall consist of 6" concrete on a compacted Subgrade or Superpave Asphalt Concrete (Traffic Level C) (1.5") course on a 8" base, as directed by the Engineer, to match the existing driveway.

5. If the asphaltic concrete option is required, the entire driveway may be resurfaced.

6. During driveway construction, temporary access and parking shall be provided.

7. Items incidental to driveway construction shall be included in the square yard price for the items listed above. Such items include clearing and grubbing, excavation earthwork, grading, restoration of sodding, landscaping, sprinkler systems and all other Work that may be required to complete driveway construction.

RIGHT OF ENTRY AND RELEASE AGREEMENT
FOR ROAD AND DRIVEWAY CONSTRUCTION

PROJECT NAME: CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement

PROJECT NO.: 2019803

PROPERTY ADDRESS: _____

PROPERTY OWNER: _____

CONTRACTOR: _____

THIS AGREEMENT entered into this _____day of_____, 20___, by and between Palm Beach COUNTY (hereinafter referred to as COUNTY), its Contractor and _____ (herein referred to as OWNER), provides as follows:

WHEREAS, the COUNTY is desirous of completing the CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement and as part of this project is willing to construct circular driveway and/or driveway modifications on OWNER'S land to aid in OWNER'S ingress and egress; and

WHEREAS, in order to construct said driveways it is necessary for the COUNTY to enter upon the above described property of OWNER and to perform various excavating and constructing tasks thereon;

WHEREAS, the COUNTY agrees to construct the driveway and/or driveway modification for the benefit of the OWNER, the COUNTY wishes the OWNER to assume full responsibility for design, location, maintenance, and liability for driveway improvements and/or modifications upon completion of the construction.

NOW, THEREFORE, in witness of the above, and in consideration of the COUNTY agreeing to construct said driveway improvements, and for other good and valuable consideration in hand received, OWNER hereby grants unto COUNTY, their Employees, Agents, Contractors, Sub-contractors, and/or Assigns the license and right to enter upon said land of OWNER for the purpose of constructing circular driveway and/or driveway modifications for the undersigned OWNER.

IT IS FURTHER AGREED that the previously referenced considerations, OWNER, hereby releases and holds the COUNTY harmless from any damages that result or might result to OWNER'S property as a result of the COUNTY, the Employees, Agents, Contractors, Sub-contractors and/or Assigns coming upon said land for the purposes previously stated.

IT IS FURTHER AGREED that the license and rights granted herein shall cease upon completion and finalization of the Contract upon which said construction is performed.

IT IS FURTHER UNDERSTOOD AND AGREED that upon completion of construction, OWNER assumes ownership and responsibility for driveway location, maintenance and liability regarding said driveway improvements and agrees to indemnify, and hold the COUNTY harmless from all claims and liabilities that may arise out of the design, existence, location, or maintenance of said driveway.

_____ _____

WITNESS (Signature) OWNER/AGENT (Signature)

_____ _____

WITNESS (Print Name) OWNER/AGENT (Print Name)

PERMITS

The Contractor is advised that the following pages are copies of the applicable permits for this project. If a permit document includes copies of plan sheets, those pages may not be included herein, but are available from the Department upon request or from the permitting agency.

All general and special conditions required by specific permit(s) shall be executed accordingly and it is the Contractor's responsibility to ensure compliance with said conditions.

Any permits requiring "as-built" information and/or certification shall be prepared by a professional engineer or land surveyor licensed in the state of Florida and shall be the responsibility of the Contractor.

The Contractor is responsible for assuring the completion of appropriate construction certifications, and submittal of the construction completion certifications to permitting agencies as required by each permit referenced in these documents.

All costs associated with meeting said requirements, if not included in a bid item, shall be incidental to the Contract and no compensation, either monetary or time, shall be considered.

The Contractor agrees that the entirety of the permits listed below shall govern.

Contract Permits

Permit Number	Permitting Agency	Location of Full Permit Documents
16961-R	South Florida Water Management Dist.	*https://my.sfwmd.gov/ePermitting/PopulateLOVs.do?flag=1*
50-110548-P	South Florida Water Management Dist.	*https://my.sfwmd.gov/ePermitting/PopulateLOVs.do?flag=1*
SAJ-2024-02547	Department of the Army	https://permits.ops.usace.army.mil/orm-public

South Florida Water Management District
Individual Environmental Resource Permit No. 50-110548-P
Date Issued: May 2, 2024

Permittee: Palm Beach County Board Of County Commissioners
Department Of Engineering & Public Works
PO Box 21229
West Palm Beach, FL 33411

Project: CR 880 At Sam Senter Road

Application No. 231201-41477

Location: Palm Beach County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Rich Batewell, III, P.E.
Section Administrator

South Florida Water Management District
Individual Environmental Resource Permit No. 50-110548-P

Date Issued: May 2, 2024	**Expiration Date:** May 2, 2029
Project Name:	CR 880 At Sam Senter Road
Permittee:	Palm Beach County Board Of County Commissioners Department Of Engineering & Public Works PO Box 21229 West Palm Beach, FL 33411
Operating Entity:	Palm Beach County Board Of County Commissioners Department Of Engineering & Public Works PO Box 21229 West Palm Beach, FL 33411
Location:	Palm Beach County
Permit Acres:	8.21 acres
Project Land Use:	Transportation
Special Drainage District:	Highland Glades Drainage District
Water Body Classification:	CLASS III CLASS III CLASS III
FDEP Water Body ID:	3254 3252A 3248A
Wetland and Surface Water Impacts:	0.78 acres
Conservation Easement to District:	No
Sovereign Submerged Lands:	No

Project Summary
This Environmental Resource Permit (ERP) authorizes the Construction and Operation of a stormwater management (SWM) system serving 8.21 acres of roadway development known as CR 880 at Sam Senter Road.

The project proposes the construction of a new bridge crossing over the L-13 Canal (Ocean Canal) on Sam Senter Road with associated rip-rap abutments, and an eastbound left turn lane, widening of paved shoulders, and SWM system improvements along County Road (CR) 880. The SWM system improvements along CR 880 include re-grading roadside swales. Refer to Exhibit No. 2.0 for CR880 Plans and Exhibit No. 2.1 Sam Senter Road Bridge plans.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description
The site is located east of the town of Belle Glade on CR 880 (aka: East Canal Street South). The project begins 0.50 miles west of Sam Senter Road and ends 0.3 miles east of Sam Senter Road, Palm Beach County. The site is an existing roadway and bridge constructed before the need to obtain Environmental Resource Permits. Refer to Exhibit No. 1.0 for a location map.

For information on wetland and other surface water (OSW) impacts, please see the Wetlands and OSWs section of this permit.

Ownership, Operation, & Maintenance (O&M)
Perpetual O&M of the SWM system will be the responsibility of the Palm Beach County Board Of County Commissioners. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

Engineering Evaluation:

Land Use
Refer to Engineering Evaluation Tables for land use.

Water Quality
The SWM system is designed as four(4) separated control basins, generally each basin provides treatment and storm attenuation to each corresponding area. The water quality required on Sam Senter Road is negligible and the CR 880 roadside ditches are designed to compensate for the water quality requirements on Sam Senter Road.

Overall, The project provides 0.74 ac-ft of water quality treatment within 3 dry detention areas, as found in the Water Quality Table below.

The project includes implementation of a Turbidity and Erosion Control Plan (Exhibit No. 2.0), as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Discharge
The proposed SWM system is divided into 4 sub-basins which discharge via control structures into the adjacent agricultural ditch which discharges into the L-13 canal. A pre- vs. post-development analysis was used for the discharge rate. Refer to the Water Quantity Tables below for discharge and control structure details.

Road Design
Minimum road elevations have been set at greater than 1 foot above the FEMA flood elevation of 13.00 ft NAVD.

Perimeter Berm
The minimum perimeter berm elevations have been set at or above the calculated design storm flood elevation of 9.91 ft NAVD.

Flood Plain
The works proposed in this application will not result in floodplain impacts.

Offsite Flow and Conveyance
There are existing off-site drainage patterns flowing through the site; the agricultural ditch along the east side of Sam Senter Road flows south into the L-13 Canal, and the L-13 Canal flows west to east along the north side of CR 880. These off-site flows will continue to be maintained by the proposed development. No adverse impacts to flows within the L-13 Canal are anticipated.

Certification, Operation, and Maintenance
Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1 - 12.3, ERP AH Vol. I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4, ERP AH Vol. I for Minimum Operation and Maintenance Standards.

Notable project components requiring routine inspection and maintenance may include but are not limited to:

- Side slopes for stormwater lakes and ponds – maintain side slopes no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation and nurtured or planted from 2.0 feet below to 1.0 feet above the control elevation pursuant to Section 5.4.2, ERP AH Vol. II.
- Conveyance pipes, conveyance structures and discharge structures – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Exfiltration trenches – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Swales – maintain the permitted cross-section and vegetative cover.
- Underground storage facilities – all facilities must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Pumps – float switches should be inspected and any obstructions removed to ensure proper operation; intake and discharge pipes should be maintained clear of trash, sediment and vegetative debris; motors should be maintained to ensure proper operation.

Engineering Evaluation Tables:

Land Use

Basin	Land Type	Area (ac)	% of Total Basin
CR880-1	Impervious	1.40	55.34
	Pervious	1.13	44.66
	Total:	2.53	100%
CR880-2	Impervious	1.08	65.06
	Pervious	0.58	34.94
	Total:	1.66	100%
CR880-3	Impervious	1.32	36.07
	Pervious	2.34	63.93
	Total:	3.66	100%
Sam Senter	Impervious	0.36	100.00
	Pervious	0.00	0.00
	Total:	0.36	100%
Total Project	**Impervious**	**4.16**	**50.67**
	Pervious	**4.05**	**49.37**
	Total	**8.21**	**100%**

Water Quality

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)	Overflow Elevation (ft NAVD88)
CR880-1	Treatment	DRY DETENTION	0.22	0.30	10.50
CR880-2	Treatment	DRY DETENTION	0.17	0.13	10.50
CR880-3	Treatment	DRY DETENTION	0.23	0.31	10.50
Sam Senter	Treatment	DRY DETENTION	0.06	0.00	

Bleeder

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Dia.(in)	Invert EL (ft NAVD88)	Receiving Body
CR880-1	7.50	DS-1	Discharge	1	Circular Orifice	3.00	7.50	Ag ditch to L-13
CR880-2	7.50	DS-2	Discharge	1	Circular Orifice	3.00	7.50	Ag Ditch to L-13
CR880-3	7.50	DS-3	Discharge	1	Circular Orifice	3.00	7.50	Ag Ditch to L-13

Inlets

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Length (in)	Width (in)	Crest EL (ft NAVD88)	Receiving Body
CR880-1	7.50	DS-1	Water Quality	1	FDOT MOD D DROP INLET	49.0	37.0	9.50	Ag ditch to L-13
CR880-2	7.50	DS-2	Water Quality	1	FDOT MOD D DROP INLET	49.0	37.0	9.50	Ag Ditch to L-13
CR880-3	7.50	DS-3	Water Quality	1	FDOT MOD H DROP INLET	79.0	37.0	9.50	Ag Ditch to L-13

Environmental Evaluation:

Wetland and OSW Description
There are no wetlands located within the project site. The project site contains OSW totaling 0.78 acres. The OSW consist of the SFWMD Ocean Canal (L-13) and the Highland Glades Water Control District's (HGWCD) N Canal. Please see Exhibit No. 3.0 for OSW locations.

Wetland and OSW Impacts
The project will include 0.78 acres of work in OSWs as described in the Environmental Data Table. Exhibit No. 3.0 identifies the locations of the work within OSWs.

In accordance with Section 10.2.2.3, ERP AH Vol. I, the regulated activity will not adversely impact the value of functions provided to fish and wildlife and listed species by wetlands and OSWs, therefore, mitigation is not required.

Fish, Wildlife, and Listed Species
The project site does not contain significant habitat for wetland-dependent endangered or threatened wildlife species, or species of special concern. No wetland-dependent endangered or threatened species or species of special concern were observed onsite. Submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the permittee from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters:	0.78	acres
Direct Impacts:	0.78	acres
Secondary impacts:	0	acres
Net UMAM Functional Loss/ Gain:	0	units
Total Onsite Mitigation Area:	0	acres
Total Offsite Mitigation Area:	0	acres
Mitigation Provided in Permit No.:		

OSW

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
canal	0.78	Works in Surface Waters	Ditches and Canals			0.000
Total:	**0.78**					**0.000**

Related Concerns:

Water Use Permit Status
Neither irrigation nor dewatering are required for this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Historical/ Archaeological Resources
No information has been received that indicates the presence of archaeological or historical resources on the project site or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places.

This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.

2. Perpetual O&M of the SWM system shall be the responsibility of the Palm Beach County Board Of County Commissioners. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property of the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation. Side slopes shall be nurtured or planted from 2.0 feet below to 1.0 feet above control elevation to ensure vegetative growth.

4. A stable, permanent and accessible elevation reference shall be established on or within 100 feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

5. Prior to initiating construction activities associated with this ERP, the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the West Palm Beach Office at (561) 686-8800 or via e-mail at: precon@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

6. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permitee associated with this project. Please refer to Chapter 68A-27, F.A.C. for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

7. Issuance of this permit does not constitute authorization to perform any work or install any improvements within the District’s right of way (a.k.a. “Works of the District”). Work or improvements within the District’s right of way must be authorized by a separate Right of Way Occupancy Permit. Failure to obtain authorization to perform work or install improvements within the District’s right of way shall require modification of this permit, as may be required, to ensure that all proposed work is and improvements are situated outside of the District’s right of way.

Project Work Schedule for Permit No. 50-110548-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	05/02/2024	Construction Commencement Notice	Prior to Construction	
GC 6	05/02/2024	Submit Certification	30 Days After Construction Completion	
SC 5	05/02/2024	Pre-Construction Meeting	Prior to Construction	

GC = General Condition

SC = Special Condition

Distribution List

Renaud Olivier, PE, Stanley Consultants Inc

Amin Ahmed, Stanley Consultants Inc

Div of Recreation and Park - District 5

US Army Corps of Engineers - Permit Section

Lake Worth Drainage District

Palm Beach County - Environmental Resource Management

Palm Beach County Engineer

City Of Greenacres

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 231201-41477.

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 CR 880 Plans

Exhibit No. 2.1 Sam Senter Road Bridge Plans

Exhibit No. 3.0 OSW Map

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

SFWMD NOTICE GENERAL PERMIT NO. 16961-R
(NON-ASSIGNABLE)

Date Issued: May 8, 2024

AUTHORIZING: **REMOVAL AND REPLACEMENT OF THE EXISTING SAM SENTER ROAD BRIDGE OVER THE L-13 CANAL WITH A PILE-SUPPORTED, CAST-IN-PLACE, CONCRETE DECK BRIDGE AND RIP-RAP BANK STABILIZATION WITHIN THE NORTH AND SOUTH RIGHT OF WAY.**

LOCATED IN: **Palm Beach County**

ISSUED TO: **Palm Beach County Roadway Production**
2300 N Jog Road 3rd Floor West
West Palm Beach, FL 334112745

This permit is issued pursuant to Application No. 231106-41151 dated January 9, 2024 and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

WORK PROPOSED MUST BE COMPLETED ON OR BEFORE May 31, 2027 .

Otherwise, this permit is void and all rights there under are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

SPECIAL CONDITIONS (SPECIFIC PROJECT CONDITIONS) AND LIMITING CONDITIONS ON ATTACHED SHEETS ARE A PART OF THIS DOCUMENT.

Sincerely,

John Hixenbaugh
Section Administrator - Right of Way Section

Special Conditions

1. THIS PERMIT SOLELY GRANTS APPROVAL IN CONCEPT ONLY FOR IMPROVEMENTS IN THE DISTRICT'S RIGHT OF WAY AND DOES NOT AUTHORIZE ANY CONSTRUCTION ACTIVITY BECAUSE PERMITTEE HAS NOT PROVIDED ANY DETAILS REGARDING THE MEANS, METHODS, NEEDS, SCHEDULING OR OTHER ACTIVITIES RELATED TO ACTUAL CONSTRUCTION OF THE PROPOSED IMPROVEMENTS (I.E., USE OF A BARGE, STAGING OF MATERIALS, ACCESS, VEHICLE TYPES, DURATION OF CONSTRUCTION, ETC.). ACCORDINGLY, NO CONSTRUCTION SHALL BE PERMITTED IN THE DISTRICT'S RIGHT OF WAY UNTIL SUCH TIME AS PERMITTEE SELECTS A CONTRACTOR WHO HAS SECURED ITS OWN PERMIT FOR TEMPORARY ACCESS (WHICH, AMONGST OTHER THINGS, MAY AUTHORIZE ACCESS, STAGING, STORAGE, CONSTRUCTION TRAILERS, CRANE USE, BARGES, TEMPORARY UTILITY SERVICE, ETC. WITHIN THE RIGHT OF WAY). CONTRACTOR SHALL SUBMIT AN APPLICATION AND OBTAIN AUTHORIZATION FOR TEMPORARY ACCESS TO THE RIGHT OF WAY IN COMPLIANCE WITH THE “REQUIREMENTS TO ADDRESS MEANS AND METHODS OF CONSTRUCTION; REQUIREMENT TO OBTAIN A SEPARATE ROW PERMIT FOR TEMPORARY ACCESS” DOCUMENT ATTACHED TO THIS PERMIT. PERMITTEE IS STRONGLY URGED TO INCLUDE THIS REQUIREMENT IN ITS CONTRACTS AND/OR BID DOCUMENTS TO ENSURE THAT CONTRACTORS HAVE NOTICE OF THIS REQUIREMENT WHICH MAY CAUSE DELAY IN THE COMMENCEMENT OF WORK AND DELIVERY OF MATERIALS TO THE PROJECT SITE. CONTRACTORS MUST ALLOW REASONABLE TIME FOR REVIEW AND PROCESSING OF THE REQUIRED PERMIT APPLICATION BY THE DISTRICT. THE DISTRICT SHALL NOT BE LIABLE FOR ANY CONSTRUCTION DELAYS, OR LOSSES OR COSTS INCURRED AS A RESULT OF PERMITTEE'S FAILURE TO NOTIFY ITS CHOSEN CONTRACTOR OR BY CONTRACTOR’S FAILURE TO ALLOW TIME FOR PROCESSING OF A PERMIT APPLICATION IN THE DEVELOPMENT OF ITS PROJECT SCHEDULE.
2. THIS PERMIT SUPERSEDES RIGHT OF WAY OCCUPANCY PERMIT NO. 2790, WHICH IS HEREBY CANCELLED UPON ISSUANCE OF THIS PERMIT AND REMOVAL OF THE EXISTING BRIDGE.
3. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL SCHEDULE AND HOLD A PRE-CONSTRUCTION MEETING WITH THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT. NO WORK WITHIN THE RIGHT OF WAY SHALL BE AUTHORIZED WITHOUT FIRST HAVING A MEETING AT WHICH PERMITTEE SHALL BE REQUIRED TO OBTAIN NOTICE TO PROCEED FROM THE FIELD REPRESENTATIVE. IF REQUESTED BY THE FIELD REPRESENTATIVE, PERMITTEE SHALL PREPARE AND PRESENT THE FOLLOWING AT THE MEETING: A) COPIES OF ALL PERMITS THAT MUST BE OBTAINED PRIOR TO THE START OF CONSTRUCTION; B) CONTACT INFORMATION FOR PERMITTEE, THE CONTRACTOR AND/OR THIRD-PARTY INDEPENDENT INSPECTOR, INCLUDING TELEPHONE NUMBERS, EMAIL ADDRESSES AND PHYSICAL ADDRESSES; C) WRITTEN INVENTORY OF ALL VEHICLES AND/OR EQUIPMENT BY TYPE TO ENTER UPON THE RIGHT OF WAY; D) WRITTEN PROCEDURES FOR VACATING THE RIGHT OF WAY WITHIN 24 HOURS NOTICE FROM THE DISTRICT; AND E) CONTACT INFORMATION FOR PERSONS AND/OR VENDORS RESPONSIBLE FOR EMERGENCY VACATION FROM THE RIGHT OF WAY. PERMITTEE SHALL PROVIDE, PREPARE AND/OR PRESENT ANY OTHER DOCUMENTATION, AS MAY BE DIRECTED BY THE FIELD REPRESENTATIVE, IN PREPARATION FOR THE PRECONSTRUCTION MEETING.
4. AN ENVIRONMENTAL RESOURCE PERMIT (ERP) SHALL BE REQUIRED FOR THE PROPOSED WORK. PERMITTEE SHALL PRESENT A COPY OF ITS ERP PRIOR TO OR AT THE REQUIRED PRE-CONSTRUCTION MEETING. NO WORK WITHIN THE CANAL SHALL COMMENCE WITHOUT RECEIPT OF THE ERP AND OTHER REQUIRED REGULATORY PERMITS.

5. PRIOR TO CONTACTING THE DISTRICT FOR A FINAL INSPECTION, PERMITTEE SHALL REMOVE ALL CONSTRUCTION MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY AND RESTORE THE RIGHT OF WAY TO THE SATISFACTION OF THE DISTRICT. RESTORATION MAY REQUIRE, BUT NOT BE LIMITED TO, GRADING, COMPACTION OF SOIL, PLACEMENT OF SOD, AND/OR INSTALLATION OF BANK STABLIZATION MATERIALS (E.G., RIP RAP, FILTER FABRIC CLOTH, ETC.). PERMITTEE SHALL BE SOLELY LIABLE FOR ALL COSTS ASSOCIATED WITH RESTORATION OF THE RIGHT OF WAY. ALL RESTORATIVE WORK SHALL BE PERFORMED IN COMPLIANCE WITH DISTRICT AND/OR USACE SPECIFICATIONS AND DIRECTION.
6. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, PERMITTEE SHALL CONTACT THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT TO SCHEDULE A FINAL INSPECTION. PERMITTEE SHALL BE REQUIRED TO ATTEND THE FINAL INSPECTION AND PROVIDE COPIES OF ANY DELIVERABLES (E.G., CLOSED BUILDING PERMIT, CERTIFIED AS-BUILT DRAWINGS, ETC.) REQUIRED BY THIS PERMIT AT THAT TIME. PERMITTEE SHALL CORRECT ANY DEFICIENCIES IDENTIFIED DURING THE INSPECTION WITHIN THE TIMEFRAME AND IN THE MANNER DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE.
7. WITHIN 30 DAYS OF COMPLETION (OR WITHIN 30 DAYS OF PERMIT ISSUANCE IF THE WORK WAS COMPLETED PRIOR TO THE ISSUANCE OF THE PERMIT), PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ELECTRONIC COPY OF THE REQUIRED DOCUMENTATION CONSISTING OF A CERTIFICATION AND AS-BUILT DRAWING FROM THE ENGINEER OF RECORD. SUCH DOCUMENTATION SHALL INCLUDE THE GPS LOCATION OF THE WORK AND THE DATE THE WORK WAS COMPLETED AND CONFIRM THAT THE WORK WAS PERFORMED IN COMPLIANCE WITH PERMIT CONDITIONS AND ANY OTHER APPLICABLE DISTRICT SPECIFICATIONS. THE DOCUMENTATION MUST BE SUBMITTED TO THE FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT. PERMITTEE SHALL BE REQUIRED TO COMPLY WITH ANY REQUESTS OR REQUIREMENTS FOR DOCUMENTATION OF THE COMPLETED WORK.
8. THE DISTRICT'S REVIEW OF BRIDGE PLANS AND RELATED IMPROVEMENTS ARE LIMITED TO DETERMINING WHETHER THE IMPROVEMENTS IMPACT THE DISTRICT'S OPERATIONS AND MAINTENANCE OF ITS RIGHTS OF WAY OR FLOOD CONTROL SYSTEM. ISSUANCE OF THIS PERMIT BY THE DISTRICT SHALL NOT BE CONSTRUED BY PERMITTEE OR ANY OTHER PARTY AS APPROVAL BY THE DISTRICT OF THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE BRIDGE IS DESIGNED, ENGINEERED AND CONSTRUCTED TO SERVE ITS INTENDED PURPOSE.
9. FOR PURPOSES OF THIS PERMIT, THE AUTHORIZATION INCLUDES THE BRIDGE AND ALL RELATED IMPROVEMENTS AS DEPICTED ON THE APPROVED PLANS, INCLUDING, BUT NOT LIMITED TO, DREDGING, BANK STABILIZATION, DISTRICT ACCESS IMPROVEMENTS, SIGNS, TRAFFIC CONTROL DEVICES, GUARDRAILS, FENCES, SIDEWALKS, GATES, AND GRADING.
10. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL BE REQUIRED TO CONTACT SUNSHINE 811 AND LOCAL JURISDICTION(S) TO IDENTIFY ANY EXISTING BURIED UTILITIES BY USE OF ABOVE-GROUND MARKERS (FLAGS) AND/OR COLOR-CODED INDICATOR LINES LOCATED WITHIN THE LIMITS OF THE PROPOSED WORK AREA.
11. PERMITTEE SHALL ALWAYS BE RESPONSIBLE FOR PROVIDING AND UTILIZING ACCEPTABLE DUST CONTROL MEASURES DURING ITS USE OF THE RIGHT OF WAY.

12. IF A BARGE OR FLOATING WORK PLATFORM WILL BE USED TO PERFORM WORK, THE BARGE WIDTH SHALL NOT EXCEED MORE THAN 25 PERCENT OF THE CANAL WIDTH AT THE SEASONAL HIGH WATER LEVEL AND THE LENGTH OF THE BARGE SHALL BE LESS THAN 50 PERCENT OF THE CANAL WIDTH AT THE SEASONAL HIGH WATER LEVEL. FOR BARGES LAUNCHED FROM A BOAT RAMP, A LETTER OF AUTHORIZATION FROM THE BOAT RAMP OWNER AND A MAP SHOWING ITS LOCATION SHALL BE PROVIDED AT THE REQUIRED PRE-CONSTRUCTION MEETING. NO BARGES MAY BE LAUNCHED FROM THE BANK OF ANY CANAL. IF A BARGE IS TO REMAIN IN THE CANAL OVERNIGHT, SAFETY/ NAVIGATIONAL LIGHTING AND SIGNS SHALL BE USED TO ENSURE PUBLIC SAFETY. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ALL DAMAGES RESULTING FROM PERMITTEE'S USE OF A BARGE WITHIN THE DISTRICT'S RIGHT OF WAY.
13. PRIOR TO WORK ON THE CANAL BANK FOR GRADING AND INSTALLATION OF BANK STABILIZATION, PERMITTEE SHALL INSTALL TURBIDITY BARRIERS WITHIN THE CANAL PARALLEL TO THE BANK AND PROVIDING PROTECTION FOR THE ENTIRE WORK AREA AS DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT. IN ADDITION, TURBIDITY BARRIERS INSTALLED FOR DREDGING ACTIVITIES SHALL BE PLACED AS DIRECTED BY THE DISTRICT.
14. PERMITTEE SHALL CUT THE PILES OF THE EXISTING BRIDGE AT A MINIMUM ELEVATION OF 2 FEET BELOW THE DESIGN BOTTOM OF THE CANAL OR AT AN ELEVATION, AS OTHERWISE DIRECTED BY THE DISTRICT IN WRITING. WRITTEN CERTIFICATION FROM A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA SHALL BE SUBMITTED TO THE DISTRICT VERIFYING THAT THE PILES WERE CUT AT THE ELEVATION REQUIRED BY THE DISTRICT.
15. PERMITTEE SHALL EXCAVATE THE CANAL TO THE DISTRICT'S PRE-DETERMINED DESIGN SECTION HAVING A 40-FOOT WIDE BOTTOM. BOTTOM ELEVATION SHALL BE EXCAVATED TO (-)3.42 FEET NAVD 88 ((-)2.0 FEET NGVD 29) FROM 25 FEET WEST OF THE BRIDGE TO THE FACE OF THE BRIDGE, THEN TRANSITIONING FROM (-)3.42 TO (-)1.42 FEET NAVD 88 ((-)2.0 FEET TO 0.0 FEET NGVD 29) FROM WEST FACE TO EAST FACE, THEN TRANSITIONING FROM (-)1.42 FEET NAVD 88 (0.0 FEET NGVD 29) TO THE EXISTING CANAL BOTTOM, 25 FEET EAST OF THE EASTERN FACE. SIDE SLOPES SHALL BE 2.5-FOOT HORIZONTAL (H) TO 1-FOOT VERTICAL (V) SLOPES. BEYOND THE AREA OF REQUIRED EXCAVATION, PERMITTEE SHALL PERFORM TRANSITIONAL EXCAVATION, AS NEEDED, TO PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AREAS OUTSIDE OF THE WORK AREA AND THE EXCAVATED AREAS WITHIN THE WORK AREA, AND TO ENSURE THAT NONE OF THE WORK PERFORMED WITHIN THE CANAL PRISM CAUSES EROSION, SHOALING OR OTHER ADVERSE IMPACTS TO DISTRICT OPERATIONS AND MAINTENANCE.
16. EXCAVATED MATERIAL FROM THE CANAL SHALL NOT BE STOCKPILED IN THE RIGHT OF WAY. PERMITTEE SHALL REMOVE ALL EXCESS MATERIAL FROM THE RIGHT OF WAY.
17. PRIOR TO THE DRIVING OF THE FIRST PILE, PERMITTEE SHALL PROVIDE TO THE DISTRICT CROSS-SECTIONS PREPARED BY SURVEYOR REGISTERED IN THE STATE OF FLORIDA, VERIFYING THAT REQUIRED EXCAVATION WAS COMPLETED AND THAT THE CANAL DESIGN SECTION COMPLIES WITH DISTRICT REQUIREMENTS. THE CROSS-SECTIONS SHALL BE AT THE SAME LOCATIONS AS THOSE SUBMITTED TO DOCUMENT PRE-EXCAVATION CONDITIONS. NO DRIVING OF PILES SHALL OCCUR UNTIL THE DISTRICT HAS REVIEWED AND APPROVED THE CROSS-SECTIONS AND ISSUED WRITTEN AUTHORIZATION TO PROCEED WITH PILE DRIVING.

18. CROSS-SECTION DRAWINGS REQUIRED BY THIS PERMIT SHALL BE TAKEN PERPENDICULAR TO THE CENTERLINE OF THE CANAL AND INCLUDE THE ENTIRE CANAL SECTION FROM TOP OF BANK TO TOP OF BANK AND EXTEND BEYOND TO THE DISTRICT'S RIGHT OF WAY LINES. CROSS-SECTIONS SHALL BE TAKEN AT 10-FOOT INTERVALS FOR THE ENTIRE WORK AREA, INCLUDING THE REQUIRED EXCAVATION AREA, TRANSITIONAL ZONES AND A MINIMUM OF 10-FEET OF THE EXISTING, UNDISTURBED CANAL (UPSTREAM AND DOWNSTREAM OF THE CROSSING). IN ADDITION, CROSS-SECTION DRAWINGS SHALL BE SUPERIMPOSED OVER THE ORIGINAL (PRE-EXCAVATED) CROSS-SECTIONS OF THE CANAL USING THE SAME HORIZONTAL/VERTICAL SCALE AND INCLUDE THE CROSS-SECTIONAL AREA BELOW THE DESIGN WATER SURFACE ELEVATION FOR BOTH EXISTING AND POST-WORK SECTIONS. ALL DRAWINGS SHALL BE COMPLETED USING NGVD 29 OR CLEARLY INDICATE THE CONVERSION FACTOR TO NAVD 88 ON THE DRAWINGS.
19. THE MAXIMUM HEAD LOSS OF THE COMPLETED BRIDGE INSTALLATION SHALL BE LESS THAN OR EQUAL TO ONE-TENTH FOOT (0.1').
20. THE LOW MEMBER ELEVATION OF THE AUTHORIZED CROSSING SHALL BE SET AT ELEVATION 16.18 FEET NAVD 88 (17.61 FEET NGVD 29) OR HIGHER.
21. PERMITTEE SHALL PROVIDE THE DISTRICT WITH A MINIMUM OF 25 FEET LONG AND 15 FEET WIDE OF PAVED VEHICULAR ACCESS FROM ITS BRIDGE AND/OR ROADWAY TO THE DISTRICT RIGHT OF WAY AS DEPICTED ON THE APPROVED PLANS. SUCH ACCESS, INCLUDING ALL RELATED IMPROVEMENTS, SHALL BE CONSTRUCTED AS DEPICTED ON THE PLANS APPROVED WITH THIS PERMIT. ACCESS FROM SAM SENTER ROAD SHALL BE CONSTRUCTED WITH DROPPED CURB OR NO CURBING AT ALL. PERMITTEE SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING THE DISTRICT'S ACCESS DRIVES, GATES, FENCES, GUARDRAILS, SIGNS, AND OTHER ACCESS AND SECURITY IMPROVEMENTS AS SHOWN ON THE PLANS. THE DISTRICT RESERVES THE RIGHT TO REQUIRE PERMITTEE TO PERFORM FIELD ADJUSTMENTS TO THE ACCESS AND RELATED IMPROVEMENTS, AS MAY BE REQUIRED BY THE DISTRICT, DURING THE COURSE OF CONSTRUCTION OR FOLLOWING PROJECT COMPLETION, IF NEEDED, TO ACCOMMODATE DISTRICT OPERATIONS AND MAINTENANCE WITHIN THE RIGHT OF WAY.
22. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE PURCHASE AND INSTALLATION OF DISTRICT ACCESS GATES TO BE LOCATED WHERE DEPICTED ON THE APPROVED PLANS. FINAL LOCATION OF THE GATES SHALL BE VERIFIED WITH THE DISTRICT FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT PRIOR TO INSTALLATION.
23. PERMITTEE SHALL NOT PLACE SIGNS, SIGNAL POLES, GUARD RAIL OR ANY OTHER IMPROVEMENTS WITHIN THE DISTRICT'S RIGHT OF WAY OR DESIGNATED EQUIPMENT STAGING AREAS UNLESS OTHERWISE AUTHORIZED BY THIS PERMIT.
24. PRIOR TO THE INSTALLATION OF THE RIP-RAP, PERMITTEE SHALL SHAPE THE CANAL BANK WHERE THE RIP-RAP IS TO BE INSTALLED TO MATCH THE ADJACENT BANK AND COVER THE ENTIRE AREA WITH SECURED FILTER CLOTH OR AN ALTERNATIVE MATERIAL APPROVED BY THE DISTRICT.
25. PERMITTEE SHALL INSTALL AND MAINTAIN THE RIP-RAP IN ACCORDANCE WITH THE PLANS AND DISTRICT ENGINEERING SPECIFICATIONS SET FORTH IN "SECTION 02370 - RIP-RAP SYSTEM" (A COPY OF WHICH IS ATTACHED TO THIS PERMIT) FOR THE WORK AUTHORIZED BY THIS PERMIT. NO MODIFICATION OF THE RIP-RAP SPECIFICATIONS IS PERMITTED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY THE DISTRICT. WHERE THERE IS A CONFLICT BETWEEN THE PLANS, FDOT SPECIFICATIONS, OR DISTRICT SPECIFICATIONS, THE DISTRICT'S SPECIFICATIONS SHALL TAKE PRECEDENT.

26. THE INSTALLATION OF THE RIPRAP SHALL NOT ENCROACH WITHIN THE REQUIRED CANAL DESIGN SECTION WHICH CONSISTS OF A 40-FOOT BOTTOM WIDTH. BOTTOM ELEVATION SHALL BE EXCAVATED TO (-)3.42 FEET NAVD 88 ((-)2.0 FEET NGVD 29) FROM 25 FEET WEST OF THE BRIDGE TO THE FACE OF THE BRIDGE, THEN TRANSITIONING FROM (-)3.42 TO (-)1.42 FEET NAVD 88 ((-)2.0 FEET TO 0.0 FEET NGVD 29) FROM WEST FACE TO EAST FACE, THEN TRANSITIONING FROM (-)1.42 FEET NAVD 88 (0.0 FEET NGVD 29) TO THE EXISTING CANAL BOTTOM, 25 FEET EAST OF THE EASTERN FACE. SIDE SLOPES SHALL BE CONSTRUCTED WITH 2.5-FOOT HORIZONTAL (H) TO 1-FOOT VERTICAL (V) SLOPES (OR MORE SHALLOW AS DEPICTED ON THE PLANS).
27. PERMITTEE ACKNOWLEDGES AND AGREES THAT DUE TO THE BRIDGE DESIGN, THE DISTRICT MAY BE REQUIRED TO CLOSE ONE LANE OF BRIDGE TRAFFIC TO PERFORM EMERGENCY OR ROUTINE MAINTENANCE OPERATIONS. THE DISTRICT SHALL ATTEMPT TO NOTIFY PERMITTEE THAT SUCH ACTIVITIES ARE NECESSARY; HOWEVER, PERMITTEE ACKNOWLEDGES AND AGREES THAT NOTICE SHALL NOT BE REQUIRED.
28. BY PROCEEDING WITH WORK AUTHORIZED BY THIS PERMIT, PERMITTEE ACKNOWLEDGES THAT IT ASSUMES FULL RESPONSIBILITY FOR PROVIDING ACTUAL OR CONSTRUCTIVE NOTICE TO ALL PARTIES HAVING INTEREST IN LANDS THAT RELY UPON THE BRIDGE FOR ACCESS, SUCH NOTICE SHALL STATE THAT THE DISTRICT IS LAWFULLY AUTHORIZED TO REMOVE OR CLOSE THE BRIDGE SHOULD PERMITTEE FAIL TO COMPLY WITH THE CONDITIONS SET FORTH HEREIN
29. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR COORDINATING THE RELOCATION OR MODIFICATION OF ANY EXISTING IMPROVEMENTS AND UTILITIES IMPACTED BY THE PROPOSED BRIDGE PROJECT. PERMITTEE SHALL BE RESPONSIBLE FOR ENSURING THAT RELOCATIONS OR MODIFICATIONS ARE AUTHORIZED PURSUANT TO A DISTRICT ROW PERMIT. THE DISTRICT ASSUMES NO LIABILITY FOR ANY DELAY CAUSED BY PERMITTEE'S FAILURE TO PROPERLY COORDINATE AND ACCOMMODATE REGULATORY PERMITTING TIMEFRAMES REQUIRED FOR SUCH RELOCATIONS AND MODIFICATIONS.
30. THE WORK OR USE AUTHORIZED BY THIS PERMIT SHALL BE COMPLETED BY MAY 31, 2027 UNLESS OTHERWISE EXTENDED BY THE DISTRICT IN WRITING. IF PERMITTEE REQUIRES AN EXTENSION OF THE WORK EXPIRATION DATE, PERMITTEE SHALL SUBMIT A REQUEST FOR AN EXTENSION IN THE MANNER AND FORM AS DIRECTED BY THE DISTRICT. THE DISTRICT RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS, OR DENY PERMITTEE'S REQUEST.

General Conditions

1. THIS AUTHORIZATION IS SOLELY FOR THE USE OF PERMITTEE AND PERMITTEE'S CONTRACTOR(S)/SUB-CONTRACTOR(S) PERFORMING WORK WITHIN OR USING THE RIGHT OF WAY.
2. AT NO TIME SHALL THE CANAL BE BLOCKED OR FLOWS OTHERWISE RESTRICTED OR IMPEDED. THIS RESTRICTION SHALL INCLUDE, BUT NOT BE LIMITED TO, A PROHIBITION ON THE USE OF DAMS OR FILL IN THE CANAL DURING ALL PHASES OF CONSTRUCTION AND ANY SUBSEQUENT FUTURE MAINTENANCE OPERATIONS.
3. PERMITTEE AND/OR THE PERMITTEE'S CONTRACTORS SHALL ALWAYS MAINTAIN THE DISTRICT'S VEHICULAR ACCESS THROUGHOUT THE PROJECT LIMITS. IF, IN PERMITTEE'S OPINION, IT WILL BE NECESSARY FOR THE DISTRICT'S VEHICULAR ACCESS TO BE BLOCKED, IMPEDED OR ALTERED AT ANY TIME, PERMITTEE SHALL SUBMIT A WRITTEN REQUEST TO THE DISTRICT SETTING FORTH THE PROPOSED ACTIVITIES THAT WILL RESULT IN OBSTRUCTION OF THE RIGHT OF WAY AND THE DATES THAT THE RIGHT OF WAY WILL BE RENDERED INACCESSIBLE. WRITTEN PERMISSION FROM THE DISTRICT SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF PERMITTEE'S PROPOSED OBSTRUCTION OF THE RIGHT OF WAY. THE DISTRICT, AT ITS SOLE DISCRETION, RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS OR DENY PERMITTEE'S REQUEST.
4. CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH DISTRICT ENGINEERING SPECIFICATIONS SET FORTH IN "SECTION 02220 - EXCAVATION AND BACKFILLING" (A COPY OF WHICH IS ATTACHED TO THIS PERMIT) OF THE DISTRICT'S ENGINEERING STANDARDS (ATTACHED) AND ANY OTHER APPLICABLE DISTRICT ENGINEERING STANDARDS REFERENCED IN SECTION 02220, INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL TESTING AND REPORTING REQUIREMENTS.
5. TURBIDITY BARRIERS SHALL BE PLACED WITHIN THE CANAL IF DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE AT THE PRE-CONSTRUCTION MEETING. PERMITTEE SHALL BE REQUIRED TO REMOVE ALL VEGETATION AND SURFACE DEBRIS CAPTURED BY SUCH DEVICES PRIOR TO THEIR REMOVAL. PERMITTEE SHALL REMOVE THE TURBIDITY BARRIERS IN COMPLIANCE WITH DIRECTION FROM THE DISTRICT WHEN OPERATION, MAINTENANCE OR EMERGENCY CONDITIONS REQUIRE SUCH REMOVAL.
6. THE DISTRICT'S FIELD REPRESENTATIVE SHALL HAVE SOLE AUTHORITY TO DETERMINE WHETHER PERMITTEE'S METHODS OF CONSTRUCTION, INTERIM WORK, CONSTRUCTION ACTIVITY OR USE OF THE RIGHT OF WAY IS IN CONFORMANCE WITH THE PERMIT AUTHORIZATION, INCLUDING TERMS AND CONDITIONS, THE APPLICATION, RESPONSES OR STATEMENTS MADE BY PERMITTEE DURING APPLICATION PROCESSING, AND SUPPORTING DOCUMENTS INCORPORATED INTO THE PERMIT FILE. IF THE DISTRICT'S FIELD REPRESENTATIVE DETERMINES THAT PERMITTEE'S ACTIVITIES ARE NOT IN CONFORMANCE, HE/SHE SHALL ISSUE A STOP WORK ORDER TO PERMITTEE UNTIL SUCH NONCONFORMANCE HAS BEEN RESOLVED TO THE SATISFACTION OF THE DISTRICT. IF PERMITTEE CHOOSES TO PROCEED WITH THE WORK AUTHORIZED BY THIS PERMIT, PERMITTEE ACKNOWLEDGES THIS CONDITION AND AGREES TO CEASE ALL ACTIVITY IN THE DISTRICT'S RIGHT OF WAY IMMEDIATELY UPON RECEIPT OF THE STOP WORK ORDER.
7. NO VEHICULAR MAINTENANCE/REPAIR ACTIVITIES OR SUBSTANCES OR PARTS ASSOCIATED WITH THE REPAIR OR MAINTENANCE OF VEHICLES/EQUIPMENT SHALL TAKE PLACE, OR BE USED, STORED OR DISCARDED WITHIN THE RIGHT OF WAY. VEHICLES THAT BECOME INOPERABLE ON THE RIGHT OF WAY SHALL BE REMOVED AS PROMPTLY AS POSSIBLE. IN ADDITION, NO OVERNIGHT STORAGE OR PARKING OF EQUIPMENT, ASSOCIATED MACHINERY OR CONSTRUCTION TRAILERS IS AUTHORIZED IN THE RIGHT OF WAY, UNLESS OTHERWISE SPECIFICALLY AUTHORIZED HEREIN.

8. IF THE IMPROVEMENTS, WORK AND/OR USE AUTHORIZED BY THIS PERMIT (EITHER DURING CONSTRUCTION OR FOLLOWING COMPLETION) RESULT IN ANY DAMAGE TO THE DISTRICT'S RIGHT OF WAY (E.G., SHOALING, EROSION OR WASH-OUT OF ANY AREA IN THE RIGHT OF WAY), DISTRICT FACILITIES AND/OR ANY OTHER FACILITIES (AUTHORIZED OR UNAUTHORIZED), PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR REPAIRING SUCH DAMAGE. IN ADVANCE OF PERFORMING ANY REPAIRS, PERMITTEE SHALL CONSULT WITH THE DISTRICT TO DETERMINE THE APPLICABLE DISTRICT PROCESSES AND REQUIREMENTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, FILING AN APPLICATION FOR A RIGHT OF WAY OCCUPANCY PERMIT TO SECURE AUTHORIZATION TO PERFORM SUCH WORK. PERMITTEE SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY RESULTING FROM SUCH DAMAGE.
9. THE DISTRICT SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO ANY IMPROVEMENTS AND/OR RELATED APPURTENANCES AUTHORIZED BY THIS PERMIT RESULTING FROM DISTRICT USE, OPERATION (E.G., GATE, PUMPING AND STRUCTURE OPERATIONS, WATER LEVEL MANAGEMENT, WATER FLOWS, FLUCTUATIONS AND OPERATIONS OF ITS STRUCTURES), ACTIVITY AND/OR MAINTENANCE OF OR IN ITS RIGHTS OF WAY OR OTHER WORKS OF THE DISTRICT.
10. IF STORM, HURRICANE OR EMERGENCY CIRCUMSTANCES DEVELOP, THE DISTRICT IS AUTHORIZED, AT ITS SOLE DISCRETION, TO TEMPORARILY OR PERMANENTLY SUSPEND OR TERMINATE THE AUTHORIZED USE. IN SUCH EVENT, THE DISTRICT WILL CONTACT PERMITTEE TO PROVIDE DIRECTION WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, VACATING THE RIGHT OF WAY, REMOVING AND/OR SECURING EQUIPMENT AND/OR MATERIALS FROM THE RIGHT OF WAY, OR PERFORMING WORK TO ENSURE THAT THE RIGHT OF WAY IS SUFFICIENTLY RESTORED TO ACCOMMODATE DISTRICT OPERATIONS AND MAINTENANCE ACTIVITIES. PERMITTEE, INCLUDING ALL PERSONS, VENDORS, SUB-CONTRACTORS OR AGENTS OF PERMITTEE, SHALL BE REQUIRED TO COMPLY WITH DISTRICT DIRECTION. THE DISTRICT RESERVES THE RIGHT TO TERMINATE THE AUTHORIZED USE IF PERMITTEE FAILS TO MAKE SURE THAT ALL PARTIES COMPLY WITH THIS CONDITION.
11. PERMITTEE SHALL NOT STOCKPILE SOIL, MATERIALS OR DEBRIS IN THE RIGHT OF WAY. SUCH MATERIALS SHALL BE REMOVED FROM THE RIGHT OF WAY UNLESS OTHERWISE SET FORTH BY THE CONDITIONS OF THIS PERMIT. PERMITTEE SHALL EXERCISE BEST MANAGEMENT PRACTICES TO PREVENT EROSION OR SOILS FROM ENTERING THE CANAL DURING THE AUTHORIZED WORK, INCLUDING, BUT NOT LIMITED TO, THE TEMPORARY INSTALLATION OF SILT FENCE OR OTHER MEANS OF CONTAINMENT ACCEPTABLE TO THE DISTRICT.
12. THE DISTRICT'S REVIEW OF PERMITTEE'S PLANS IS LIMITED TO DETERMINING WHETHER THE PROPOSED WORK WILL IMPACT THE DISTRICT'S OPERATIONS AND MAINTENANCE OF ITS RIGHTS OF WAY OR FLOOD CONTROL SYSTEM. ISSUANCE OF THIS PERMIT BY THE DISTRICT SHALL NOT BE CONSTRUED BY PERMITTEE OR ANY OTHER PARTY AS APPROVAL BY THE DISTRICT OF THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE PROPOSED WORK IS DESIGNED, ENGINEERED AND CONSTRUCTED TO SERVE ITS INTENDED PURPOSE.

13. THE DISTRICT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REQUIRE AN INSPECTION REPORT FROM A PROFESSIONAL ENGINEER OR CONTRACTOR LICENSED IN THE STATE OF FLORIDA AT ANY TIME DURING WHICH THE AUTHORIZED WORK REMAINS IN THE RIGHT OF WAY TO VERIFY THAT THE AUTHORIZED WORK COMPLIES WITH INDUSTRY STANDARDS, PERFORMS THE FUNCTION FOR WHICH IT WAS DESIGNED AND IS SOUND AND POSES NO THREAT TO THE DISTRICT'S RIGHT OF WAY AND/OR OPERATION AND MAINTENANCE OF ITS FLOOD CONTROL SYSTEM. IF THE DISTRICT DETERMINES THAT REPAIR, REPLACEMENT OR REFURBISHMENT OF THE AUTHORIZED WORK IS REQUIRED, PERMITTEE SHALL IMMEDIATELY COMPLY WITH DISTRICT DIRECTION TO SECURE APPROVALS/PERMITS, AS MAY BE REQUIRED, AND TO PERFORM SUCH WORK WITHIN THE TIMEFRAME SET FORTH BY THE DISTRICT.
14. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING REGULAR AND ROUTINE INSPECTIONS OF THE IMPROVEMENTS AUTHORIZED BY THIS PERMIT AND CORRECTING ANY DEFICIENCIES IDENTIFIED BY SUCH INSPECTIONS TO ENSURE THAT THE IMPROVEMENTS CONTINUE TO COMPLY WITH THE PERMIT AND PERFORM, AS NEEDED, TO PROTECT PUBLIC HEALTH, SAFETY AND WELFARE.
15. PERMITTEE SHALL MAKE PROSPECTIVE BIDDERS AWARE OF THE TERMS AND CONDITIONS OF THIS PERMIT. PERMITTEE SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS CONTRACTORS AND AGENTS AND TO ENSURE THAT PARTIES ACTING ON BEHALF OF PERMITTEE COMPLY WITH THE TERMS AND CONDITIONS OF THIS PERMIT.
16. PERMITTEE SHALL NEITHER CONSTRUCT, INSTALL OR PLACE ADDITIONAL IMPROVEMENTS WITHIN THE DISTRICT'S RIGHT OF WAY, NOR USE THE RIGHT OF WAY FOR ANY ACTIVITY (UNLESS EXPRESSLY AUTHORIZED BY THIS PERMIT) WITHOUT FIRST HAVING OBTAINED A MODIFICATION OF THIS PERMIT. OF PARTICULAR NOTE, THAT AREA MEASURING 40 FEET LANDWARD FROM THE TOP OF BANK SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS, IMPROVEMENTS OR USE, UNLESS OTHERWISE AUTHORIZED BY THIS PERMIT.
17. THIS PERMIT SHALL NOT BECOME VALID UNTIL ALL OTHER REQUIRED SOUTH FLORIDA WATER MANAGEMENT DISTRICT, LOCAL, COUNTY AND/OR STATE PERMITS OR OTHER AFFECTED PARTIES' APPROVALS HAVE BEEN OBTAINED. IF THERE IS A CONFLICT BETWEEN THE WORK AUTHORIZED BY THIS PERMIT AND A PERMIT OBTAINED FROM A DIFFERENT PUBLIC OR PRIVATE ENTITY, THE TERMS AND CONDITIONS OF THIS PERMIT SHALL PREVAIL AND HAVE SUPERIORITY.
18. A COPY OF THE PERMIT PACKAGE WILL BE KEPT AT THE JOB SITE UNTIL COMPLETION OF ALL PHASES OF CONSTRUCTION AND APPROVAL OF THE FINAL INSPECTION.
19. BASED ON THE DISTRICT'S RECORDS, THE DISTRICT IS NOT THE UNDERLYING FEE OWNER OF PORTIONS OF OR ALL THE LANDS SUBJECT TO THIS PERMIT; THEREFORE, PERMITTEE SHALL BE REQUIRED TO OBTAIN ALL NECESSARY APPROVALS FROM THE UNDERLYING FEE OWNER AS REQUIRED UNDER STANDARD LIMITING CONDITION NO. 5.
20. PERMITTEE IS ADVISED THAT THE DISTRICT HAS NO CONTROL OVER THE SALE OR TRANSFER OF REAL OR PERSONAL PROPERTY. IT IS THE SOLE OBLIGATION OF PERMITTEE TO DISCLOSE TO PROSPECTIVE PURCHASERS THE EXISTENCE OF THIS PERMIT, AND THE TERMS AND CONDITIONS CONTAINED HEREIN. BECAUSE THIS PERMIT IS A REVOCABLE LICENSE THAT DOES NOT ATTACH TO THE LAND, PERMITTEE CONTINUES TO BE OBLIGATED TO COMPLY WITH THIS PERMIT EVEN IF PERMITTEE SELLS OR TRANSFERS THE REAL PROPERTY ADJACENT TO OR ENCUMBERED BY DISTRICT RIGHT OF WAY. ACCORDINGLY, IT IS RECOMMENDED THAT PERMITTEE ENSURE THAT THIS PERMIT IS TRANSFERRED TO A NEW OWNER IN CONJUCTION WITH ANY SALE OR TRANSFER OF THE SUBJECT REAL PROPERTY.

40E-6.381. Limiting Conditions

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, Permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

1. All structures on District works for lands constructed by Permittee shall remain the property of Permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.

2. Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, Permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the Permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by Permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by Permittee in order to meet Permittee's duty to incorporate safety features, as set forth above.

3. Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

4. This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the Permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and Permittee shall be responsible for all removal and restoration costs.

5. This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other

required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

6. Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and/or future employees, agents, representatives, officers and/or Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's in-house attorneys' fees based upon private attorneys' fees/ rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the Permittee or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

7. The District does not waive sovereign immunity in any respect.

8. The Permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:
(a) discharge of debris or aquatic weeds into the works of the District;
(b) causing erosion or shoaling within the works of the District;
(c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.
(d) leaving construction or other debris on the District's right of way or waterway;
(e) damaging District berms and levees;
(f) the removal of District owned spoil material;
(g) removal of or damage to District locks, gates, and fencing;
(h) opening of District rights of way to unauthorized vehicular access; or
(i) running or allowing livestock on the District's right of way.

9. The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

10. Permittee shall allow the District to inspect the permitted use at any reasonable time.

11. Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the Permittee's use.

12. This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.

13. The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U.S. Army Corps of Engineers for the works of the District.

14. If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.

15. The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use,

where the Permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the Permittee to pay all taxes due and payable.

16. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.

17. Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is. Governmental entities and utilities are not subject to this provision.

18. Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.

19. All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.

20. It is the responsibility of the Permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the Permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.

21. It is the responsibility of the Permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

22. Special Conditions that are site specific shall be incorporated into every Permit as may be necessary in the best interest of the District.

23. The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District’s utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129,373.1395, 373.603, 373.609, 373.613 FS. History--New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24- 91, 9-15-99, 8-12-13.

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below

CR880_SamSenterRd_Project_Narrative_20231109.pdf

CR880_SamSenterRd_Roadway_Plans_20240429.pdf

CR 880 & Sam Senter Specific Purpose Survey $285-2-23$29 signed.pdf

CR 880 & Sam Senter Canal XS signed.pdf

CR880_SamSenterRd_BridgeHydraulicsRpt_20231031.pdf

02370 Riprap System - Fillable Form.pdf

02220 Excavation and Backfilling.pdf

CR880_SamSenterRd_Bridge_Plans_20240424.pdf

Concept Only Approval - Additional Permitting Requirements.pdf

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's

security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.

- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions setforth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

Rev. 06/21/15

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
RIGHT OF WAY SECTION

REQUIREMENTS TO ADDRESS MEANS AND METHODS OF CONSTRUCTION; REQUIREMENT TO OBTAIN A SEPARATE ROW PERMIT FOR TEMPORARY ACCESS

Right of Way Occupancy Permits (ROW Permits) for bridges and other major projects are often approved in "concept only" because the plans only depict the completed project proposed in the right of way. During application review, applicants are often unable to provide the "means and methods" of construction because no contractor has been chosen and there are no specific details as to how the project will be built by any given contractor.

For this reason, ROW Permits often require an applicant's chosen contractor to apply for and obtain its own separate ROW Permit that addresses the specific details for construction. When a ROW Permit includes a special condition advising that the project is approved in "concept only", this document will be attached to and incorporated into the ROW Permit by reference. No work within the right of way may commence until the contractor obtains its own separate ROW Permit.

Project managers or agents of the permittee are strongly urged to include this document along with a copy of the Main Project ROW Permit in the bid package for the project. All questions from potential bidders regarding the ROW Permit and District requirements must be submitted to the District through the permittee so that all bidders can have access to the same District response.

IN GENERAL.

All contractors and subcontractors who seek or are awarded a contract to construct a bridge or other major project in the District's right of way which is approved in "Concept Only" shall comply with the following requirements. Approved in "Concept Only" means that no means or methods for the construction of the proposed project have been reviewed and approved by the District. A special condition of the ROW Permit will identify whether a project is approved in "Concept Only" and will incorporate the requirements set forth in this attachment by reference.

FILING AN APPLICATION FOR THE ROW PERMIT TO ALLOW TEMPORARY ACCESS.

Contractors who will perform the work authorized by a ROW Permit approved in Concept Only are required to obtain a ROW Permit for temporary access to enter upon the right of way to perform the work ("Temporary Access Permit"). The application must be filed online at

www.sfwmd.gov/rowpermits. No work, staging, storage of materials, or use of the right of way may proceed without first having obtained the required ROW Permit.

COMPLIANCE WITH ROW PERMIT CONDITIONS FOR THE PROJECT APPROVED IN "CONCEPT ONLY" ("MAIN PROJECT PERMIT").

Compliance with all special, general, and standard limiting conditions of the Main Project Permit shall be required. Contractors should note that certain stages of work may not proceed until specific deliverable are provided to the District (e.g., certified cross-sectional surveys following dredging, as-builts, etc.) or certain work is completed (e.g., dredging to the required cross-section must be completed before pile driving may proceed). Contractors should carefully review the Main Project Permit to identify required intermittent inspections and permittee obligations and accommodate them in development of the project schedule.

COMPLIANCE WITH ROW PERMIT CONDITIONS FOR THE MEANS AND METHODS OF CONSTRUCTION ("TEMPORARY ACCESS PERMIT").

Compliance with all special, general, and standard limiting conditions of the Temporary Access Permit shall be required. Applications for the Temporary Access Permit will be required to provide written narrative, plans, and supporting documents to address the following requirements:

- **Plans/Aerials.**
  Plans/aerials must show access to the work area from a public roadway, proposed equipment and material staging areas, vehicle parking areas, proposed temporary utility services, construction trailers, turbidity barriers, and other temporary uses that may be proposed in the District's right of way. Plans must be drawn to scale and clearly delineate the top of bank of the canal and District right of way lines. Please be advised that no parking, storage, or other uses will be authorized within 40 feet of the top of bank unless expressly authorized by the District, and no use of cofferdams or other devices/activities that adversely impact canal flow will not be authorized. District access through the right of way must be maintained as directed by the District in its review and approval of the plans. The manner and location of approved uses in the right of way is at the sole discretion of the District.
- **Means and Methods of Construction.**
  Contractors are required to submit a narrative outlining the general means and methods of construction with emphasis on activities that may adversely impact operations and maintenance of the District's flood control system and rights of way.
- **Barge Management Plan.**
  Contractors who propose to use a barge to construct an authorized work in the District's right of way are required to submit a Barge Management Plan. Please contact District staff at rowpermits@sfwmd.gov to obtain the requirements for a Barge Management Plan.

- **Access over District Structures and Bridges.**
  Contractors who propose access of vehicles and equipment over District bridges and structures are required to provide a structural analysis and perform documentation to determine if District facilities can accommodate the type, weight, length, and intensity of use of vehicles and equipment. Please contact District staff at rowpermits@sfwmd.gov to obtain the requirements for authorization for access over District structures and bridges.
- **Emergency Management/Environmental Impact/Containment Plan.**
  Contractors must submit an emergency management plan to describe how the canal and right of way will be secured and/or vacated if directed by the District in advance of a storm or flooding event. In addition, contractors must submit a plan to address environmental clean-up and containment of hazardous material if a vehicle or equipment should fall into a canal or spill on to the right of way. Contractors are required to have equipment and/or supplies available at the work site at all times.
- **Vehicle List.**
  The application is required to include a vehicle and equipment list, including types, axles, weight, length, and width. In addition, the list must include the number of anticipated trips per day per vehicle.
- **Construction Trailers; Storage of Materials and Equipment.**
  Requests for construction trailers must comply with the District's requirements set forth on pages 134 and 135 of the Criteria Manual for Use of Works and Lands of the District. The criteria manual may be accessed at www.sfwmd.gov/rowpermits.
- **Temporary Utility Service.**
  Work requiring temporary utility service may require a separate ROW Permit (e.g., temporary pole, temporary aerial line to construction trailer, etc.). Please consult with District staff to determine if a separate application is required.

OTHER CONSIDERATIONS.

PRE-CONSTRUCTION MEETING.

A pre-construction meeting for both the Main Project Permit and the Temporary Access Permit will be held at the same time and is required prior to any work, set-up, use, access, or delivery of materials upon or to the right of way. Permittee and its chosen contractors/subcontractors should attend the pre-construction meeting which will be coordinated with the District field representative assigned to both ROW Permits.

FINANCIAL ASSURANCE.

Contractors seeking a Temporary Access Permit will be required to post a financial assurance in a form and amount required by the District. The amount of the financial assurance will be based upon the length of the proposed travel route, intensity of vehicle and equipment use, and risk of damage to and value of District structures and bridges that must be crossed to access the work location. The financial assurance must be posted prior to issuance of the Row Permit.

INSURANCE.
Contractors seeking a Temporary Access Permit will be required to provide evidence of insurance to the satisfaction of the District. The certificate must include general liability coverage of $1,000,000 per occurrence (minimum) and name the South Florida Water Management District as additional insured. A copy of the applicable endorsement from the insurer is also required. The expiration date for the certificate should be later than the completion date of the work or as late as possible since the expiration date of the Temporary Access Permit will coincide with the insurance expiration date.

KEY PERMIT/DISTRICT KEY TO OPEN DISTRICT GATES.
Contractors seeking a Temporary Access Permit will be required to obtain a separate key permit from the District if access to the proposed work site requires entry through a District gate. A key permit allowing issuance of a District gate key can only be approved following issuance of the Temporary Access Permit. A deposit for the key is required and conditions related to the opening and securing of the District gate(s) will be included in the Temporary Access Permit. The key deposit will be refunded upon return of the key to the District after work is completed. The gate key must be returned to the District prior to the release of any required financial assurance.

THIRD-PARTY INSPECTORS.
For certain projects, the District requires permittee to provide the services of a third-party inspector for the benefit of the District. The third-party inspector is retained by permittee and/or permittee's contractor and provides reports, documentation, and reports as prescribed and in a manner directed by the District field representative assigned to the Main Project Permit. Contractors are encouraged to coordinate with permittee regarding the hiring of the third-party inspector. The third-party inspector is required to attend the pre-construction meeting for the ROW Permits.

MATERIAL CHANGES (e.g., Changes to Approved Construction Materials).
Contractors should anticipate that the work authorized by a ROW Permit must be completed in accordance with the approved plans and District specifications, when required. The District does not routinely approve requests for material changes, which, if authorized by the District, is at the District's sole discretion. The District shall not be liable for any losses or delays caused by the denial of requests for material changes.

QUESTIONS?

District Right of Way staff is available to assist with questions you may have. Please direct your questions to rowpermits@sfwmd.gov.

Effective 02/21/2022

DEPARTMENT OF THE ARMY PERMIT

Permittee: PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS
-ROADWAY PRODUCTION
c/o Kathleen Farrell
2300 N Jog Road
West Palm Beach, Florida 33411

Permit No: SAJ-2024-02547 (SP-KMM)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The applicant seeks authorization to improve shoreline stabilization for a bridge by the excavation of 33,976 square feet (4,366 cubic yards) of existing shoreline and canal bottom and the installation of 23,653 square feet (1,753 cubic yards) of riprap. The riprap will be installed on each side of the canal after excavation. Additionally, the applicant proposes to place excavated material (0.78 acres) above and below the ordinary high water line for the widening of a portion of the roadway.

The shoreline stabilization and bridge widening activities that are associated with the construction of the Sam Senter Bridge will be reviewed in accordance with *Memorandum of Understanding between the United States Coast Guard and the United Stated Army Corps of Engineers* dated January 2023, the U.S. Coast Guard (USCG) has jurisdiction over the bridge improvements and the Corps has jurisdiction over the i discharge of dredged or fill material associated with the shoreline of the canal under Section 404 of the Clean Water Act.

The work described above is to be completed in accordance with the 19 pages of drawings [and 7 attachments] affixed at the end of this permit instrument.

Project Location: The project is located within waters of the United States (U.S.) associated within the L-13 Canal (also referred to as the Ocean Canal) at County Road 880 at Sam Senter Road Bridge, in Section 03, Township 44 South, Range 38 East, Glades, Palm Beach County, Florida.

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PERMITTEE: PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION

Directions to site: From Florida's Turnpike take exit 97 toward US-98/FL-80/Southern Blvd. After the exit, use the 2 left lanes to turn left onto Pike Rd., then use the right 2 lanes to turn right onto US-98/Southern Blvd, for 13.6 miles. Follow E Canal St South for 9.6 mile and then turn right onto Senter Rd, the destination will be on the right.

Approximate Central Coordinates: Latitude: 26.678436 North
Longitude: -80.538489 West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on November 25, 2030. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this

permit. For your convenience, a copy of the certification is attached if it contains such conditions (Attachment).

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

    a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
    b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, Florida 32232-0019.

    The Permittee shall reference this permit number, SAJ-2024-02547(SP-KMM), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attachment 2).

3. **As-Built Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification by Professional Engineer or Surveyor" form (Attachment) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer or surveyor and include the following:

    a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with an overlay of the work as constructed. The plan view drawing should show all existing water management structures and the completed structures, dredge/fill activities, and wetland impacts.

    b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates,

in any manner, from the authorized work, describe on the attached "As-Built Certification by Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification by Professional Engineer" form does not constitute approval of any deviations by the Corps.

c. The Department of the Army permit number on all sheets submitted.

d. Within 60 days of completion of the work authorized by this permit, the Permittee shall provide a courtesy copy of the signed and sealed As-Built drawings to the Corps, Engineering Division. Submittals shall be sent either electronically by email at ENPermits.CESAJ@usace.army.mil or by standard mail at Post Office Box 4970, Jacksonville Florida 32232-0019.

4. **Cultural Resources/Historic Properties:**
   a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

   b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

e. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or

adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

6. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.

7. **Notice of Permit:** The Permittee shall complete and record the "Notice of Department of the Army Authorization" form (Attachment 5) with the Clerk of the County Court, Registrar of Deeds or other appropriate official charged with the responsibility of maintaining records of title to or interest in real property within the county of the authorized activity. No later than 90 days from the effective date of this permit, the Permittee shall provide a copy of the recorded Notice of Permit to the Corps clearly showing a stamp from the appropriate official indicating the book and page at which the Notice of Permit is recorded in the official records and the date of recording.

8. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated May 2024, as provided in Attachment 6 of this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at http://myfwc.com/gophertortoise. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

9. **Individual Section 408 Approval:** It has been determined that the activities authorized do not impair the usefulness of the L-13 Canal and are not injurious to the public interest. The Permittee shall adhere to the conditions and limitations referenced in the Section 408 approval memo, 408-SAJ-2025-0100 in Attachment of this permit. All documentation required in the Section 408 approval memo, including but not limited to: GPS locations, limits of work performed, signed and sealed As-Built Drawings, the date the work was performed, etc., shall be submitted either electronically by email at ENPermits.CESAJ@usace.army.mil or by standard mail at Post Office Box 4970, Jacksonville Florida 32232-0019. For all questions related to the Section 408 approval, contact the Corps, Jacksonville Engineering Division by telephone at 904-232-2757. Engineering Division is the appropriate authority to determine compliance with the terms and conditions of Section 408 approval.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344)

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

(X) Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. 408)

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order

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PERMITTEE: PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION

requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

MB CB Kathleen O. Farrell
(PERMITTEE)

11/24/25
(DATE)

Kathleen O. Farrell
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Jessica Bedsworth
for Brandon L. Bowman
Colonel, U.S. Army
District Commander

Date: 11/25/25

PERMIT NUMBER: SAJ-2024-02547(SP-KMM)
PERMITTEE: PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

_____ _____
(TRANSFEREE-SIGNATURE) (DATE)

_____
(NAME-PRINTED)

_____
(ADDRESS)

_____
(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2024-02547(SP-KMM)
PERMITTEE: PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION

Attachments to Department of the Army Permit Number SAJ-2024-02547(SP-KMM)

1. PERMIT DRAWINGS: 19 pages, dated April 2024

2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. 14 pages.

3. COMMENCEMENT NOTIFICATION: 1 page

4. AS-BUILT CERTIFICATION FORM: 2 pages

5. NOTICE OF DEPARTMENT OF THE ARMY AUTHORIZATION: 2 pages

6. EASTERN INDIGO SNAKE CONDITIONS: 5 pages

7. 408 APPROVAL MEMO: 4 pages

U.S. Army Corps of Engineers
SAJ-2024-02547 (SP-KMM)

PER-51

PERMITS

ROADWAY PLANS
~~SIGNING AND PAVEMENT MARKING PLANS~~ *
~~STRUCTURAL PLANS~~ *

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~~4 thru 10~~	~~TYPICAL SECTION~~ *
~~11~~	~~SUMMARY OF PAY ITEMS~~ *
~~SQ-1 thru SQ-2~~	~~SUMMARY OF QUANTITIES~~ *
~~12~~	~~SUMMARY OF DRAINAGE STRUCTURES~~ *
~~13~~	~~GENERAL NOTES~~ *
~~14~~	~~PROJECT LAYOUT~~ *
~~15 thru 3~~(31-32 only)	ROADWAY PLAN / PROFILE
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~~34 thru 36~~ (36 only)	TURNOUT DETAILS
~~37~~	~~INTERSECTION DETAIL~~ *
38	BRIDGE LAYOUT DETAIL
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~~41 thru 84~~	~~CROSS SECTIONS CR 880~~ *
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88	SFWMD L-13 CANAL RESHAPING AND STABILIZATION PLAN
89	SFWMD L-13 CANAL PROFILE
90 thru 95	SFWMD L-13 CANAL CROSS SECTIONS
96	SFWMD L-13 CANAL DETAILS
97	HGWCD N CANAL RESHAPING AND STABILZATION PLAN
98	HGWCD N CANAL DETAILS
~~99 thru 100~~	~~STORMWATER POLLUTION PREVENTION PLAN~~ *
~~101 thru 102~~	~~EROSION CONTROL PLAN~~ *
C2 1 of 3 and	SFWMD STANDARD CIVIL DETAILS VEHICLE BARRIER
C2 3 of 3	TWO SPAN GATE
~~SR-1 thru SR-6~~	~~ROADWAY SOIL SURVEY~~ *
~~SUR-1 thru SUR-13~~	~~CR-880, SAM SENTER RD OVER SFWMD~~ *
	~~OCEAN CANAL SKETCH OF SPECIFIC PURPOSE AND TOPOGRAPHIC SURVEY AS PREPARED BY BROWN & PHILLIPS INC. PROJECT NO. 21-099~~

* NOT INCLUDED WITH THIS SUBMITTAL

COUNTY OF PALM BEACH
STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS
PROJECT NO. 2019803
CR 880 AT SAM SENTER ROAD
INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY (CR 880)	4,285.53	0.812
ROADWAY (SAM SENTER RD.)	255.42	0.048
BRIDGES	132.58	0.025
NET LENGTH OF PROJECT	4,673.53	0.885
EXCEPTIONS	0.00	0.000
GROSS LENGTH OF PROJECT	4,673.53	0.885

MARIA G. MARINO
DISTRICT 1

GREGG K. WEISS
DISTRICT 2

MICHAEL A. BARNETT
DISTRICT 3

MARCI WOODWARD
DISTRICT 4

MARIA SACHS
DISTRICT 5

SARA BAXTER
DISTRICT 6

MACK BERNARD
DISTRICT 7

PERMIT PLANS
APRIL, 2024

VERTICAL DATUM FOR THIS PROJECT IS NORTH AMERICAN VERTICAL DATUM (NAVD) 1988

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS DATED FY 2024-25, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED FY 2024-25, AS AMENDED BY CONTRACT DOCUMENTS.

QUAZI A AHMED
LICENSE
No 52564
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY QUAZI A AHMED ON THE DATE ADJACENT TO SEAL USING A SHA AUTHENTICATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

END BRIDGE
SAM SENTER RD.
STA. 11+63.35

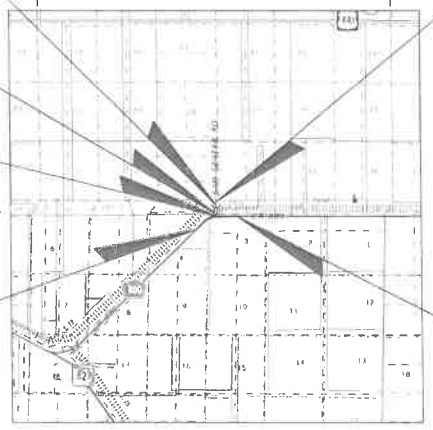
BEGIN BRIDGE
SAM SENTER RD.
STA. 10+30.77

BEGIN CONST.
SAM SENTER RD.
STA. 10+12.00

T 43 S
T 44 S

BEGIN PROJECT
BEGIN CONST.
CR 880
STA. 76+00.00

R 37 E
R 38 E
R 38 E
R 39 E



LOCATION MAP

END CONST.
SAM SENTER RD.
STA. 14+00.00

N

0 1 2
MILES

END PROJECT
END CONST.
CR 880
STA. 118+85.53

PLANS PREPARED BY:
Stanley Consultants INC.
1641 WORTHINGTON ROAD, SUITE 400
WEST PALM BEACH, FL. 33409
(561) 689-7444
CERTIFICATE OF AUTHORIZATION NO. 1978

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ENGINEER OF RECORD: O. AMIN AHMED, P.E.

I hereby certify that the attached plans and design are in substantial compliance with the Design Standards and criteria in effect on this date for the Palm Beach County Engineering Department and the State of Florida Department of Transportation.

DATE _____ PROFESSIONAL ENGINEER #52564

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P. O. BOX 21229, WEST PALM BEACH, FLORIDA

NO. | REVISION | BY | DATE

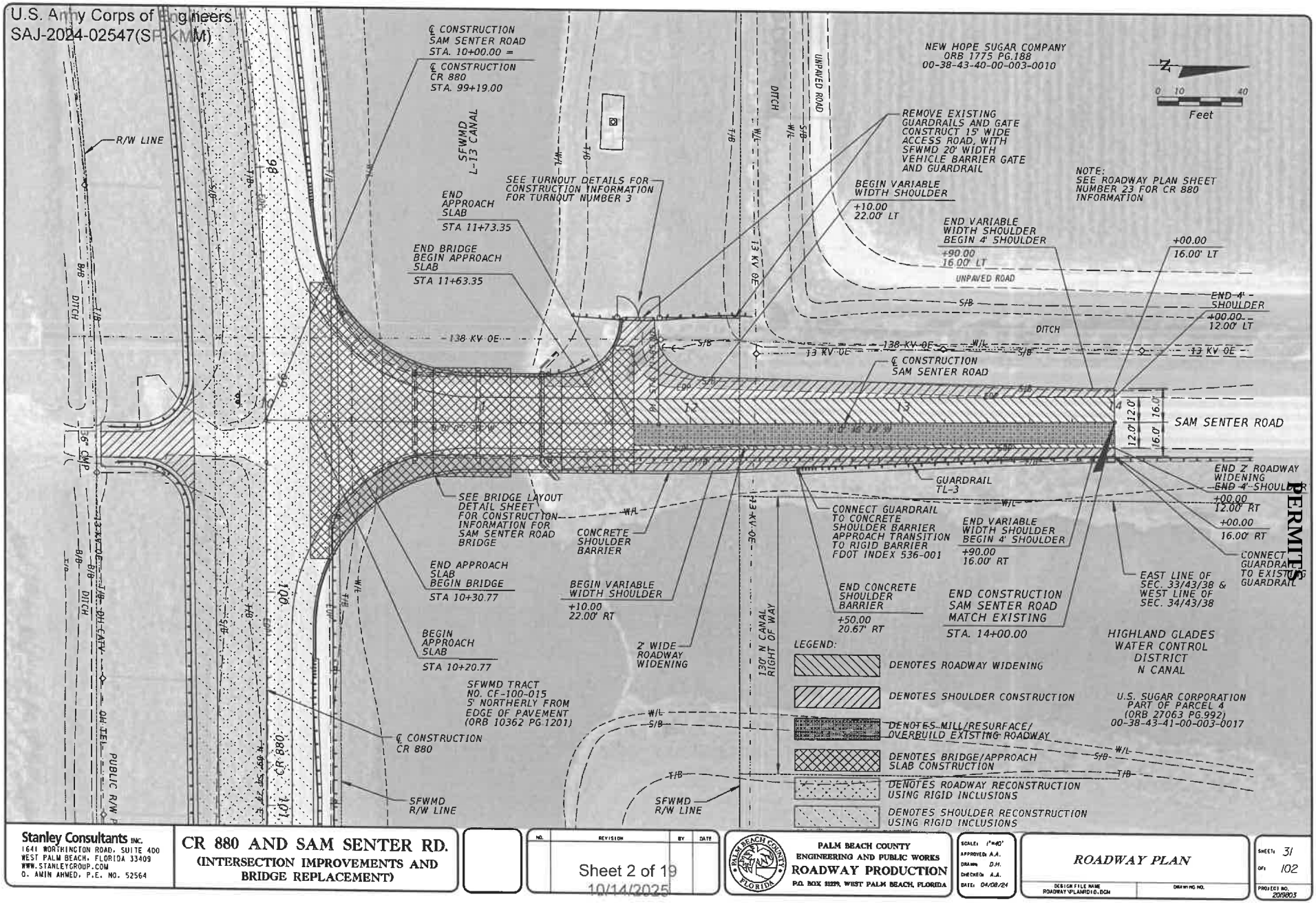
SCALE: AS SHOWN
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 04/08/24
FIELD BOOK NO.

PROJECT: CR 880 AT SAM SENTER ROAD
DESIGN FILE NAME: ROADWAY\MEYSROO1.DGN
DRAWING NO.

SHEET: 1
OF: 102
PROJECT NO. 2019803

10/14/2025

U.S. Army Corps of Engineers
SAJ-2024-02547(SP-KMM)



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O. AMIN AHMED, P.E. NO. 52564

CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

Sheet 2 of 19
10/14/2025

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 04/08/24

ROADWAY PLAN

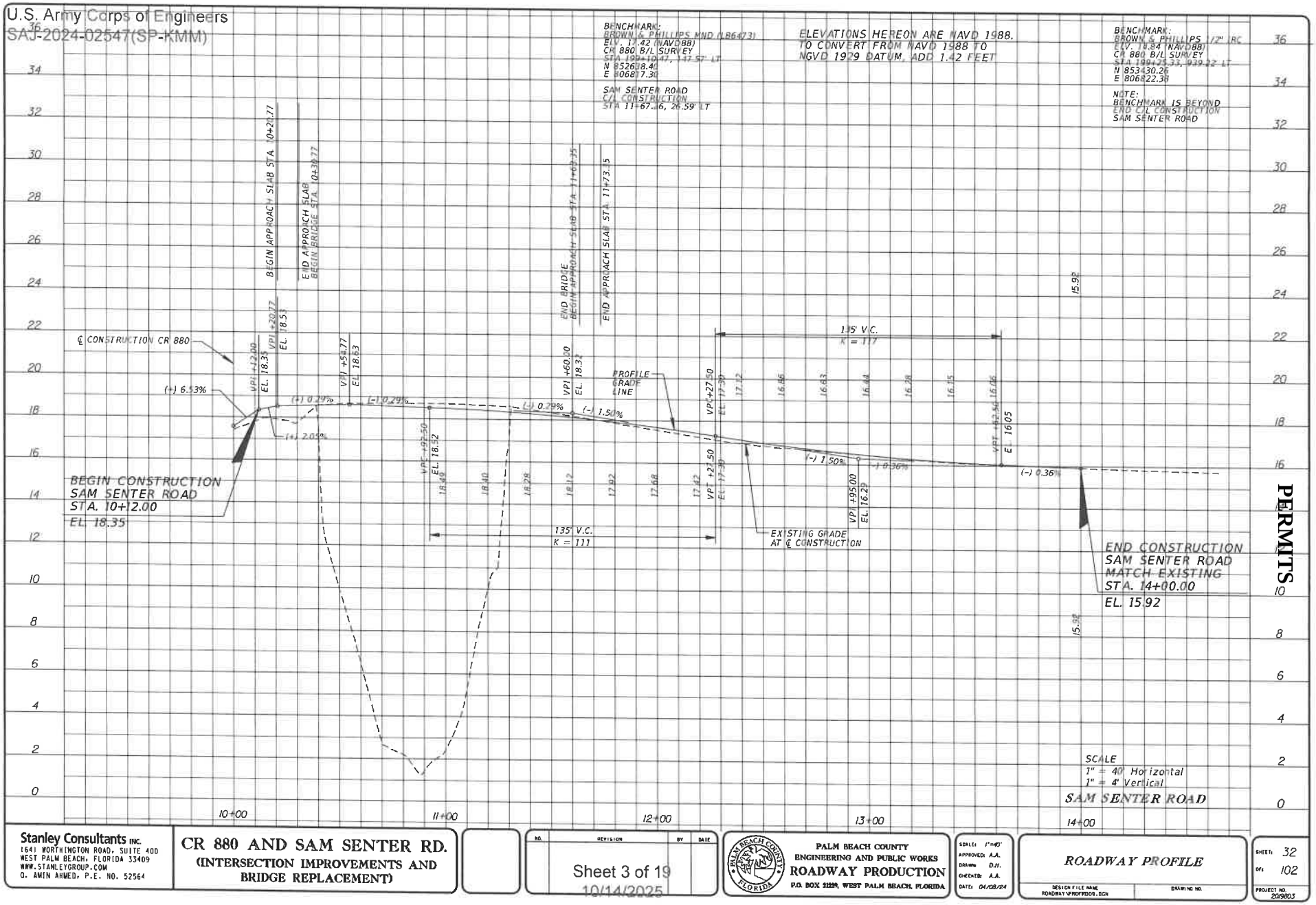
DESIGN FILE NAME: ROADWAY PLAN01-D.DGN
DRAWING NO.

SHEET: 31
OF: 102
PROJECT NO. 2015803

PER-52

PERMITS

U.S. Army Corps of Engineers
SAJ-2024-02547(SP-KMM)



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Q. AMIN AHMED, P.E. NO. 52564

CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

Sheet 3 of 19
10/14/2025

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 04/08/24

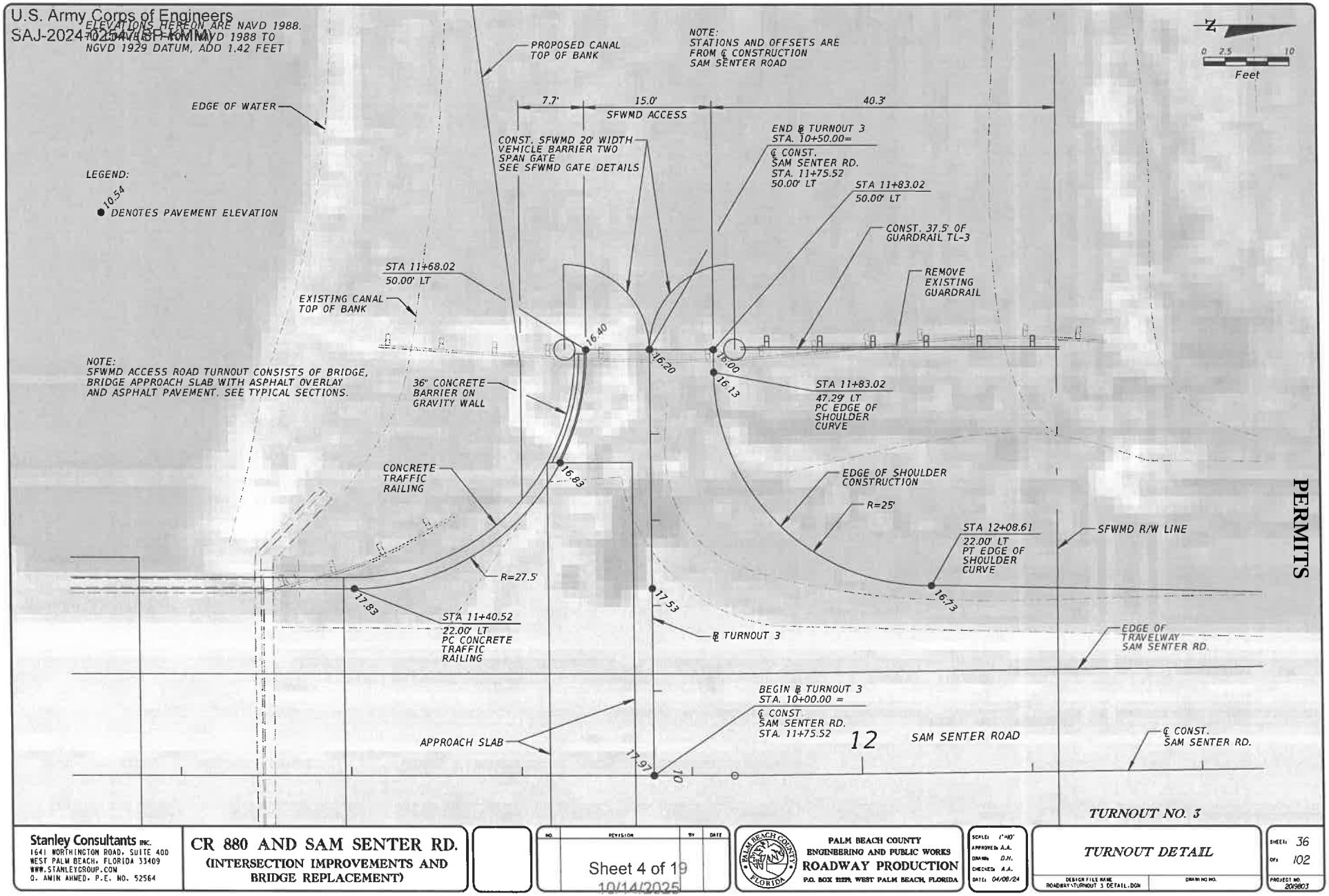
ROADWAY PROFILE

DESIGN FILE NAME: ROADWAY-PROFRDDS.DGN
DRAWING NO.

SHEET: 32
OF: 102
PROJECT NO. 2098803

PERMITS

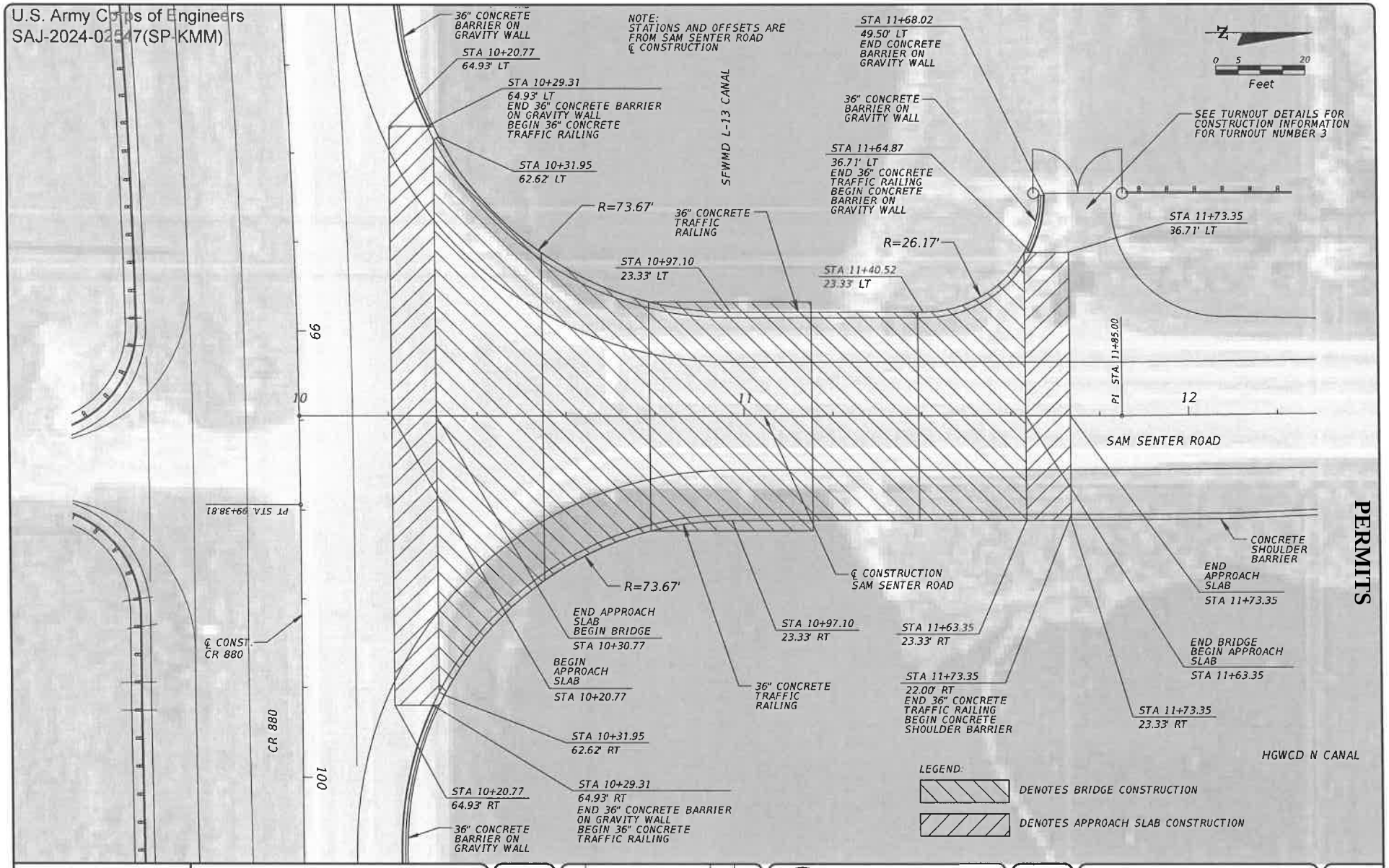
U.S. Army Corps of Engineers
SAJ-2024-02541 (SP-KMM)



Stanley Consultants INC. 1641 WORTHINGTON ROAD, SUITE 400 WEST PALM BEACH, FLORIDA 33409 WWW.STANLEYGROUP.COM O. AMIN AHMED, P.E. NO. 52564	CR 880 AND SAM SENTER RD. (INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)		NO. / REVISION / BY / DATE	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION P.O. BOX 21229, WEST PALM BEACH, FLORIDA	SCALE: 1"=10' APPROVED: A.A. DRAWN: D.N. CHECKED: A.A. DATE: 04/08/24	TURNOUT DETAIL	SHEET: 36 OF: 102
						DESIGN FILE NAME: ROADWAY\TURNOUT 3 DETAIL.DGN / DRAWING NO.	PROJECT NO. 2019803

Sheet 4 of 19
10/14/2025

U.S. Army Corps of Engineers
SAJ-2024-02547(SP-KMM)



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WWW.STANLEYGROUP.COM
O. AMIN AHMED, P.E. NO. 52564

CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

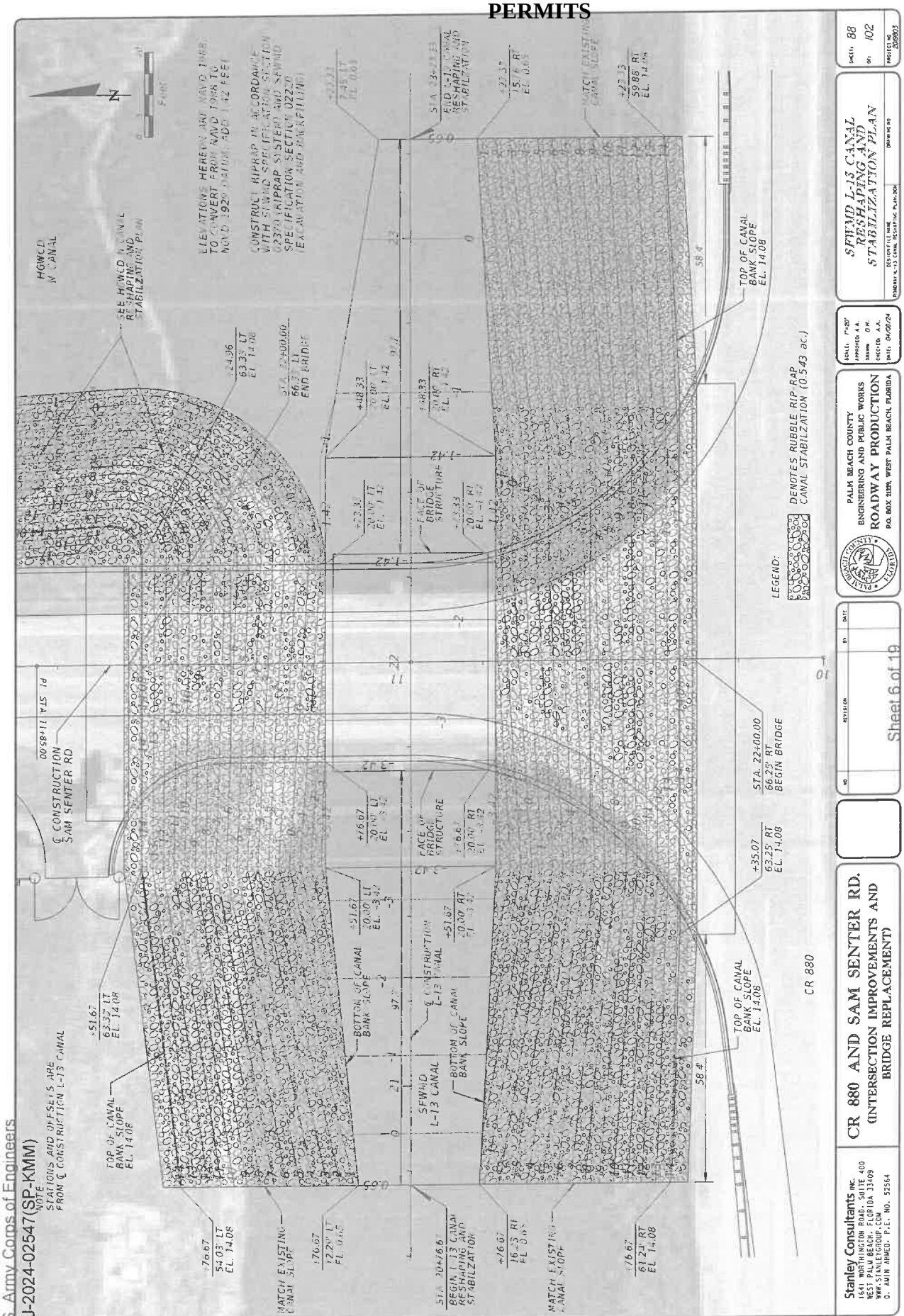
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: 1"=20'
APPROVED A.A.
DRAWN D.H.
CHECKED A.A.
DATE: 04/08/24

BRIDGE LAYOUT DETAIL

DESIGN FILE NAME: ROADWAY-BRIDGE LAYOUT DETAIL.DGN
DRAWING NO.

SHEET: 38
OF: 102
PROJECT NO. 2019003



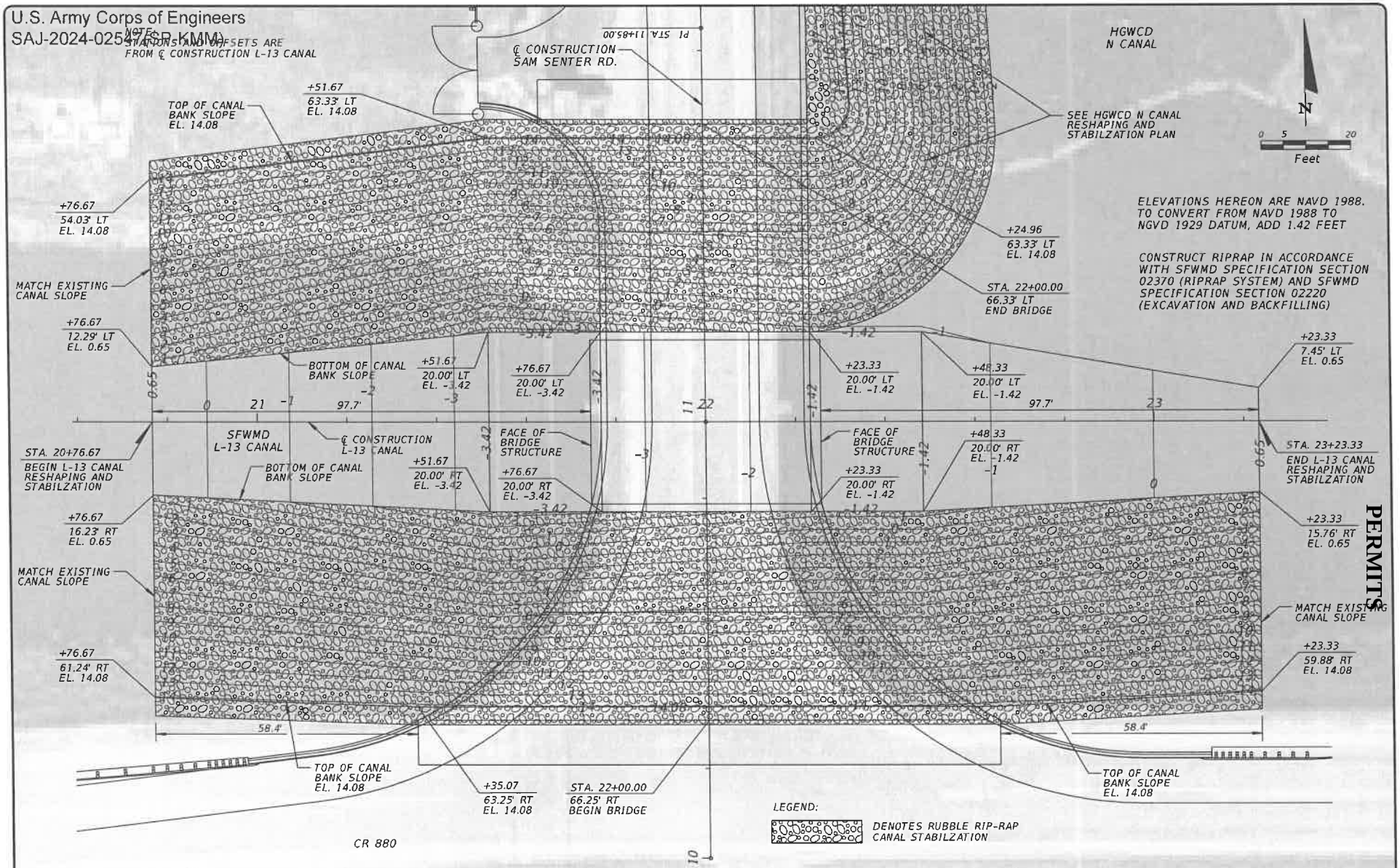
U.S. Army Corps of Engineers
SAJ-2024-02547(SP-KMM)

Sheet 6 of 19
10/14/2025

U.S. Army Corps of Engineers
SAJ-2024-02547 (SP-KMM)

PER-57

PERMITS

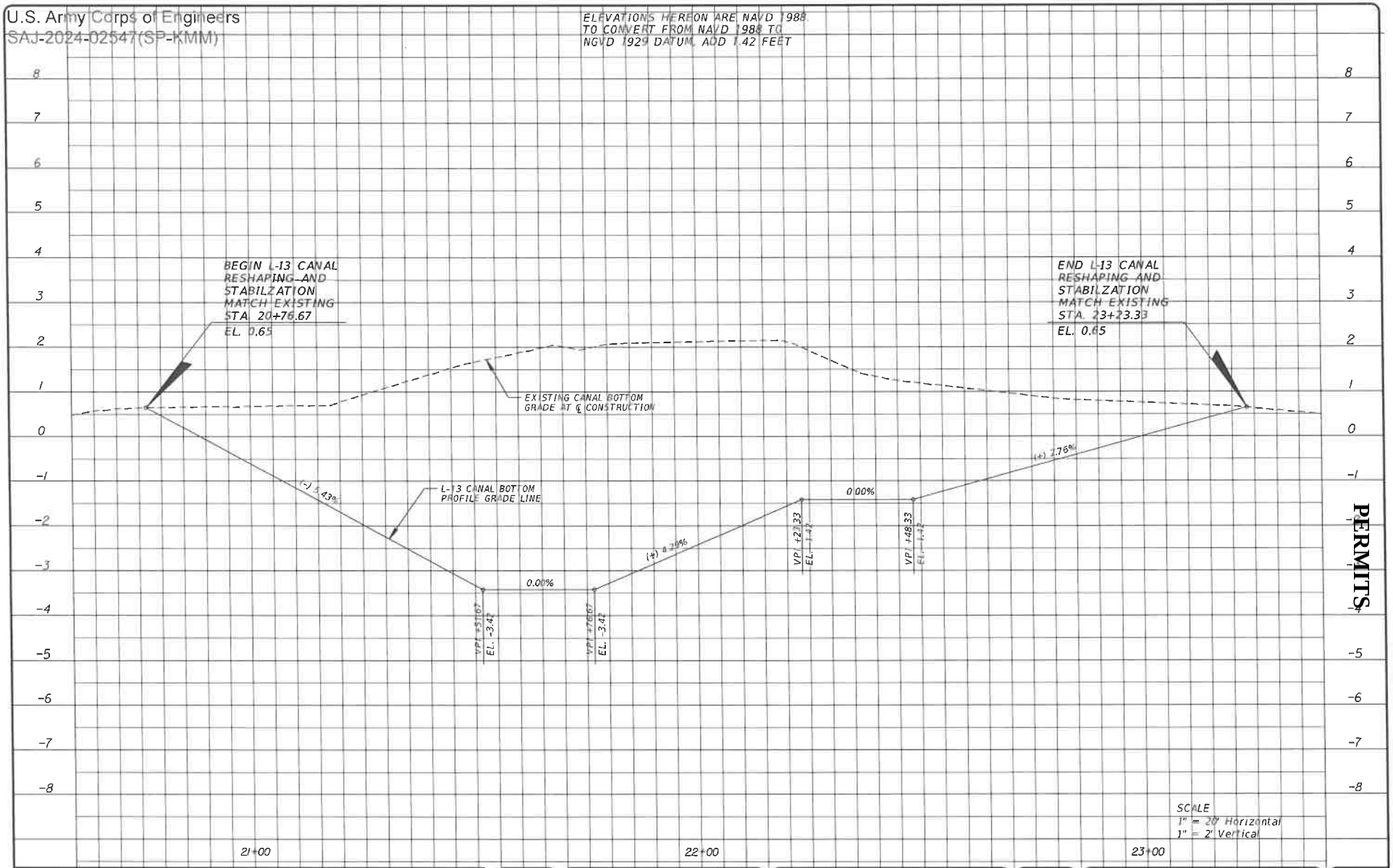


Stanley Consultants INC. 1641 WORTHINGTON ROAD, SUITE 400 WEST PALM BEACH, FLORIDA 33409 WWW.STANLEYGROUP.COM O. AMIN AHMED, P.E. NO. 52564	CR 880 AND SAM SENTER RD. (INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)	NO / REVISION / BY / DATE	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION P.O. BOX 21229, WEST PALM BEACH, FLORIDA
SCALE: 1"=20' APPROVED: A.A. DRAWN: D.H. CHECKED: A.A. DATE: 08/22/24	SFWMD L-13 CANAL RESHAPING AND STABILIZATION PLAN	DESIGN FILE NAME: ROADWAY L-13 CANAL RESHAPING PLAN.DGN	DRAWING NO.
SHEET: 88 OF: 102	PROJECT NO. 2019803		

10/14/2025

U.S. Army Corps of Engineers
SAJ-2024-02547(SP-KMM)

ELEVATIONS HEREON ARE NAVD 1988.
TO CONVERT FROM NAVD 1988 TO
NGVD 1929 DATUM, ADD 1.42 FEET



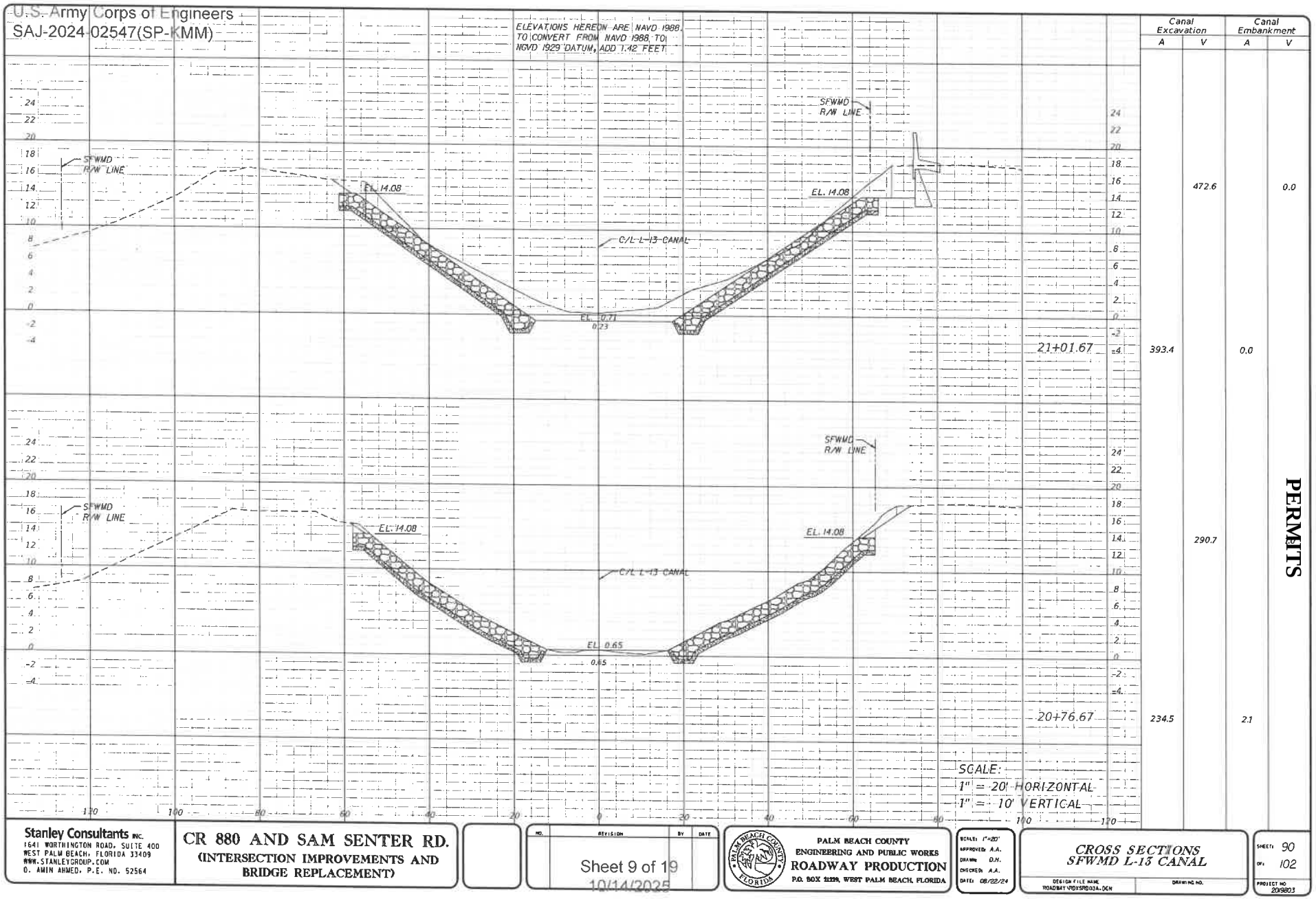
PER-58

PERMITS

Stanley Consultants INC. 1641 WORTHINGTON ROAD, SUITE 400 WEST PALM BEACH, FLORIDA 33409 WWW.STANLEYGROUP.COM O. AMEN AHMED, P.E. NO. 52564	CR 880 AND SAM SENTER RD. (INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)		NO. / REVISION / BY / DATE — Sheet 8 of 19 10/14/2025	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION P.O. BOX 21229, WEST PALM BEACH, FLORIDA	SCALE: 1"=20' APPROVED A.A. DRAWN D.H. CHECKED A.A. DATE: 04/08/24	SFWMD L-13 CANAL PROFILE	SHEET: 89 OF: 102 PROJECT NO. 2019803

DESIGN FILE NAME: ROADWAY\L-13 CANAL PROFILE.DGN
DRAWING NO.

U.S. Army Corps of Engineers
SAJ-2024-02547(SP-KMM)



Canal Excavation A	Canal Excavation V	Canal Embankment A	Canal Embankment V
	472.6		0.0
393.4		0.0	
	290.7		
234.5		2.1	

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CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: 1"=20'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 08/22/24

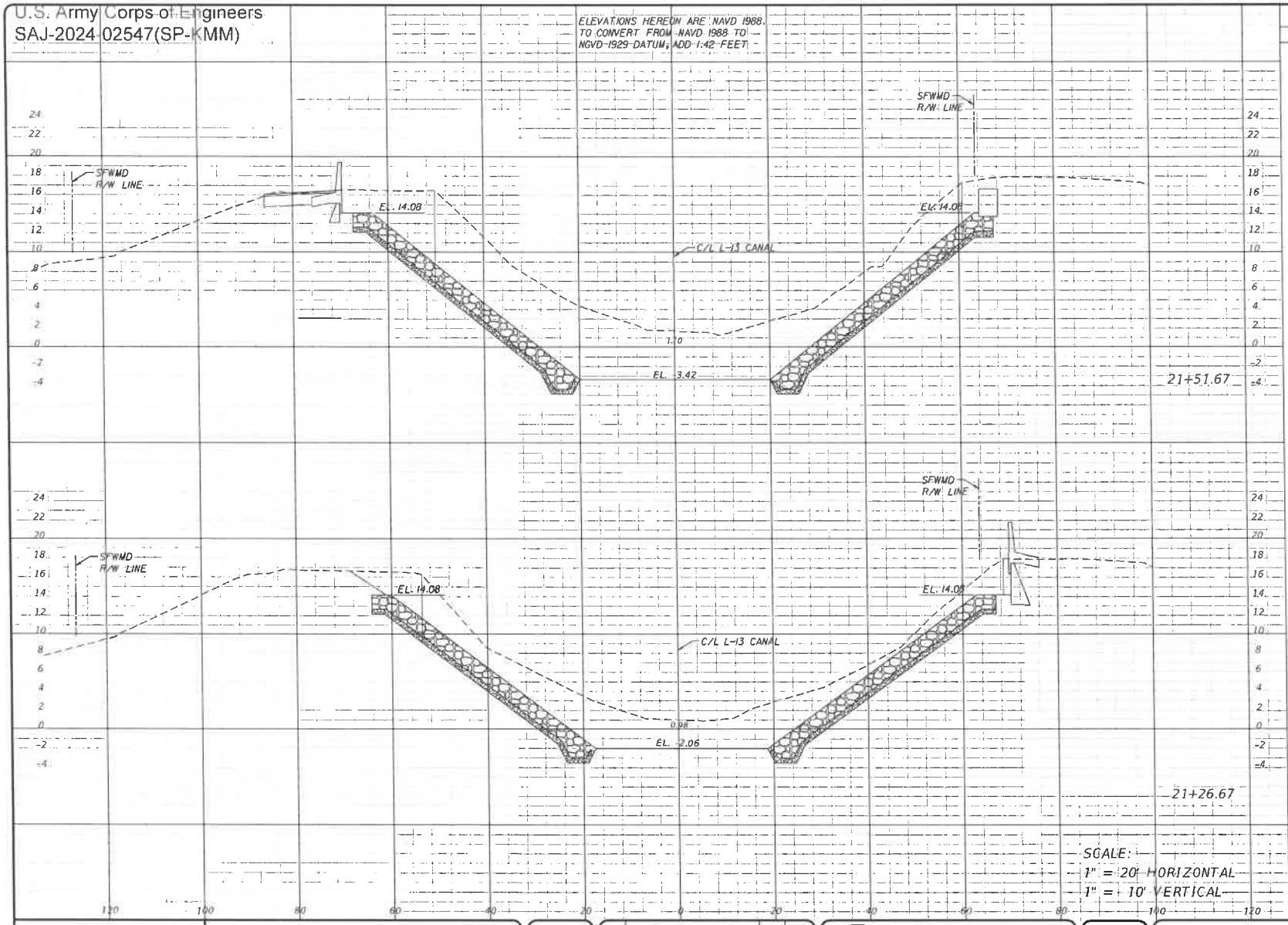
CROSS SECTIONS
SFWMD L-13 CANAL

DESIGN FILE NAME: ROADWAY\PDX\SR0104.DGN
DRAWING NO.

SHEET: 90
OF: 102
PROJECT NO: 2093803

PER-60

PERMITS



Canal Excavation A	Canal Excavation V	Canal Embankment A	Canal Embankment V
	927.4		0.0
936.9		0.0	
	724.2		
627.4		0.0	

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CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

Sheet 10 of 19
10/14/2025

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

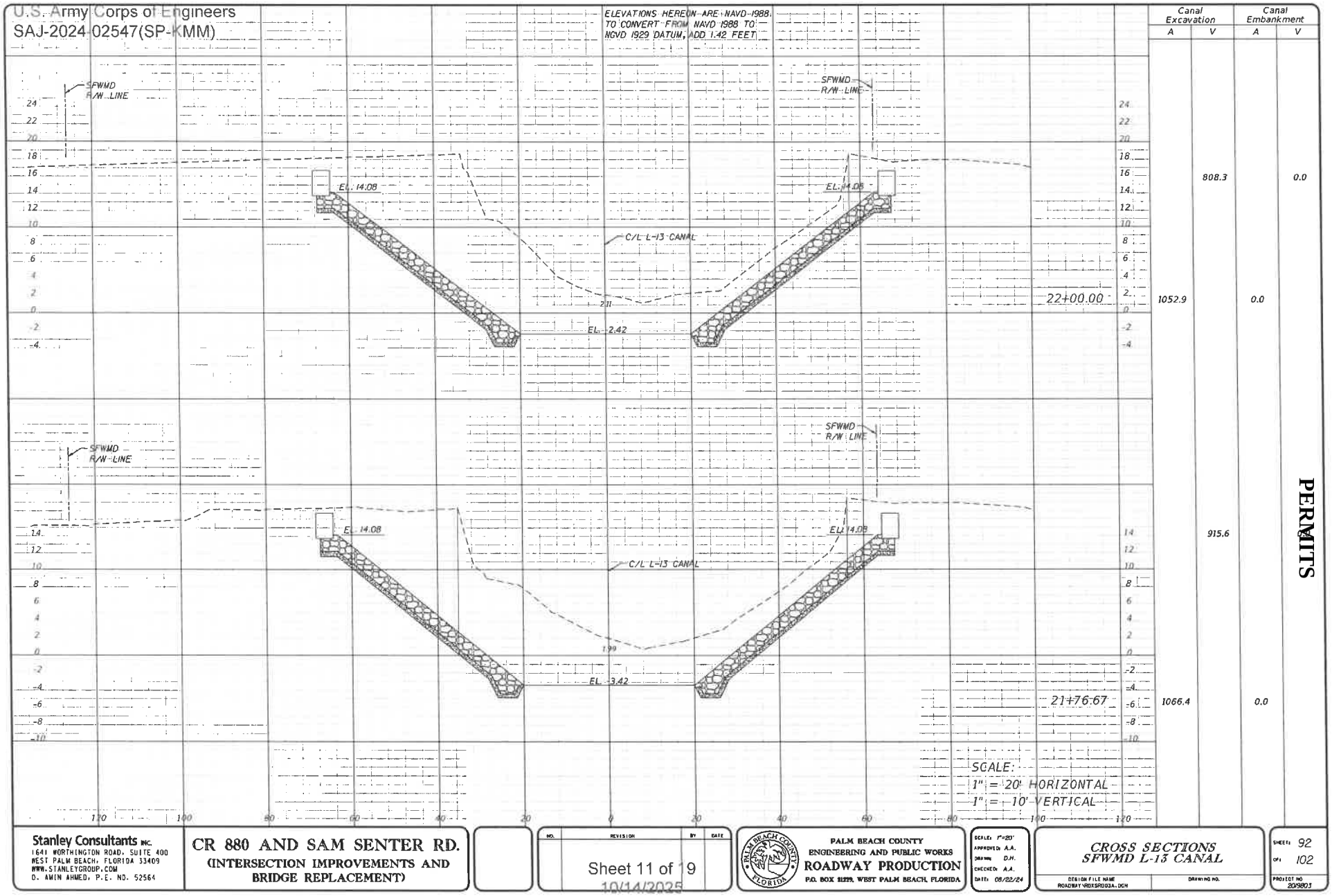
SCALE: 1"=20'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 08/22/24

CROSS SECTIONS
SFWMD L-13 CANAL

DESIGN FILE NAME: ROADWAY-ROXSR003A.DGN
DRAWING NO.

SHEET: 91
OF: 102
PROJECT NO: 2019803

U.S. Army Corps of Engineers
SAJ-2024-02547(SP-KMM)



Canal Excavation A	Canal Excavation V	Canal Embankment A	Canal Embankment V
	808.3		0.0
1052.9		0.0	
	915.6		
1066.4		0.0	

PERMITS

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CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

10/14/2025

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

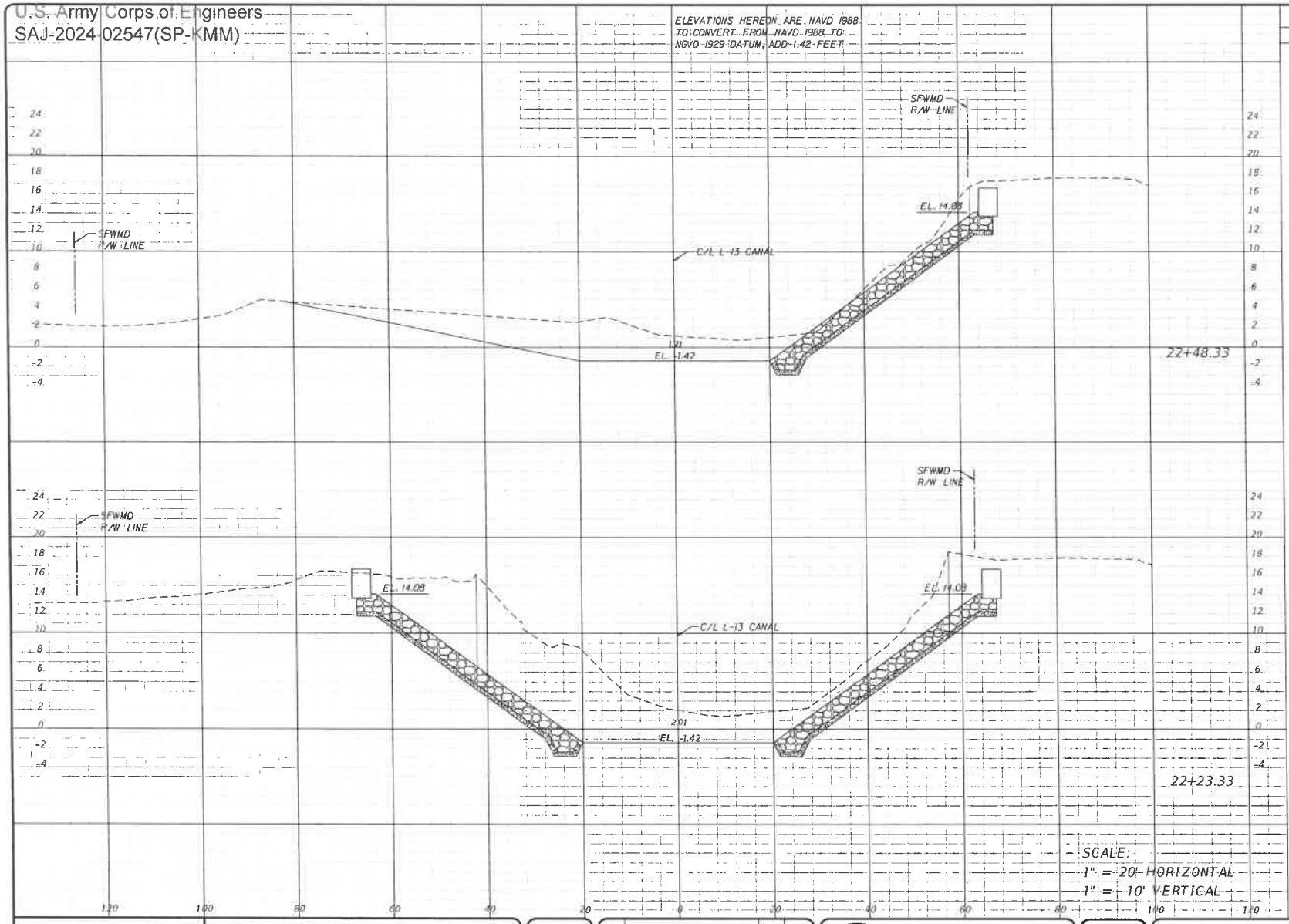
SCALE: 1"=20'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 08/22/24

CROSS SECTIONS
SFWMD L-13 CANAL

DESIGN FILE NAME: ROADWAY\ROXSRD03A.DGN
DRAWING NO.

SHEET: 92
OF: 102
PROJECT NO: 209803

U.S. Army Corps of Engineers
SAJ-2024-02547(SP-KMM)



Canal Excavation A	Canal Excavation V	Canal Embankment A	Canal Embankment V
	270.8		0.0
394.7		0.0	
	561.4		
817.9		0.0	

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CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

10/14/2025

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

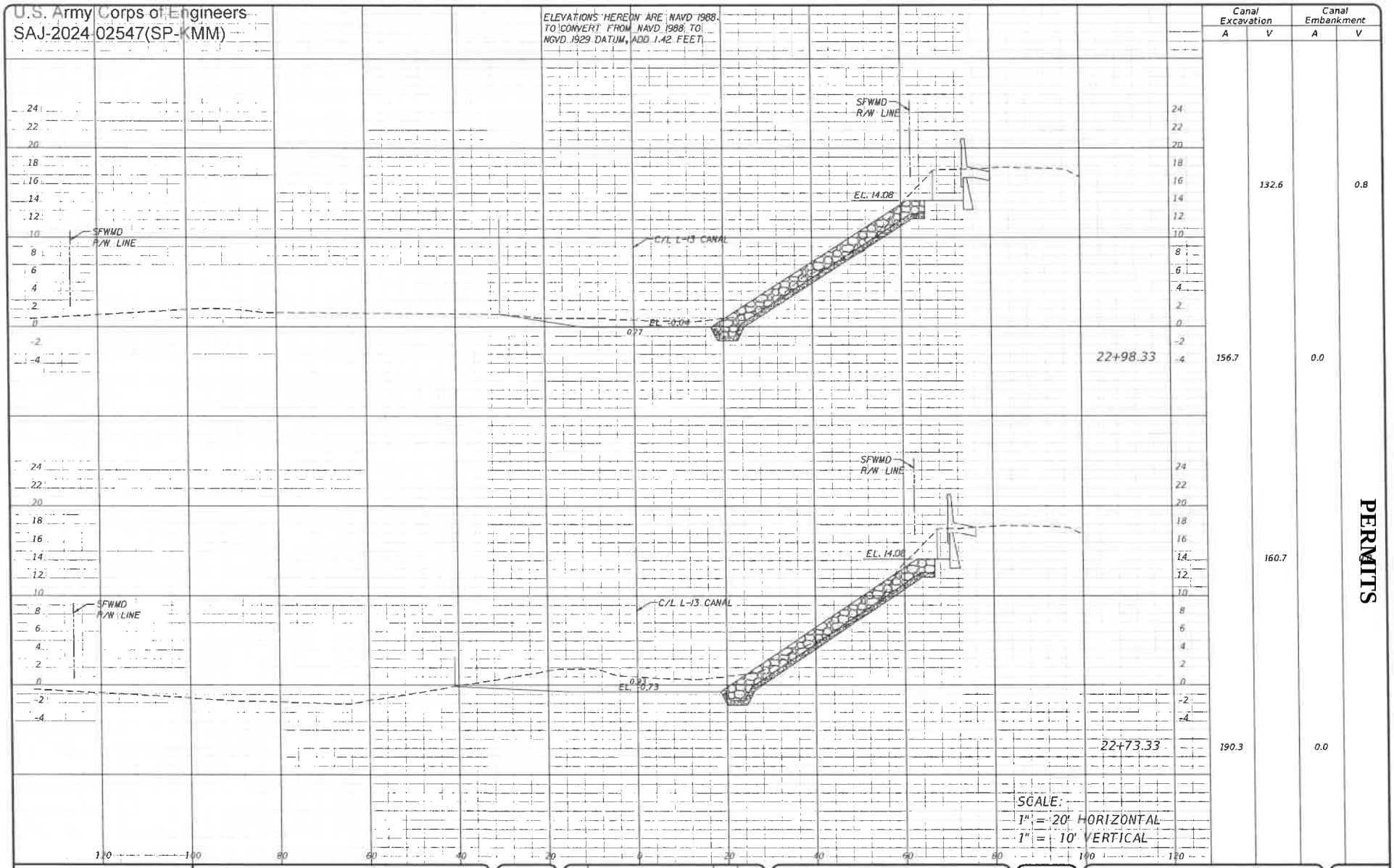
SCALE: 1"=20'
APPROVED: A.A.
DRAWN: D.N.
CHECKED: A.A.
DATE: 08/22/24

CROSS SECTIONS
SFWMD L-13 CANAL

DESIGN FILE NAME: ROADWAY-RDXSRD03A.DGN
DRAWING NO.

SHEET: 93
OF: 102
PROJECT NO. 2095803

U.S. Army Corps of Engineers
SAJ-2024-02547(SP-KMM)



	Canal Excavation		Canal Embankment	
	A	V	A	V
22+98.33	156.7	132.6	0.0	0.8
22+73.33	190.3	160.7	0.0	

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CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

Sheet 13 of 19
10/14/2025

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: 1"=20'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 08/22/24

CROSS SECTIONS
SFWMD L-13 CANAL

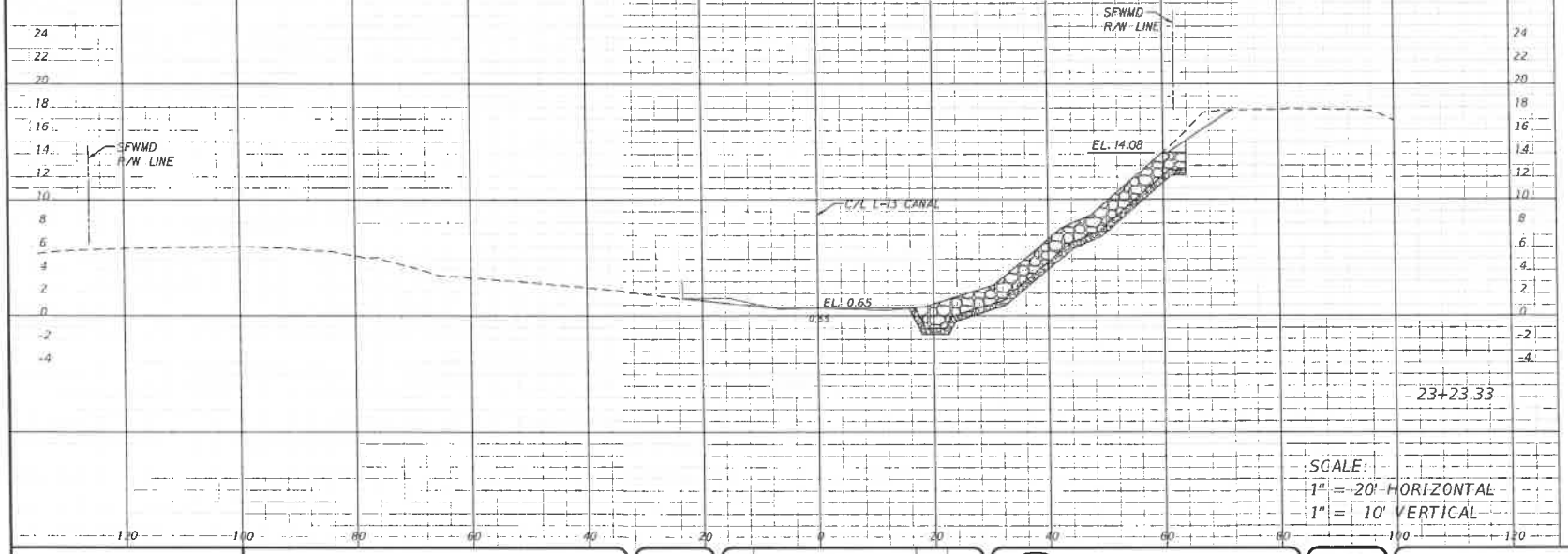
DESIGN FILE NAME: ROADWAY\RDXSRD03A.DGN
DRAWING NO.

SH 94
OF 102
PROJECT NO. 2019803

U.S. Army Corps of Engineers
SAJ-2024-02547(SP-KMM)

ELEVATIONS HEREON ARE NAVD 1988. TO CONVERT FROM NAVD 1988 TO NGVD 1929 DATUM, ADD 1.42 FEET.

TOTAL CANAL EXCAVATION: 5264 CY
TOTAL CANAL EMBANKMENT: 2 CY



Canal Excavation A	Canal Excavation V	Canal Embankment A	Canal Embankment V
129.7	0.0	1.7	

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CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

Sheet 14 of 19
10/14/2025

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

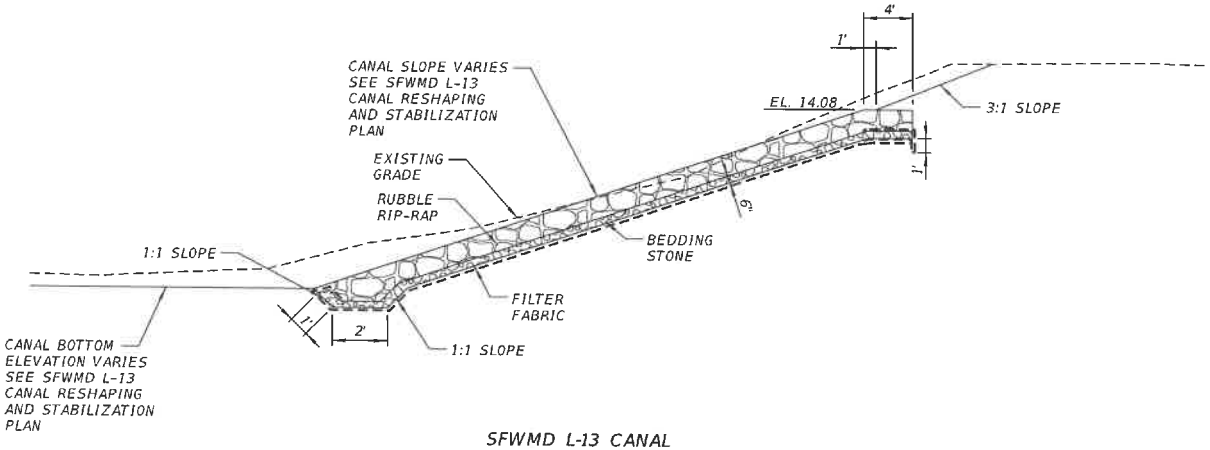
SCALE: 1"=20'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 08/22/24

CROSS SECTIONS SFWMD L-13 CANAL

DESIGN FILE NAME: ROADWAY\ROXSR003A.DGN
DRAWING NO.

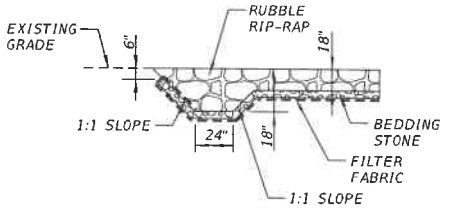
SHEET: 95
OF: 102
PROJECT NO. 2019803

ELEVATIONS HEREON ARE NAVD 1988.
TO CONVERT FROM NAVD 1988 TO
NGVD 1929 DATUM, ADD 1.42 FEET



SFWMD L-13 CANAL
SLOPE STABILIZATION

NOT TO SCALE



SFWMD L-13 CANAL
SLOPE STABILIZATION
CANAL SIDE SLOPES
TOE-IN DETAIL

NOT TO SCALE

CONSTRUCT RIPRAP IN ACCORDANCE
WITH SFWMD SPECIFICATION SECTION
02370 (RIPRAP SYSTEM) AND SFWMD
SPECIFICATION SECTION 02220
(EXCAVATION AND BACKFILLING)

Stanley Consultants INC.
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WEST PALM BEACH, FLORIDA 33409
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O. AMIN AHMED, P.E. NO. 52564

CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND
BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

10/14/2025

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: NONE
APPROVED: A.A.
DRAWN: D.N.
CHECKED: A.A.
DATE: 08/22/24

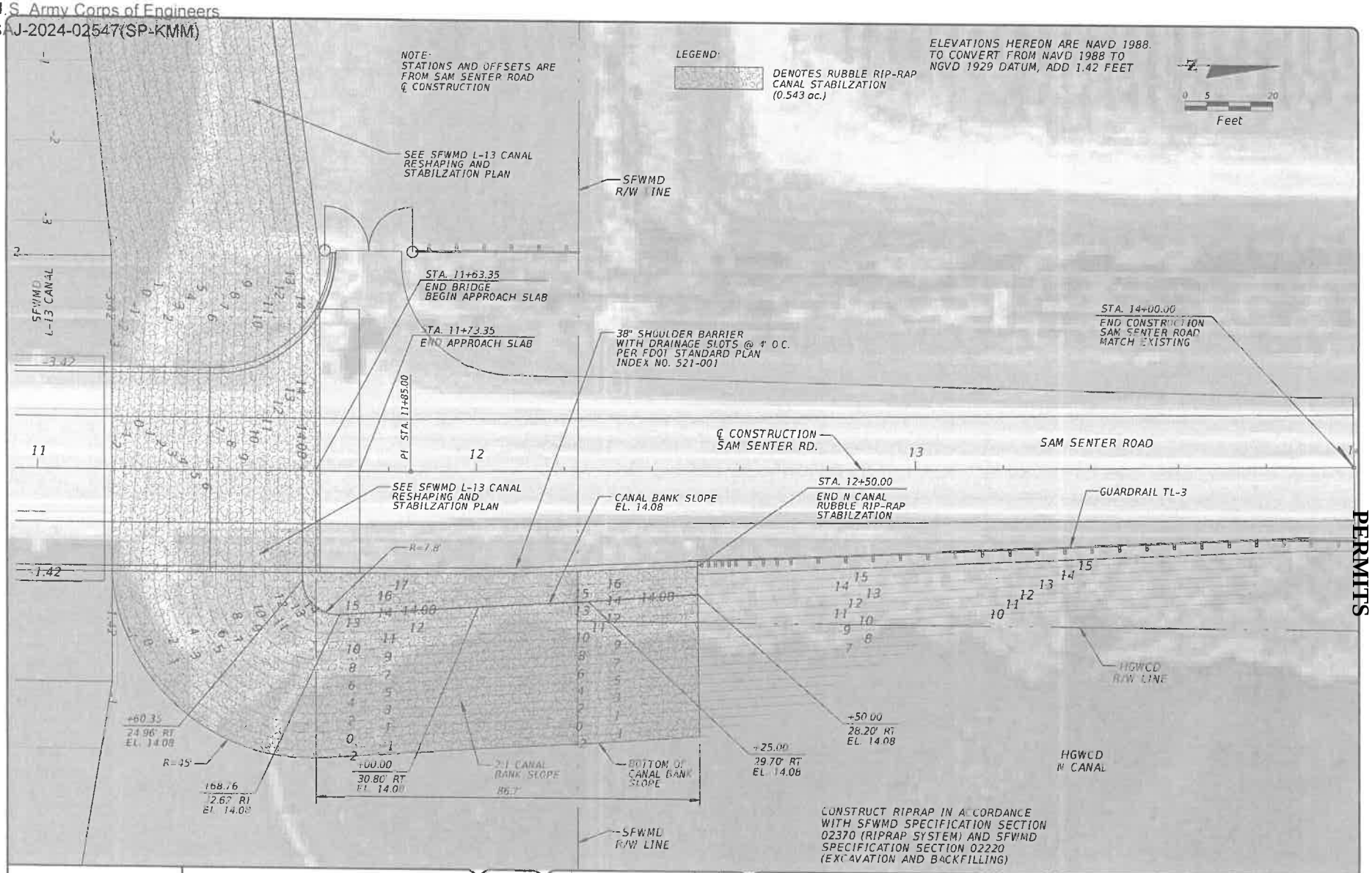
SFWMD L-13 CANAL
DETAILS

DESIGN FILE NAME: ROADWAY\L-13 CANAL DETAILS.DGN
DRAWING NO.

SHEET: 96
OF: 102
PROJECT NO. 2059803

PER-66

PERMITS



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WEST PALM BEACH, FLORIDA 33409
WWW.STANLEYGROUP.COM
O. AMIN AHMED, P.E. NO. 52564

CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

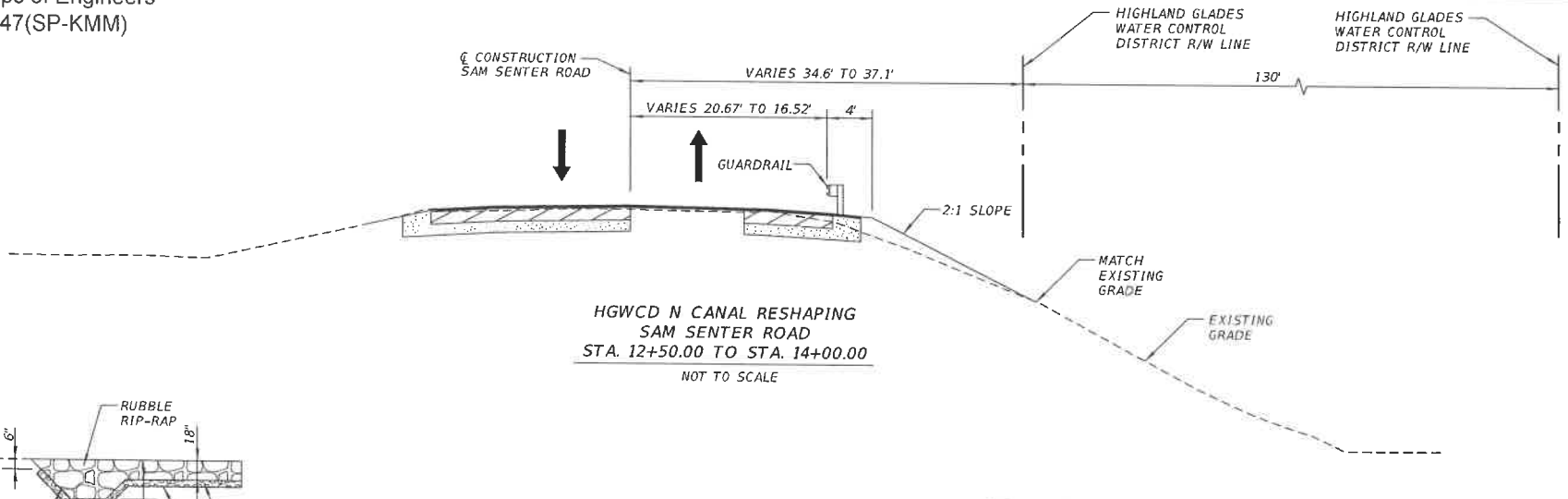
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'
APPROVED A.A.
DRAWN D.H.
CHECKED A.A.
DATE: 04/08/24

HGWCD N CANAL RESHAPING AND STABILIZATION PLAN

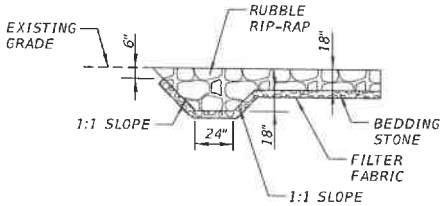
DESIGN FILE NAME: ROADWAY\N CANAL RESHAPING PLAN.DGN
DRAWING NO.

SHEET 97
OF 102
PROJECT NO. 2098003



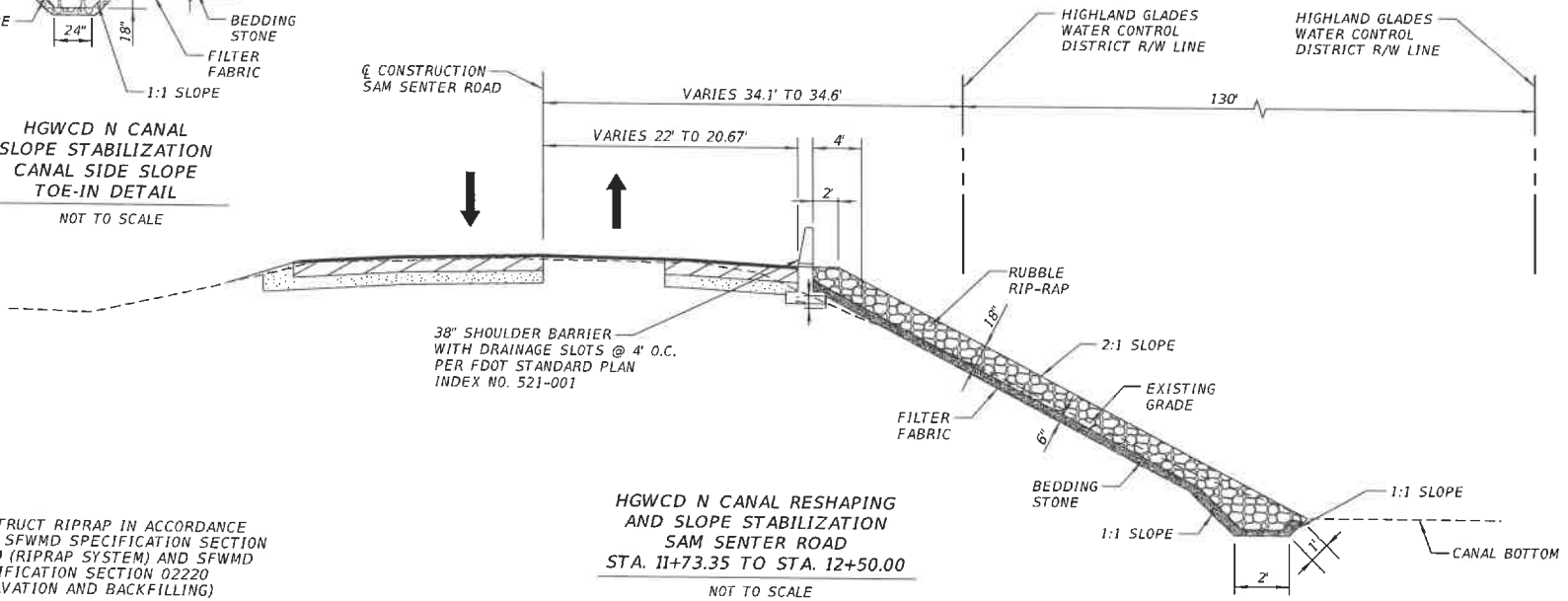
HGWCD N CANAL RESHAPING
SAM SENTER ROAD
STA. 12+50.00 TO STA. 14+00.00

NOT TO SCALE



HGWCD N CANAL
SLOPE STABILIZATION
CANAL SIDE SLOPE
TOE-IN DETAIL

NOT TO SCALE



HGWCD N CANAL RESHAPING
AND SLOPE STABILIZATION
SAM SENTER ROAD
STA. 11+73.35 TO STA. 12+50.00

NOT TO SCALE

CONSTRUCT RIPRAP IN ACCORDANCE WITH SFWMD SPECIFICATION SECTION 02370 (RIPRAP SYSTEM) AND SFWMD SPECIFICATION SECTION 02220 (EXCAVATION AND BACKFILLING)

Stanley Consultants INC.
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WEST PALM BEACH, FLORIDA 33409
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O. AMIN AHMED, P.E. NO. 52564

CR 880 AND SAM SENTER RD.
(INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT)

NO.	REVISION	BY	DATE

10/14/2025

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: NONE
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 04/08/24

HGWCD N CANAL
DETAILS

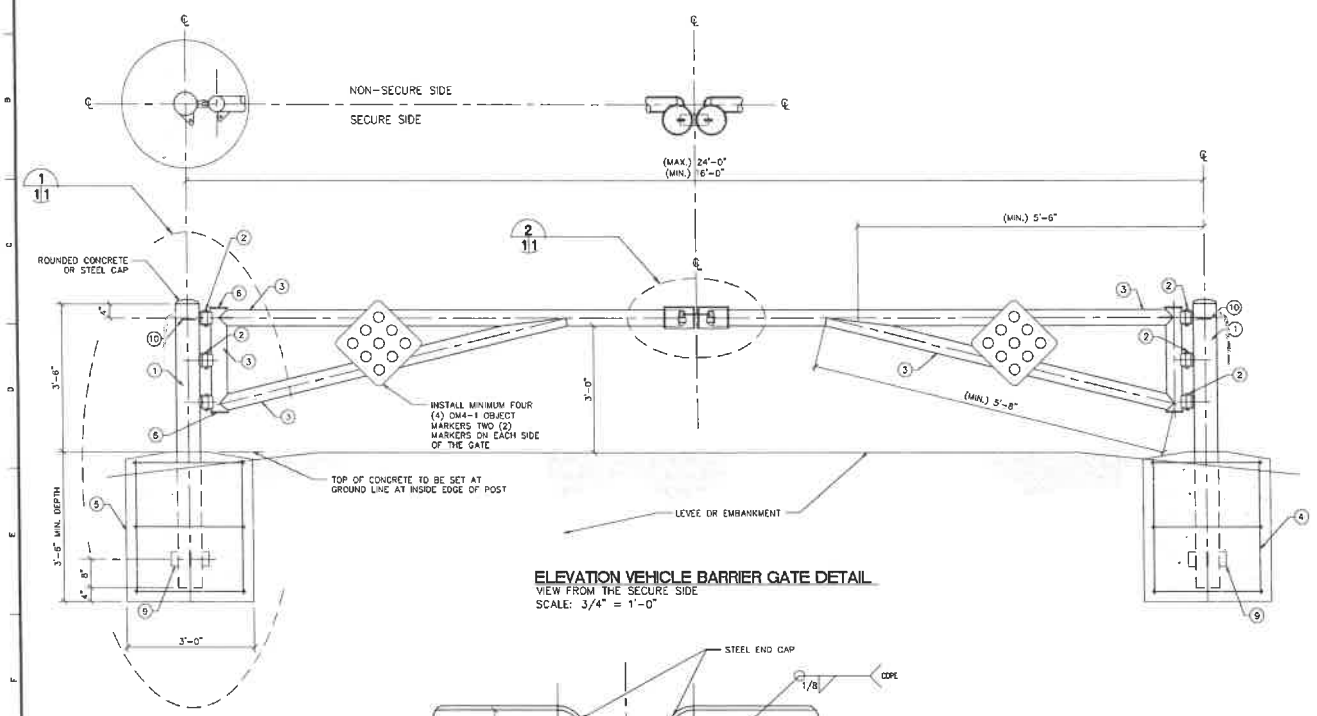
DESIGN FILE NAME: ROADWAY\N CANAL DETAILS.DGN
DRAWING NO.

SHEET: 98
OF: 102
PROJECT NO. 2019003

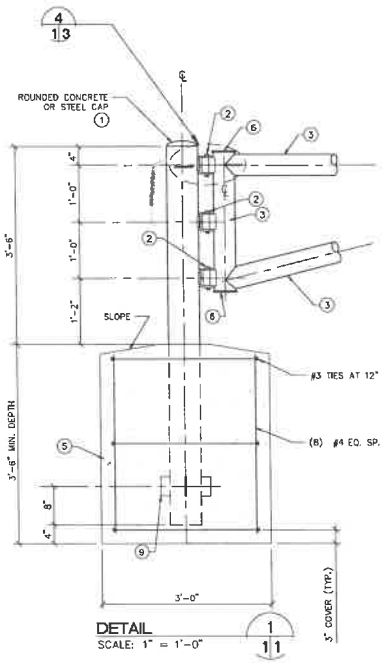
PER-67

PERMITS

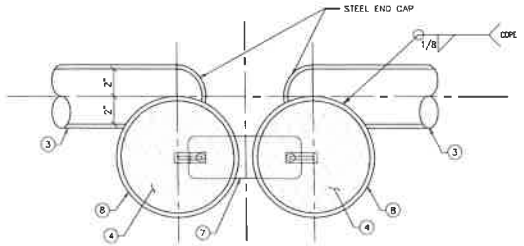
PER-68

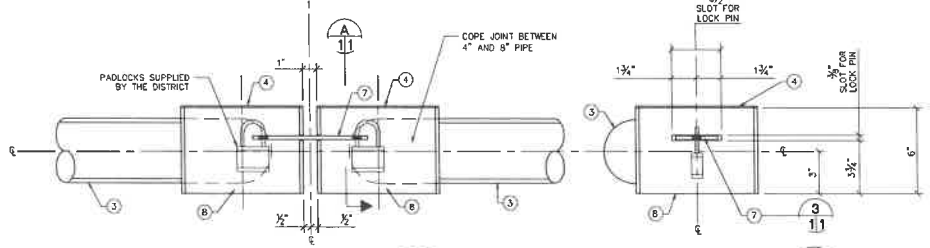


ELEVATION VEHICLE BARRIER GATE DETAIL
VIEW FROM THE SECURE SIDE
SCALE: 3/4" = 1'-0"



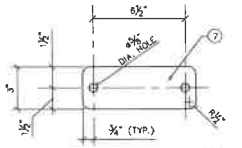
DETAIL 1/1-1 — SCALE: 1" = 1'-0"





DETAIL 2/1-1 — SCALE: 3" = 1'-0"

SECTION A/1-1 — SCALE: 3" = 1'-0"



DETAIL LOCK PIN DETAIL 3/1-1 — SCALE: 3" = 1'-0"

GENERAL NOTES:

1. SEE SHEET 3 FOR KEYNOTES AND GENERAL NOTES.

The consultant, contractor or other parties associated with District projects shall comply with Florida Statutes 119. These Standards and Guidelines are the property of the District and must be secured and controlled as a protected document. Any unauthorized use by any individual or outside/third party not performing work necessary for District projects is prohibited.

APPROVED
REVISION NO. V2.1
EFFECTIVE DATE OCT 2022
CHANGE NO. CC030709

SOUTH FLORIDA
WATER MANAGEMENT DISTRICT

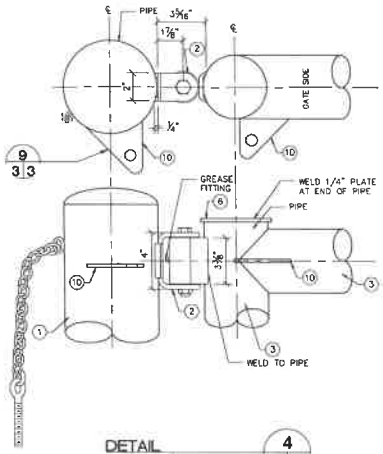
PERMITS

STANDARD CIVIL DETAILS
VEHICLE BARRIER
TWO SPAN GATE

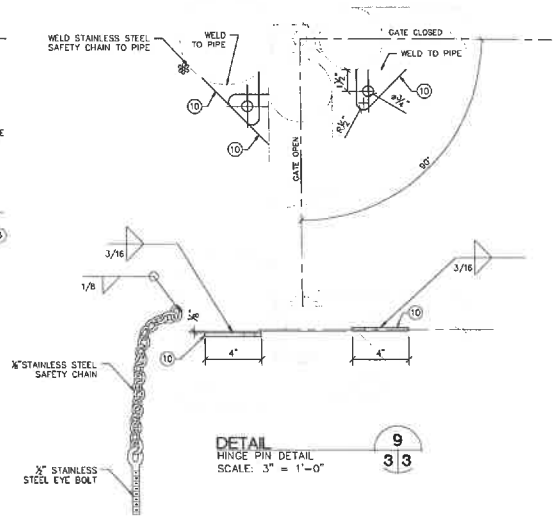
C2

SHEET 1 of 3

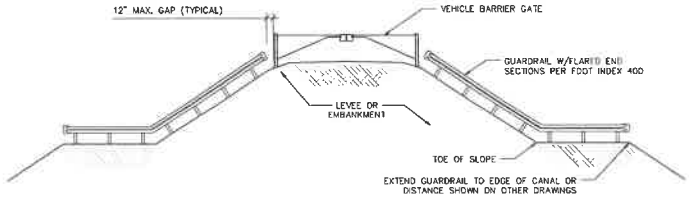
PER-69



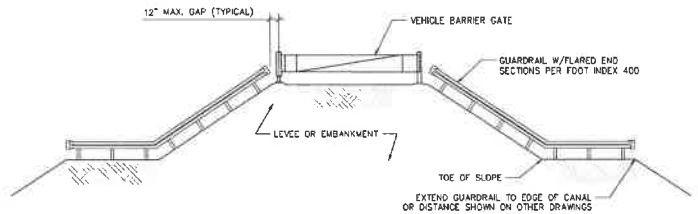
DETAIL
HINGE DETAIL
SCALE: 3" = 1'-0"
4
12|3



DETAIL
HINGE PIN DETAIL
SCALE: 3" = 1'-0"
9
3|3



TYPICAL VEHICLE BARRIER GATE INSTALLATION
TWO SPAN GATE
NOT TO SCALE



TYPICAL VEHICLE BARRIER GATE INSTALLATION
ONE SPAN GATE
NOT TO SCALE

GENERAL NOTES:

1. ALL POST AND FRAMEWORK SHALL BE GALVANIZED STEEL SCHEDULE 40 PIPE.
2. ALL WELDS SHALL BE COATED WITH COLD GALVANIZING COMPOUND.
3. ALL JOINTS SHALL BE WELDED ALL AROUND AND WELDS TO BE GROUND SMOOTH.
4. WELDS AT HINGE SHALL BE SIZED TO DEVELOP FULL CAPACITY OF THE HINGE.
5. FINISH FOR ALL METAL SURFACES SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM 123.
6. PADLOCKS TO BE PROVIDED BY DISTRICT.
7. ALL CONCRETE SHALL BE 3,000 PSI.
8. ALL EXPOSED STEEL SURFACES OF THE GATE SHALL BE COATED WITH COATING SYSTEM 5-7 PER SECTION 09900. COATING COLOR SHALL BE OSHA SAFETY YELLOW.
9. GATES TO SWING IN TOWARD THE SECURE SIDE OF FACILITY ACCESS ROAD.
10. USE HEAVY DUTY ROLLER BEARING HINGE AS MANUFACTURED BY GUARDIAN, OR APPROVED EQUAL. MINIMUM HINGE CAPACITY 3000 LB. PER PAIR.
11. SHOP SUBMITTALS INDICATING DIMENSIONS, WELDMENTS, DETAILS, HINGES AND ASSEMBLIES ARE REQUIRED IN ACCORDANCE WITH SECTION 01300-SUBMITTALS.
12. SPECIFY CABLE AND CHAIN BERM BARRIERS AT LOCATIONS DESIGNATED BY THE DISTRICT AS HIGH SECURITY.

KEY NOTES		
MARK	DESCRIPTION	REMARKS
1	6" DIA. SCH 40 PIPE (GALV.)	CONCRETE FILLED
2	HEAVY DUTY HINGE, (GALV.)	(3) REQ'D. FOR (1) SPAN (SEE NOTE 10)
3	4" DIA. SCH 40 PIPE (GALV.)	
4	EXPANDED METAL COVER	
5	CONCRETE BASE	3000 PSI
6	1/4" PLATE (GALV.)	CAP PLATE (TOP AND BOTTOM)
7	1/4" PLATE (GALV.)	LOCK PIN
8	8" DIA. SCH 40 PIPE (GALV.)	
9	1/4"x 2"x 4" PLATE (GALV.)	(4) EACH REQ'D PER POST
10	1/4" PLATE (GALV.)	HINGE PIN
11	HHS (HOLLOW STRUCTURAL SECTION) 6"x2"x⅜"	SLOT LINER FOR LOCK PIN TONGUE
12	1/4" PLATE (GALV.)	LOCK PIN TONGUE
13	2" DIA SCH 40 PIPE (GALV)	
14	4" DIA SCH 40 90° PIPE ELBOW (GALV)	
15	1/4" PLATE (GALV.)	

The consultant, contractor or other parties associated with District projects shall comply with Florida Statutes 119. These Standards and Guidelines are the property of the District and must be secured and controlled as confidential information. Any unauthorized use by individual or outside/third party not performing work necessary for District projects is prohibited.

APPROVED
REVISION NO. W.O.
EFFECTIVE DATE DEC 1 2015
CHANGE NO. 00290299

SOUTH FLORIDA
WATER MANAGEMENT DISTRICT

PERMITS

STANDARD CIVIL DETAILS
VEHICLE BARRIER
GATE DETAILS

C2

SHEET 3 OF 3

U.S. Army Corps of Engineers
Water Quality Certification Document

South Florida Water Management District
Individual Environmental Resource Permit No. 50-110548-P
Date Issued: May 2, 2024

Permittee: Palm Beach County Board Of County Commissioners
Department Of Engineering & Public Works
PO Box 21229
West Palm Beach, FL 33411

Project: CR 880 At Sam Senter Road

Application No. 231201-41477

Location: Palm Beach County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Rich Batewell, III, P.E.
Section Administrator

U.S. Army Corps of Engineers
Water Quality Certification Document

South Florida Water Management District
Individual Environmental Resource Permit No. 50-110548-P

Date Issued: May 2, 2024	**Expiration Date:** May 2, 2029
Project Name:	CR 880 At Sam Senter Road
Permittee:	Palm Beach County Board Of County Commissioners Department Of Engineering & Public Works PO Box 21229 West Palm Beach, FL 33411
Operating Entity:	Palm Beach County Board Of County Commissioners Department Of Engineering & Public Works PO Box 21229 West Palm Beach, FL 33411
Location:	Palm Beach County
Permit Acres:	8.21 acres
Project Land Use:	Transportation
Special Drainage District:	Highland Glades Drainage District
Water Body Classification:	CLASS III CLASS III CLASS III
FDEP Water Body ID:	3254 3252A 3248A
Wetland and Surface Water Impacts:	0.78 acres
Conservation Easement to District:	No
Sovereign Submerged Lands:	No

Project Summary
This Environmental Resource Permit (ERP) authorizes the Construction and Operation of a stormwater management (SWM) system serving 8.21 acres of roadway development known as CR 880 at Sam Senter Road.

The project proposes the construction of a new bridge crossing over the L-13 Canal (Ocean Canal) on Sam Senter Road with associated rip-rap abutments, and an eastbound left turn lane, widening of paved shoulders, and SWM system improvements along County Road (CR) 880. The SWM system improvements along CR 880 include re-grading roadside swales. Refer to Exhibit No. 2.0 for CR880 Plans and Exhibit No. 2.1 Sam Senter Road Bridge plans.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

U.S. Army Corps of Engineers
Water Quality Certification Document

Site Description
The site is located east of the town of Belle Glade on CR 880 (aka: East Canal Street South). The project begins 0.50 miles west of Sam Senter Road and ends 0.3 miles east of Sam Senter Road, Palm Beach County. The site is an existing roadway and bridge constructed before the need to obtain Environmental Resource Permits. Refer to Exhibit No. 1.0 for a location map.

For information on wetland and other surface water (OSW) impacts, please see the Wetlands and OSWs section of this permit.

Ownership, Operation, & Maintenance (O&M)
Perpetual O&M of the SWM system will be the responsibility of the Palm Beach County Board Of County Commissioners. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

U.S. Army Corps of Engineers
Water Quality Certification Document

Engineering Evaluation:

Land Use
Refer to Engineering Evaluation Tables for land use.

Water Quality
The SWM system is designed as four(4) separated control basins, generally each basin provides treatment and storm attenuation to each corresponding area. The water quality required on Sam Senter Road is negligible and the CR 880 roadside ditches are designed to compensate for the water quality requirements on Sam Senter Road.

Overall, The project provides 0.74 ac-ft of water quality treatment within 3 dry detention areas, as found in the Water Quality Table below.

The project includes implementation of a Turbidity and Erosion Control Plan (Exhibit No. 2.0), as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Discharge
The proposed SWM system is divided into 4 sub-basins which discharge via control structures into the adjacent agricultural ditch which discharges into the L-13 canal. A pre- vs. post-development analysis was used for the discharge rate. Refer to the Water Quantity Tables below for discharge and control structure details.

Road Design
Minimum road elevations have been set at greater than 1 foot above the FEMA flood elevation of 13.00 ft NAVD.

Perimeter Berm
The minimum perimeter berm elevations have been set at or above the calculated design storm flood elevation of 9.91 ft NAVD.

Flood Plain
The works proposed in this application will not result in floodplain impacts.

Offsite Flow and Conveyance
There are existing off-site drainage patterns flowing through the site; the agricultural ditch along the east side of Sam Senter Road flows south into the L-13 Canal, and the L-13 Canal flows west to east along the north side of CR 880. These off-site flows will continue to be maintained by the proposed development. No adverse impacts to flows within the L-13 Canal are anticipated.

Certification, Operation, and Maintenance
Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1 - 12.3, ERP AH Vol. I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

U.S. Army Corps of Engineers
Water Quality Certification Document

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4, ERP AH Vol. I for Minimum Operation and Maintenance Standards.

Notable project components requiring routine inspection and maintenance may include but are not limited to:

- Side slopes for stormwater lakes and ponds – maintain side slopes no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation and nurtured or planted from 2.0 feet below to 1.0 feet above the control elevation pursuant to Section 5.4.2, ERP AH Vol. II.
- Conveyance pipes, conveyance structures and discharge structures – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Exfiltration trenches – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Swales – maintain the permitted cross-section and vegetative cover.
- Underground storage facilities – all facilities must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Pumps – float switches should be inspected and any obstructions removed to ensure proper operation; intake and discharge pipes should be maintained clear of trash, sediment and vegetative debris; motors should be maintained to ensure proper operation.

U.S. Army Corps of Engineers
Water Quality Certification Document

Engineering Evaluation Tables:

Land Use

Basin	Land Type	Area (ac)	% of Total Basin
CR880-1	Impervious	1.40	55.34
	Pervious	1.13	44.66
	Total:	2.53	100%
CR880-2	Impervious	1.08	65.06
	Pervious	0.58	34.94
	Total:	1.66	100%
CR880-3	Impervious	1.32	36.07
	Pervious	2.34	63.93
	Total:	3.66	100%
Sam Senter	Impervious	0.36	100.00
	Pervious	0.00	0.00
	Total:	0.36	100%
Total Project	**Impervious**	**4.16**	**50.67**
	Pervious	**4.05**	**49.37**
	Total	**8.21**	**100%**

Water Quality

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)	Overflow Elevation (ft NAVD88)
CR880-1	Treatment	DRY DETENTION	0.22	0.30	10.50
CR880-2	Treatment	DRY DETENTION	0.17	0.13	10.50
CR880-3	Treatment	DRY DETENTION	0.23	0.31	10.50
Sam Senter	Treatment	DRY DETENTION	0.06	0.00	

Bleeder

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Dia.(in)	Invert EL (ft NAVD88)	Receiving Body
CR880-1	7.50	DS-1	Discharge	1	Circular Orifice	3.00	7.50	Ag ditch to L-13
CR880-2	7.50	DS-2	Discharge	1	Circular Orifice	3.00	7.50	Ag Ditch to L-13
CR880-3	7.50	DS-3	Discharge	1	Circular Orifice	3.00	7.50	Ag Ditch to L-13

U.S. Army Corps of Engineers
Water Quality Certification Document

Inlets

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Length (in)	Width (in)	Crest EL (ft NAVD88)	Receiving Body
CR880-1	7.50	DS-1	Water Quality	1	FDOT MOD D DROP INLET	49.0	37.0	9.50	Ag ditch to L-13
CR880-2	7.50	DS-2	Water Quality	1	FDOT MOD D DROP INLET	49.0	37.0	9.50	Ag Ditch to L-13
CR880-3	7.50	DS-3	Water Quality	1	FDOT MOD H DROP INLET	79.0	37.0	9.50	Ag Ditch to L-13

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Water Quality Certification Document

Environmental Evaluation:

Wetland and OSW Description
There are no wetlands located within the project site. The project site contains OSW totaling 0.78 acres. The OSW consist of the SFWMD Ocean Canal (L-13) and the Highland Glades Water Control District's (HGWCD) N Canal. Please see Exhibit No. 3.0 for OSW locations.

Wetland and OSW Impacts
The project will include 0.78 acres of work in OSWs as described in the Environmental Data Table. Exhibit No. 3.0 identifies the locations of the work within OSWs.

In accordance with Section 10.2.2.3, ERP AH Vol. I, the regulated activity will not adversely impact the value of functions provided to fish and wildlife and listed species by wetlands and OSWs, therefore, mitigation is not required.

Fish, Wildlife, and Listed Species
The project site does not contain significant habitat for wetland-dependent endangered or threatened wildlife species, or species of special concern. No wetland-dependent endangered or threatened species or species of special concern were observed onsite. Submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the permittee from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

U.S. Army Corps of Engineers
Water Quality Certification Document

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters:	0.78	acres
Direct Impacts:	0.78	acres
Secondary impacts:	0	acres
Net UMAM Functional Loss/ Gain:	0	units
Total Onsite Mitigation Area:	0	acres
Total Offsite Mitigation Area:	0	acres
Mitigation Provided in Permit No.:		

OSW

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
canal	0.78	Works in Surface Waters	Ditches and Canals			0.000
Total:	**0.78**					**0.000**

U.S. Army Corps of Engineers
Water Quality Certification Document

Related Concerns:

Water Use Permit Status
Neither irrigation nor dewatering are required for this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Historical/ Archaeological Resources
No information has been received that indicates the presence of archaeological or historical resources on the project site or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places.

This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

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Water Quality Certification Document

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

U.S. Army Corps of Engineers
Water Quality Certification Document

County in which the activity is located.

b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

U.S. Army Corps of Engineers
Water Quality Certification Document

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

U.S. Army Corps of Engineers
Water Quality Certification Document

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.

2. Perpetual O&M of the SWM system shall be the responsibility of the Palm Beach County Board Of County Commissioners. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property of the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation. Side slopes shall be nurtured or planted from 2.0 feet below to 1.0 feet above control elevation to ensure vegetative growth.

4. A stable, permanent and accessible elevation reference shall be established on or within 100 feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

5. Prior to initiating construction activities associated with this ERP, the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the West Palm Beach Office at (561) 686-8800 or via e-mail at: precon@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

6. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permitee associated with this project. Please refer to Chapter 68A-27, F.A.C. for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

7. Issuance of this permit does not constitute authorization to perform any work or install any improvements within the District's right of way (a.k.a. "Works of the District"). Work or improvements within the District's right of way must be authorized by a separate Right of Way Occupancy Permit. Failure to obtain authorization to perform work or install improvements within the District's right of way shall require modification of this permit, as may be required, to ensure that all proposed work is and improvements are situated outside of the District's right of way.

COMMENCEMENT NOTIFICATION

Within ten (10) days of initiating the authorized work, submit this form to via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) ***or*** *by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number**: SAJ- - (-)

2. **Permittee Information**:

   Name: _____

   Email: _____

   Address: _____

   _____

   Phone: _____

3. **Construction Start Date**: _____

4. **Contact to Schedule Inspection**:

   Name: _____

   Email: _____

   Phone: _____

_____
Signature of Permittee

_____
Printed Name of Permittee

_____
Date

AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019. For electronic mail saj-rd-enforcement@usace.army.mil *(not to exceed 15 MB).*

1. Department of the Army Permit Number: SAJ- - (-)

2. Permittee Information:

   Name: _____

   Address: _____

   _____

3. Project Site Identification (physical location/address):

_____

_____

_____

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

_____ _____

Signature of Engineer Name (*Please type*)

_____ _____

(FL, PR, or VI) Reg. Number Company Name

_____ _____ _____

City State ZIP

(Affix Seal)

_____ _____

Date Telephone Number

Date Work Started:_____ Date Work Completed:_____

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

Prepared by:

Permittee: _____

Address: _____

_____

Phone:_____

NOTICE OF DEPARTMENT OF THE ARMY PERMIT

TAKE NOTICE the United States Army Corps of Engineers (Corps) has issued a permit or verification SAJ-2024-02547(SP-KMM) to PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS-ROADWAY PRODUCTION on _____, authorizing work in navigable waters of the United States in accordance with Section 404 of the Clean Water Act (33 USC 1344) on a parcel of land known as Folio/Parcel ID: _____ located within waters of the United States (U.S.) associated within the L-13 Canal (also referred to as the Ocean Canal) at County Road 880 at Sam Senter Road Bridge, in Section 03, Township 44 South, Range 38 East, Glades, Palm Beach County, Florida.

Within 30 days of any transfer of interest or control of said property, the Permittee must notify the Corps in writing of the property transfer by submitting the completed permit transfer page included with the issued permit or verification. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the area authorized to be filled (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any works, including dredging or filling, or any other work within, over, or under waters of the United States (including wetlands) without first having obtained a permit from the Corps in the purchaser's name.

Conditions of the Permit/Verification: The permit or verification is subject to General Conditions and Special Conditions which may affect the use of the work authorized in the Intracoastal Waterway. Accordingly, interested parties should closely examine the entire permit or verification, all associated applications, and any subsequent modifications.

To obtain a copy of the authorization in its entirety submit a written request to:
U.S. Army Corps of Engineers
Regulatory Division - Special Projects & Enforcement Branch
Post Office Box 4970
Jacksonville, Florida 32232-0019

Questions regarding compliance with these conditions should be directed to:
U.S. Army Corps of Engineers
Enforcement Section
Post Office Box 4970
Jacksonville, Florida 32232-0019

Conflict Between Notice and Permit
This Notice of Authorization is not a complete summary of the issued permit or verification. Provisions in this Notice of Permit shall not be used in interpreting the permit or verification provisions. In the event of conflict between this Notice of Permit and the permit or verification, the permit or verification shall control.

This Notice is Not an Encumbrance
This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release
This Notice may not be released or removed from the public records without the prior written consent of the Corps.

This Notice of Authorization is executed on this _____ day of _____, _____. This document is being submitted for recordation in the Public Records of Broward County, Florida as part of the requirement imposed by the authorization SAJ-2024-02547(SP-KMM) issued by Corps.

Permittee:

_____

Address:

_____

_____

Phone:_____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public

(seal)

_____
Print

My Commission Expires_____

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

U.S. Fish and Wildlife Service

May 2024

The Standard Protection Measures for the Eastern Indigo Snake (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida and Georgia for use by project proponents and their construction personnel help minimize adverse impacts to eastern indigo snakes. However, implementation of this Plan does not replace any state of federal consultation or regulatory requirements. At least 30 days prior to any land disturbance activities, the project proponent shall notify the appropriate USFWS Field Office (see Field Office contact information) via e-mail that the Plan will be implemented as described below.

As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the approved poster and pamphlet (USFWS Eastern Indigo Snake Conservation webpage), no further written confirmation or approval from the USFWS is needed regarding use of this Plan as a component of the project.

If the project proponent decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or approval from the USFWS that the plan is adequate must be obtained. The project proponent shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

STANDARD PROTECTION MEASURES

BEFORE AND DURING CONSTRUCTION ACTIVITIES:

- All Project personnel shall be notified about the potential presence and appearance of the federally protected eastern indigo snake (*Drymarchon couperi*).
- All personnel shall be advised that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting the species, in knowing violation of the Endangered Species Act of 1973.
- The project proponent or designated agent will post educational posters in the construction office and throughout the construction site. The posters must be clearly visible to all construction staff and shall be posted in a conspicuous location in the

Project field office until such time that Project construction has been completed and time charges have stopped.

- Prior to the onset of construction activities, the project proponent or designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational pamphlet including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office. Photos of eastern indigo snakes may be accessed on USFWS, Florida Fish and Wildlife Conservation Commission and/or Georgia Department of Natural Resources websites.
- Each day, prior to the commencement of maintenance or construction activities, the Contractor shall perform a thorough inspection for the species of all worksite equipment.
- If an eastern indigo snake (alive, dead or skin shed) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Office. The contact information for the USFWS is provided below and on the referenced posters and pamphlets.
- During initial site clearing activities, an onsite observer is recommended to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
- Periodically during construction activities, the project area should be visited to observe the condition of the posters and Plan materials and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.
- For erosion control use biodegradable, 100% natural fiber, net-free rolled erosion control blankets to avoid wildlife entanglement.

POST CONSTRUCTION ACTIVITIES:

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion (See USFWS Field Office Contact Information).

USFWS FIELD OFFICE CONTACT INFORMATION

Georgia Field Office: Phone: (706) 613-9493, email: gaes_assistance@fws.gov
Florida Field Office: Phone: (352) 448-9151, email: fw4flesregs@fws.gov

POSTER & PAMPHLET INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (final posters for Plan compliance are available on our website in English and Spanish and should be printed on 11 x 17in or larger paper and laminated (USFWS Eastern Indigo Snake Conservation webpage). Pamphlets are also available on our webpage and should be printed on 8.5 x 11in paper and folded, and available and distributed to staff working on the site.

POSTER CONTENT (ENGLISH):

ATTENTION

Federally-Threatened Eastern Indigo Snakes may be present on this site!

Killing, harming, or harassing eastern indigo snakes is strictly prohibited and punishable under State and Federal Law.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Stop land disturbing activities and allow the snake time to move away from the site without interference. Do NOT attempt to touch or handle the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor/agent, and a U.S. Fish and Wildlife Service (USFWS) Ecological Services Field Office, with the location information and condition of the snake.
- If the snake is located near clearing or construction activities that will cause harm to the snake, the activities must pause until a representative of the USFWS returns the call (within one day) with further guidance.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Stop land disturbing activities and immediately notify supervisor/applicant, and a USFWS Ecological Services Field Office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, reaching up to 8 ft long. Named for the glossy, blue-black scales above and slate blue below, they often have orange to reddish color (cream color in some cases)

in the throat area. They are not typically aggressive.

SIMILAR SPECIES: The black racer resembles the eastern indigo snake. However, black racers have a white or cream chin, and thinner bodies.

LIFE HISTORY: Eastern indigo snakes live in a variety of terrestrial habitat types. Although they prefer uplands, they also use wetlands and agricultural areas. They will shelter inside gopher tortoise burrows, other animal burrows, stumps, roots, and debris piles. Females may lay from 4 to 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTED STATUS: The eastern indigo snake is protected by the USFWS, Florida Fish and Wildlife Conservation Commission, and Georgia Department of Natural Resources. Any attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage eastern indigo snakes is prohibited by the U.S. Endangered Species Act. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses. Only authorized individuals with a permit (or an Incidental Take Statement associated with a USFWS Biological Opinion) may handle an eastern indigo snake.

Please contact your nearest USFWS Ecological Services Field Office if a live or dead eastern indigo snake is encountered:

Florida Office: (352) 448-9151

Georgia Office: (706) 613-9493

POSTER CONTENT (SPANISH):

ATENCIÓN

¡Especie amenazada, la culebra Índigo del Este, puede ocupar el área!

Matar, herir o hostigar culebras Índigo del Este es estrictamente prohibido bajo la Ley Federal.

SI VES UNA CULEBRA ÍNDIGO DEL ESTE O UNA CULEBRA NEGRA VIVA EN EL ÁREA:

• Pare excavación y permite el movimiento de la culebra fuera del área sin interferir. NO atentes tocar o recoger la culebra.

• Fotografié la culebra si es posible para identificación y documentación.

• Notifique supervisor/agente, y la Oficina de Campo de Servicios Ecológicos del Servicio Federal de Pesca y Vida Silvestre (USFWS) apropiada con información acerca del sitio y condición de la culebra.

• Si la culebra está cerca de un área de construcción que le pueda causar daño, las actividades deben parar hasta un representante del USFWS regrese la llamada (dentro de un día) con más orientación.

SI VES UNA CULEBRA ÍNDIGO DEL ESTE MUERTA EN EL ÁREA:

• Pare excavación. Notifique supervisor/aplicante, y la Oficina de Campo de Servicios Ecológicos apropiada con información acerca del sitio y condición de la culebra.

• Fotografié la culebra si es posible para identificación y documentación.

• Emerge completamente la culebra en agua y congele la especie hasta que personal apropiado de la agencia de vida silvestre la recoja.

DESCRIPCIÓN. La culebra Índigo del Este es una de las serpientes sin veneno más grande en Norte América, alcanzando hasta 8 pies de largo. Su nombre proviene del color azul-negro brilloso de sus escamas, pero pueden tener un color anaranjado-rojizo (color crema en algunos casos) en su mandíbula inferior. No tienden a ser agresivas.

SERPIENTES PARECIDAS. La corredora negra, que es de color negro sólido, es la única otra serpiente que se asemeja a la Índigo del Este. La corredora negra se diferencia por una mandíbula inferior color blanca o crema y un cuerpo más delgado.

HÁBITATS Y ECOLOGÍA. La culebra Índigo del Este vive en una variedad de hábitats, incluyendo tierras secas, humedales, y áreas de agricultura. Ellas buscan refugio en agujeros o huecos de tierra, en especial madrigueras de tortugas de tierra. Las hembras ponen 4 hasta 12 huevos blancos entre abril y junio, y la cría emergen entre julio y octubre.

PROTECCIÓN LEGAL. La culebra Índigo del Este es clasificada como especie amenazada por el USFWS, la Comisión de Conservación de Pesca y Vida Silvestre de Florida y el Departamento de Recursos Naturales de Georgia. Intento de matar, hostigar, herir, lastimar, perseguir, cazar, disparar, capturar, colectar o conducta parecida hacia las culebras Índigo del Este es prohibido por la Ley Federal de Especies en Peligro de Extinción. Penalidades incluyen un máximo de $25,000 por violaciones civiles y $50,000 y/o encarcelamiento por actos criminales. Solos individuales autorizados con un permiso o Determinación de toma incidental (Incidental Take Statement) asociado con una Opinión Biológico del USFWS pueden recoger una Índigo del Este.

Por favor de contactar tu Oficina de Campo de Servicios Ecológicos más cercana si encuentras una culebra Índigo del Este viva o muerta:

Oficina de Florida: (352) 448-9151

Oficina de Georgia: (706) 613-9493

CESAJ-EN

26 August 2025

MEMORANDUM FOR Chief, Regulatory Division

SUBJECT: Sam Senter Bridge Riprap L-13 Canal, ICW, SAJ-2024-0254

1. Reference Regulatory Division email dated 22 April 2025, requesting Engineering Division review the permit package for SAJ-2024-0254, Sam Senter Bridge Riprap L-13 Canal, ICW, 408 Request 2025-0100. The applicant seeks authorization to stabilize a shoreline for a bridge. The work will consist of excavating 33976 square feet (4,366 cubic yards) of existing shoreline and canal bottom. The applicant also seeks authorization for the installation of 23653 square feet (1,753 cubic yards) of riprap. The project also proposes to repair the bridge, however, any work associated with the bridge repair will be submitted with a separate authorization request.

2. Engineering Division does not object to the issuance of the permit and approves the request for SAJ-2024-0254, Sam Senter Bridge Riprap L-13 Canal, ICW, 408 Request 2025-0100, as referenced herein, as the proposed meets SAJ criteria and will not impact the federal project.

3. Approval of these modifications to the Intercoastal Waterway (ICW) Project is in accordance with 33 U.S.C. 408. It also complies with the National Environmental Policy Act as the proposed modifications were previously analyzed in the Department of Army Permit SAJ-2024-0254.

4. The applicant shall comply with Engineering Circular 1165-2-220, dated 10 September 2018, Policy and Procedural Guidance for Processing Requests to Alter U.S. Army Corps of Engineers Civil Works Projects Pursuant to 33 U.S.C. 408, Appendix K, Standard Terms and Conditions (enclosed) and the time limit for completing the work authorized in Department of Army Permit SAJ-2024-0254. The applicant is responsible for quality control for performance of the work and for ensuring these actions do not interfere with the functioning of the ICW Project. Documentation of the completed work must be furnished to USACE after completion of the work for our records, per the Standard Terms and Conditions (enclosed).

5. If you have any questions, please feel free to contact the Engineering Division POC Josinell Serrano Canals at 904-232-1112 or by email to josinell.m.serrano-canals@usace.army.mil.

Jason A. Engle, P.E.
Acting Chief, Engineering Division

Enclosure

STANDARD TERMS AND CONDITIONS[1]

LIMITS OF THE AUTHORIZATION

1. This permission only authorizes you, the requester, to undertake the activity described herein under the authority provided in Section 14 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. 408). This permission does not obviate the need to obtain other federal, state, or local authorizations required by law. This permission does not grant any property rights or exclusive privileges, and you must have appropriate real estate instruments in place prior to construction and/or installation.
2. The time limit for completing the work authorized is as referenced in the main approval letter. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the permit date is reached.
3. Without prior written approval of the USACE, you must neither transfer nor assign this permission nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this permission. Failure to comply with this condition will constitute noncompliance for which the permission may be revoked immediately by USACE.
4. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.

INDEMNIFICATION AND HOLD HARMLESS

5. The United States will in no case be liable for:
   a. any damage or injury to the structures or work authorized by this permission that may be caused or result from future operations undertaken by the United States, and no claim or right to compensation will accrue from any damage; or
   b. damage claims associated with any future modification, suspension, or revocation of this permission.
6. The United States will not be responsible for damages or injuries which may arise from or be incident to the construction, maintenance, and use of the project requested by you, nor for damages to the property or injuries to your officers, agents, servants, or employees, or others who may be on your premises or project

[1] EC 1165-2-220, Policy and Procedural Guidance for Processing Requests to Alter US Army Corps of Engineers Civil Works Projects Pursuant to 33 USC 408, Appendix K, 10 SEP 2018

work areas or the federal project(s) rights-of-way. By accepting this permission, you hereby agree to fully defend, **indemnify**, and **hold harmless** the United States and USACE from any and all such claims, subject to any limitations in law. Any damage to the water resources development project or other portions of any federal project(s) resulting from your activities must be repaired at your expense.

REEVALUATION OF PERMISSION

7. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.
8. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
    a. you fail to comply with the terms and conditions of this permission;
    b. the information provided in support of your application for permission proves to have been inaccurate or incomplete; or
    c. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.

CONDUCT OF WORK UNDER THIS PERMISSION

9. You are responsible for implementing any requirements for mitigation, reasonable and prudent alternatives, or other conditions or requirements imposed as a result of environmental compliance.
10. Work/usage allowed under this permission must proceed in a manner that avoids interference with the inspection, operation, and maintenance of the federal project.
11. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.
12. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to operate and/or to make any other use of the lands as may be necessary in connection with government purposes, and you will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
13. You must provide copies of pertinent design, construction, and/or usage submittals/documents. USACE may request that survey and photographic documentation of the alteration work and the impacted project area be provided before, during, and after construction and/or installation.
14. You may be required to perform an inspection of the federal project with the USACE, prior to your use of the structure, to document existing conditions.

15. USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.
16. You must schedule a final inspection with the Jacksonville District within 60 days after completion of the work.
17. You must submit documentation of the completed work to USACE within 90 days after completion of the work showing the new work as it relates to identifiable features of the federal project. This documentation must include a certification that the work was completed in accordance with the approved plans and specifications, GPS readings for the limits of the work performed, electronic "as-built" drawings, and the date the work was started and completed.

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
4400 PGA BOULEVARD, SUITE 500
PALM BEACH GARDENS, FLORIDA 33410

November 25, 2025

Regulatory Division
South Permits Branch
Palm Beach Gardens Section
SAJ-2024-02547(SP-KMM)

Palm Beach County Engineering and Public Works
-Roadway Production c/o Kathleen Farrell
2300 N Jog Road
West Palm Beach, FL 33411
Sent via email: kfarrell@pbcgov.org

Dear Kathleen Farrell:

The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be available at the construction site. Work may begin immediately but the Corps must be notified of:

a. The date of commencement of the work,

b. The dates of work suspensions and resumptions of work, if suspended over a week, and

c. The date of final completion.

This information should be emailed to the Enforcement Section of the Regulatory Division of the Jacksonville District at saj-rd-enforcement@usace.army.mil. The Enforcement Section is also responsible for inspections to determine whether Permittees have strictly adhered to permit conditions.

Should any other agency require and/or approve changes to the work authorized or obligated by this permit, it is the responsibility of the Permittee to submit a modification request to the Palm Beach Gardens Permits Section. The Corps will evaluate the request and determine whether it is appropriate to modify the terms and conditions of the permit. The Permittee must obtain written approval of the requested modifications from the Corps prior to initiation of those changes.

IT IS NOT LAWFUL TO DEVIATE FROM THE APPROVED PLANS ENCLOSED.

Sincerely,

Jessica Bedsworth

for: Shawn H. Zinszer
Chief, Regulatory Division

Enclosures

cc:
Renaud Olivier, Stanley Consultants, OlivierRenaud@stanleygroup.com
CESAJ-RD-PE

Kimley»Horn

February 19, 2025

Renaud Olivier, P.E., Principal Transportation Engineer
Stanley Consultants
1641 Worthington Road, Suite 400
West Palm Beach, FL 33409

Re: CR 880 at Sam Senter Rd - PBC Project #2019803

Kimley-Horn and Associates, Inc.(KHA), on behalf of the Highland Glades Water Control District (HGWCD), is pleased to submit this letter to Stanley Consultants for the above referenced project. This project has been reviewed by KHA and the HGWCD Board and has determined that no permit is required at this time since the project does not pose any direct impacts within the District's boundary.

Further, we understand that the County has obtained an Individual Environmental Resources permit for the subject project. The SFWMD permit number is 50-110548-P. In addition, a SFWMD Right of Way Occupancy permit has been issued, Permit No. 16961-R. These permits have demonstrated the project meets State permitting requirements.

In addition, the project meets the items discussed during the HGWCD's Board meeting dated June 13, 2023, as follows.

- The project will provide temporary turbidity barriers during construction of the project as required by SFWMD Permit and shown in the Plans.
- There will be permanent slope protection along the canal banks. The slope protection is rubble rip rap meeting the requirements of SFWMD.
- The construction of the bridge will be planned for June, after harvest season ends. At this point in time, construction of the project is to begin January 2026. Therefore, bridge replacement activities would occur June 2026.
- Removal of the old bridge and construction the new bridge will temporarily shut down Sam Senter Road. The detour plan is to temporarily detour traffic to Airport Road and Duda Road.
- The PBC roadway contractor will need to actively coordinate the crop spraying activities performed by the farmers for the duration of the construction project. The crop spraying point of contact is:
    - Antonio De Corral, Sr. Managing Hydraulic Engineering
      Florida Crystals Corporation
      State Road 880 & Atlantic Sugar Mill Road
      Belle Glade FL 33430

- 561-676-4397 (T), 561-676-4397(C)
- Antonio.DeCorral@floridacrystals.com

Sincerely,

Denise Palmatier, P.E.

Cc: Charles Schoech, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, FL 33401

OSBD SCHEDULE 1*

SOLICITATION/PROJECT/BID NAME: _____ SOLICITATION/PROJECT/BID NO.: _____

SOLICITATION OPENING/SUBMITTAL DATE: _____ COUNTY DEPARTMENT: _____

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____

CONTACT PERSON: _____ PHONE NO.: _____ E-MAIL: _____

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: _____ Non-SBE ☐ SBE ☐

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1.	☐	☐	_____
2.	☐	☐	_____
3.	☐	☐	_____
4.	☐	☐	_____
5.	☐	☐	_____

(Please use additional sheets if necessary)

Total _____

Total Bid/Offer Price $_____

Total Certified SBE Participation $ _____

I hereby certify that the above information is accurate to the best of my knowledge: _____ _____

Name & Authorized Signature Title

Note:
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
3. Modification of this form is not permitted and will be rejected upon submittal.
4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

☐ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____.

SBE PARTICIPATION – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

_____ _____

Print Name of Prime Print Name of Subcontractor/subconsultant

By: _____ By: _____

Authorized Signature Authorized Signature

_____ _____

Print Name Print Name

_____ _____

Title Title

Date: _____ Date: _____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx

OSBD SCHEDULE 3*
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each SBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an SBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check applicable)	
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	SBE (√)	Non-SBE (√)
								( )	( )
								( )	( )
								( )	( )
								( )	( )
								( )	( )
								( )	( )

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OSBD SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION*

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. **All named Subcontractors/ subconsultants tiers on this form must also complete and submit a separate Schedule 4 after receipt of payment.**

Project Name _____ Project No. _____

Dept. _____ Task/Work/Delivery/Purchase Order No. _____

Prime Contractor _____ Vendor Code _____

Invoice No. (Paid by County) _____ Date Paid ____/____/_____

Subcontractor _____ Vendor Code _____

Payment $_____ Subcontractor Invoice No. _____ Date Paid ____/____/_____ (Final ☐)

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

By:_____ _____

(Signature of Subcontractor/subconsultant) **(Name & Title of Person executing on behalf of Subcontractor/ subconsultant)**

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____

day of _____, _____**(year), by** _____**(name of person acknowledging).**

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐ **OR Produced Identification** ☐ **Type of Identification**_____

***Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025.** **Rev. 11.10.2025**

https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx

Palm Beach County

Office of Equal Business Opportunity

Subcontracting Goal – Waiver Request Form

PROECT NAME: _____ DATE: _____

COMPANY NAME: _____ CONTACT NO.: _____

CONTACT PERSON: _____ CONTACT EMAIL: _____

In the sections below, points will ONLY be awarded if the firm has fully satisfied the criteria. More information regarding Subcontracting Goal-Waiver Request Evaluation Criteria. Contractors/Consultants must obtain a total of **80 or more points** to receive a waiver approval. Vendor Directory is accessible through the Office of Equal Business Opportunity website (http://discover.pbcgov.org/osba/Pages/Vendor-Directory.aspx)

PART I: Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***15 points possible:***

- ☐ List the specific scope of work identified for each of the SBEs contacted
- ☐ Ensure the scope of work identified for SBEs is greater than or equal to the subcontracting goal(s)
- ☐ Additional comments, if any

PART II: Initial Communications to Potential SBE Subcontractors Using EBO Portal / Website Posting of Subcontractor Solicitations/Outreach Efforts

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***40 points possible:***

- ☐ Contact at least three (3) SBEs in the EBO Vendor Directory for each scope of work identified to be subcontracted in Part I (emails/call logs/fax), one (1) week prior to pre-bid meeting date.
- ☐ Include current documentation of searches from the EBO Vendor Directory.
- ☐ Notify SBEs within at least 2 (two) weeks prior to the bid opening date, using at least three (3) digital media outlets (e.g. website, newspaper, trade association, publication, minority focus media)
- ☐ Additional comments, if any

PART III: Follow-up Communications & Bid Negotiations with Potential Subcontractors

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***30 points possible:***

- ☐ Promptly follow-up with SBEs after the initial solicitation at least 2 (two) weeks prior to the bid opening date, during normal business hours by telephone, email, or fax.
- ☐ Include a written statement with contact information on all subcontractors contacted to include the following:
  - ☐ Name of the subcontractor/firm and the contact person(s)
  - ☐ Telephone and Email address
  - ☐ Scope of work the subcontractor indicated they would perform
  - ☐ Notes regarding the outcome of the contact
  - ☐ Dates of contact and Dates of Negotiations
  - ☐ The negotiated price
  - ☐ Bids received from subcontractors that could provide a commercially useful function

https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx

☐ Additional comments, if any

PART IV: Attendance at Pre-Bid Meeting

Points: ____

County staff maintains documentation regarding attendance at the pre-bid meeting. ***5 points possible:***

☐ Below list the individuals from your staff/firm that attended the pre-bid meeting

PART V: Offer Assistance in Securing Financing, Insurance, or Competitive Supplier Pricing

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***10 points possible:***

- ☐ Provide easy access to plans and specifications for SBEs
- ☐ Provide competitive pricing
- ☐ Make efforts to assist interested business in obtaining financing, bonds, and insurance required for the County project/bid
  - ☐ Provide written documentation of the type of assistance offered
  - ☐ Company name, contact person and telephone number
  - ☐ Name of person who provided the assistance
- ☐ Provide the name, contact person, contact information the competitive pricing offered by the Supplier.
- ☐ Other efforts (if any, list below)

CONTRACTORS/CONSULTANTS MUST OBTAIN **A TOTAL OF 80 OR MORE POINTS** TO RECEIVE A WAIVER APPROVAL. CONTRACTORS/CONSULTANTS WILL BE CONSIDERED NON-RESPONSIVE TO THE ENTIRE SOLICITATION UPON DENIAL OF THE SUBCONTRACTING WAIVER REQUEST. FOR MORE INFORMATION OF THE SUBCONTRACTING WAIVER CRITERIA OR FOR ASSISTANCE ON COMPLETING THE SUBCONTRACTING WAIVER REQUEST FORM, PLEASE CONTACT THE OFFICE OF EQUAL BUSINESS OPPORTUNITY AT (561) 616-6840.

THE UNDERSIGNED AFFIRMS/CERTIFIES THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE; I UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE TO THE ENTIRE SOLICITATION.

Signature

Print Name/Title

Manager, Office of Equal Business Opportunity

☐ Approved
☐ Denied

TOTAL SCORE: _____/100

https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx

REQUEST FOR SBE SUBSTITUTION/ ADDITION/MODIFICATION/REMOVAL*

INSTRUCTIONS FOR SECTIONS 1 TO 3: PRIME CONTRACTOR COMPLETES ALL SECTIONS AS APPLICABLE AND SUBMITS TO DEPARTMENT PROJECT MANAGER AND OEBO OFFICE FOR APPROVAL.

Section 1: Prime Contractor/Consultant Information

Name of Prime

Contact Person

Phone

Project Name

Bid/Proposal/Project No.

% SBE Participation- original

Original Contract Amount

New Contract Amount

% SBE Participation - new

Section 2: SBE Addition, Modification, Substitution or Removal*

Original Subcontractor/Sub consultant

% of Participation

Contact Person

Phone

New Subcontractor/ Sub consultant

% of Participation

Amendment/Change Order/Contingency Amount (if Applicable)

Section 3: SBE Addition, Modification, Substitution or Removal*

Please attach completed Palm Beach County SBE Subcontractor/consultant's Performance Report and Good Faith Effort Form.*A separate and properly executed Schedule 2 (Letter of Intent) is required to support any changes submitted on this form, when applicable.

Approvals:

Dept. Project Manager		**Signature:**		**Date:**	
OEBO Representative		**Signature:**		**Date:**	

PBC OEBO – Orig. 12/31/2018 |

***Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025**

https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx

PROPOSAL FORM

_____
(COMPANY NAME)

_____
(COMPANY ADDRESS)

_____
(COMPANY CITY & STATE)

_____
(COMPANY ZIP CODE)

CONTACT NAME _____

PHONE NUMBER _____

FACSIMILE NUMBER _____

EMAIL ADDRESS _____

_____ _____
FEDERAL TAX I.D. # DATE SUBMITTED

FOR THE CONSTRUCTION OF: **CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement. PALM BEACH COUNTY PROJECT NO. 2019803**

TO THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA:

We, the undersigned (Contractor), hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm, or corporation, and that we are not on the Scrutinized Companies List as stated on page SC-1, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed Work and the source of supply of Materials, and we hereby agree to furnish and pay for all necessary labor, Equipment, Materials and services, fully understanding that the quantities shown herein are approximate only and that we will fully complete all Work in accordance with the Contract Documents and the requirements under them of the Engineer, within the time limit specified in this Proposal for the following unit prices, to wit:

BID PROPOSAL

CR880 AND SAM SENTER ROAD OVER THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) OCEAN CANAL INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT CONTRACT

PBC PROJECT # 2019803

#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY.	UNITS	UNIT PRICE	AMOUNT
ROADWAY ITEMS						
1	101-1	Mobilization	1	LS		
2	102-1	Maintenance of Traffic	1	LS		
3	104-0	NPDES Compliance (FDOT Index 101-105)	1	LS		
4	110-1-1	Clearing and Grubbing	9.77	AC		
5	120-1	Regular Excavation	15,111	CY		
6	120-5	Canal Excavation	6,432	CY		
7	120-6	Embankment (Compacted In Place)	39,223	CY		
8	N/A	Canal Embankment (Compacted In Place)	107	CY		
9	N/A	Compacted Subgrade (98% T-180) (12")	3,995.9	SY		
10	160-4	Type B Stabilization (LBR 40) (12")	18,398.9	SY		
11	285-707	Optional Base Group 7	16,887.7	SY		
12	285-713	Optional Base Group 13	3,333.1	SY		
13	327-70-1	Mill Existing Asphalt Pavement (1")	3,893.3	SY		
14	334-1-13	Superpave Asphalt Concrete (Traffic C)	1,668.2	TN		
15	339-1	Miscellaneous Asphalt Pavement (2" Thick)	287.3	TN		
16	334-1-13	Structural Overbuild Type SP (Traffic C)	326	TN		
17	337-7-82	Asph. Concrete Friction Course (1.0") (Type FC-9.5)	1,326.3	TN		
18	337-7-82	Asph. Concrete Friction Course (1.75") (Type FC-9.5)	20.4	TN		
19	400-0-11	Concrete Class NS (Gravity Wall)	44.7	CY		
20	430-175-118	Pipe Culvert (18")	36	LF		
21	425-1-529	Control Structures (Ditch Bottom Inlet Type C) (Special)	1	EA		
22	425-1-549	Control Structures (Ditch Bottom Inlet Type D) (Special)	1	EA		
23	425-1-589	Control Structures (Ditch Bottom Inlet Type H) (Special)	1	EA		
24	430-982-125	Mitered End Section 18" (2:1)	3	EA		
25	N/A	Rigid Inclusions	148,642	SF		
26	145-71	Geotextile Geogrid Reinforcement Type R-2	33,031.6	SY		
27	521-72-40	Shoulder Concrete Barrier	77	LF		
28	521-8-7	Concrete Barrier with Junction Slab	103	LF		
29	536-1-1	Roadway Guardrail	7,462.5	LF		
30	536-73	Guardrail Removal	4,550	LF		
31	536-7-1	Special Guardrail Post	676	EA		
32	536-8-112	Guardrail Attachment to Barrier - Approach Trans to Rigid Barrier	3	EA		
33	536-85-24	Guardrail End Treatment - Parallel Approach Terminal	3	EA		
34	536-85-20	Guardrail End Treatment - Trailing Anchorage	5	EA		
35	N/A	Sfwmd 20' Width Vehicle Barrier Gate	1	EA		
36	530-3-3	Rip-Rap (Rubble)	3,030.1	TN		
37	570-1-2	Sodding	24,926.4	SY		
38	571-1-11	Plastic Erosion Mat, Turf Reinforced, Type 1	3,328.7	SY		
SUBTOTAL (ROADWAY)						
STRUCTURAL ITEMS						
39	110-3	Removal of Existing Structure	3,989	SF		

BID PROPOSAL

CR880 AND SAM SENTER ROAD OVER THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) OCEAN CANAL INTERSECTION IMPROVEMENTS AND BRIDGE REPLACEMENT CONTRACT

PBC PROJECT # 2019803

#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY.	UNITS	UNIT PRICE	AMOUNT
40	400-2-4	Class II Structural Concrete (Flat Slab)	297	CY		
41	400-4-5	Class IV Structural Concrete (Substructure)	236	CY		
42	400-2-10	Class II Structural Concrete (Approach Slab)	123	CY		
43	400-2-47	Concrete Class II Topping (Overlay)	83	CY		
44	400-7-1	Bridge Deck Grooving	827	SY		
45	400-9-1	Bridge Deck Planing	827	SY		
46	415-1-4	Reinforcing Steel (Superstructure)	85,303	LB		
47	415-1-5	Reinforcing Steel (Substructure)	20,444	LB		
48	415-1-9	Reinforcing Steel (Approach Slab)	13,153	LB		
49	400-148	Plain Neoprene Bearing Pads	35	CF		
50	450-8-11	Florida Slab Beam New/Widening (50" x 12")	424	LF		
51	450-8-13	Florida Slab Beam New/Widening (55" x 12")	229	LF		
52	455-34-3	Structural Concrete (18" Prestressed Piles)	3,959	LF		
53	455-143-3	Test Piles (18" Prestressed Piles)	551	LF		
54	458-1-11	Bridge Deck Expansion Joints	331	LF		
55	521-5-13	Concrete Traffic Railing Bridge (36" Single-Sloped)	347	LF		
56	400-72	8" Precast Concrete Panels	3,326	SF		
SUBTOTAL (STRUCTURAL)						
CONTINGENCY ITEMS						
57	530-74	Bedding Stone (Sect. 530)	804.3	TN		
58	121-70	Flowable Fill	30	CY		
59	550-10-212	Type B Fence (4' Hight) (w/Top Rail) (Green Vinyl Clad)	1,465	LF		
60	550-10-218	Remove And Reset Silt Fence, Type B	1,000	LF		
61	550-10-210	Temporary Fencing	2,500	LF		
62	1050-115	Support & Protect Existing Utility & Appurtences (>12")	500	LF		
SUBTOTAL (CONTINGENCY)						
					TOTAL BID	

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

Note #	FDOT Item #	PAY ITEM FOOTNOTES
1	All	All items shall include cost to furnish and install unless otherwise noted.
2	All	FDOT Item numbers are for reference only.
3	All	The cost of Class 5 Concrete finish is incidental to the cost of the concrete in which the finish is being applied to. See sheet B-4 for Conctrete Surface Finish notes.
4	120-4	Subsoil Excavation (Inclusion Piles Spoils Disposal) shall be incidental to the Rigid Inclusions pay item.

PROPOSAL FORM

PROJECT NO. 2019803

TOTAL BID
$ _____
IN FIGURES

The Contractor acknowledges that Addenda _____ thru _____ have been received and that related costs are reflected in the submitted bid. Contractor has committed to _____***% SBE participation*** as set forth on the Schedule 1 and Schedule 2 that are completed and submitted by Contractor. Contractor shall comply with said goal if awarded the Contract.

The Contractor hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the Contractor has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution R2025-0748 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the Contractor for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the Contractor shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Contractor discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the County, the Contractor agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended.

The Contractor further agrees to perform all force account Work, as provided for in the General Provisions, and to execute the Contract and return to the County, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

PROPOSAL FORM

THE TIMELY COMPLETION OF THIS PROJECT IS CRITICAL TO THE HEALTH, SAFETY AND WELFARE OF THE TRAVELING PUBLIC. It is the desire of Palm Beach County to expedite the construction and opening to traffic of the project. The Contractor shall be required to work such hours, weekends and/or Holidays to meet the required Contract schedules.

The Contractor shall complete in full all Work under this Contract within not more than seven hundred thirty (730) Calendar Days (Contract Time). It is further agreed that should the Contractor fail to complete all Work under this Contract within the Contract Time; then, due to the criticalness of the timely completion of this project, liquidated damages for failure to meet these provisions shall be in accordance with Section 8 of the General Provisions.

The Contractor further agrees to furnish a sufficient and satisfactory Bond, on the form herein provided, in the sum of not less than 100% of the Contract price of the Work as indicated by the approximate quantities shown herein.

The Contractor further agrees to bear the full cost of maintaining all Work until the final acceptance, as provided in the Contract Documents.

Accompanying this Proposal is a Proposal Guaranty (Bid Bond) made payable to Palm Beach County, a Political Subdivision of the State of Florida, in the sum of 5% of amount Bid which is to be forfeited as liquidated damages if, in case this Proposal is accepted, the undersigned should fail to execute the attached Contract under the conditions of this Proposal. Otherwise, the Bid Bond is to be returned to the Contractor upon the delivery of a satisfactory Contract Bond.

Company Name: _____ Authorized Officer: _____
(Print)

Address: _____ Signature: _____

_____

CONTRACTOR CERTIFICATION

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

FROM

ROADWAY CONSTRUCTION SITES

CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement.

PALM BEACH COUNTY PROJECT NO. 2019803

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Name of Contracting Firm: _____

By: _____ Date: _____

Name and Title: _____

Address or P.O. Box: _____

_____

City State Zip Code

Telephone: _____

Area Code Number

PALM BEACH COUNTY LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) Bidders having a permanent place of business in Palm Beach County; (2) Bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Local Preference means that if the lowest responsive, responsible Bidder is a non-local business, then all bids received from responsive, responsible local Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

2. Glades Local Preference means that if the lowest responsive, responsible Bidder is a non-Glades business, then all Bids received from responsive, responsible Glades Bidders are decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. A Bidder who is a local business but not a Glades business and who utilizes Glades subcontractor(s) for a minimum of 15% of the total Bid price, may receive a local preference of three (3) percent, solely for the purpose of determining Bid award. If the Local business utilizes Glades subcontractor(s) for a minimum of 30% of the total Bid price, he may receive a local preference of four (4) percent for the purposes of ranking Bidders.

To receive either a Local Preference or a Glades Local Preference, a Bidder must have a permanent place of business in existence prior to the County's issuance of this Invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. A permanent place of business means that the Bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or the Bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable; where the Bidder will produce a substantial portion of the goods or services to be purchased. The Bidder must submit the attached Certification of Business Location at the time of Bid submission. Failure to submit this information will cause the Bidder to not receive a local preference. Palm Beach County may require a Bidder to provide additional information for clarification purposes at any time prior to the award of the Contract.

In procurements where price is the only factor for selection, the above provisions shall not be applied where the application would result in an award which exceeds the otherwise lowest, responsive Bidder by one hundred thousand dollars ($100,000).

The local Bidder may not receive more than one preference. The Glades Local Preference prevails over the Local Preference and the SBD Preference prevails over both the Local and Glades Local Preferences.

CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those Bidders having a permanent place of business in Palm Beach County (County); and (2) those Bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, an interested Bidder must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of an invitation for bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. The Bidder must submit this Certification of Business Location at the time of Bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the Bidder to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the Bid or Proposal submitted by the Bidder to the County.

1) Bidder is a:

_____ **Local Business** (A local business has a permanent place of business in Palm Beach County**)

(Please indicate):

_____ Headquarters located in Palm Beach County.

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased.

_____ **Glades Business** (a Glades business has a permanent place of business in the Glades**)

(Please indicate):

_____ Headquarters located in the Glades.

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services to be purchased.

_____ **Regional Business** (A regional business is one that has a permanent place of business in Martin, Broward, or Miami Dade County.)

****A post office box or location at a postal service center is not acceptable.**

2) The attached copy of the Bidder's Palm Beach County Business Tax Receipt verifies the Bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct, and that the Bidder has a permanent place of business in Palm Beach County. Further it is hereby acknowledged that any misrepresentation by the Bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the Bidder.

_____ _____
Signature Date

SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any Work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the Department.

When contract value is greater than $1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

The undersigned authorized person hereby has read and certifies that the above is adhered to.

_____

Date

_____

Company Name (Print)

_____

Authorized Officer: Name/Title (Print)

_____

Signature

BID BOND

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS: That we, _____ _____ (Principal), and _____ as Surety (Surety) are held and firmly bound unto Palm Beach County, a Political Subdivision of the State of Florida, (County) in the amount of Five (5%) percent of bid, lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents;

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor Materials, Equipment, machinery, tools, apparatus, services, all State Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement., PROJECT NO. 2109803,** in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of five percent (5%) of the total bid amount be submitted with said bid as a guarantee that the Bidder would, if given a letter of Intent to Award the Contract, enter into a written contract with the County, and furnish a Public Construction Bond in an amount equal to one hundred per cent (100%) of the total contract, within fourteen (14) consecutive business days of the date of the letter of the Intent to Award Contract.

BID BOND

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the bid of the Principal be accepted and Principal, within fourteen (14) consecutive business days after the date of the Letter of Intent to Award, the letter being written notice of such acceptance, enter into a written contract with Palm Beach County, a Political Subdivision of the State of Florida, and furnish a Certificate of Insurance, and a Public Construction Bond in the form included in the Bid Documents and in an amount equal to One Hundred Per Cent (100%) of the total contract amount satisfactory, to Palm Beach County, a Political Subdivision of the State of Florida, then this obligation shall be void, otherwise the sum herein stated shall be due and payable to the County, and the Surety agrees to pay said sum immediately upon demand of the County, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal.

IN WITNESS WHEREOF, _____ as Principal herein, has caused these presents to be signed in its name, by its _____, and attested by its _____, under its corporate seal, and _____, as Surety herein, has caused these presents to be signed in its name, by its _____, under its corporate seal, this _____ day of _____, A.D., 20_____.

ATTEST: (Seal)

_____ By: _____

(Signature) (Principal)

_____ _____

(Print Name) (Print Name)

_____ _____

(Title) (Title)

ATTEST: (Seal)

_____ By: _____

(Signature) (Surety)

_____ _____

(Print Name) (Print Name)

_____ _____

(Title) (Title)

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the _____*(insert title)* of _____*(insert business name)* a _____*(insert business organization, i.e. corporation, LLC, LLP)*, organized and existing in good standing under the laws of the State of _____ *(Firm)*, and that the following Resolutions are true and correct Resolutions adopted by the _____ *(insert form of management)* of the Firm on the ____ day of _____, 20___, in accordance with the laws of the State of _____ *(where Firm is organized)* of the Firm, and _____*(governing documents)* of the Firm.

RESOLVED, that the Firm shall enter into that certain Contract between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that _____, the _____ of the Firm, is hereby authorized and instructed to execute such Contract and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Contract.

2. That the foregoing Resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Contract.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the ____ day of _____, 20___,

_____
(Signature)

(SEAL)

_____
(Print Name and Title)

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____ *(name)*as _____ *(title)* for _____*(firm)*, on behalf of the *(choose one)* corporation / company / partnership, who is ☐ personally known to me or ☐ has produced _____(type of identification) as identification.

_____
(Notary Signature)
Notary Public, State of _____

(Stamp/Seal)

_____
(Print Notary Name)

Commission Number _____
My Commission Expires_____

CONTRACT

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

This Contract, made and entered into on _____, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "County"), and _____, Florida, and its heirs, executors, administrators and assigns, (hereinafter "Contractor"):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at its own proper cost and expense to do all the Work and furnish all necessary labor, Materials, Equipment, machinery, tools, apparatus, services, state Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, and means of transportation for the complete construction of:

PROJECT NAME: **CR 880 and Sam Senter Road**

PROJECT NO.: **2019803**

IN THE AMOUNT OF:

_____

(IN WORDS)

$ _____

(IN FIGURES)

in Palm Beach County, Florida, in the manner and to the full extent as set forth in the Contract Documents therefore and the Contract Documents relative thereto, are made a part of this Contract as completely as if set forth herein, to the satisfaction of the County, or its duly authorized representative.

The Contractor further agrees for the consideration herein mentioned to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time. The time limit for the completion of all work under this Contract shall be the Contract Time as shown on the Proposal Form. The date fixing this period upon the calendar shall be established and stated in the Notice to Proceed. After commencement of the work, it shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully completed within the Contract Time. It is understood and agreed that the Contract Time for completion of said work is the essence of the Contract. If Contractor fails to complete the work within the Contract Time, it is agreed that for such Calendar Day that any work provided for in these Contract Documents remain incomplete after the Contract Time has expired, including any official extension of the Contract Time, the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages (in accordance with Section 8 of the General Provisions) and added expense for supervision.

CONTRACT

The Contractor shall take into account all contingent Work which has to be done by other parties arising from any cause whatsoever, and shall not plead its want of knowledge of such contingent Work as an excuse for Delay in a Contractor's Work, or for its non-performance.

IN WITNESS WHEREOF, the Parties have caused this Contract for CR 880 and Sam Senter Road, Project No. 2019803 to be executed and sealed the day and year first written above.

COUNTY / OWNER:
APPROVED AS TO TERMS AND CONDITIONS

_____
Kathleen Farrell, P.E.
Acting Director of Roadway Production

CONTRACTOR:

_____

(Corp. Seal)

ATTEST WITNESS:

_____
Signature

_____
Name (type or print)

_____
Signature

_____
Name (type or print)

{SIGNATURE PAGES CONTINUED}

ATTEST:
Michael A. Caruso
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

COUNTY / OWNER:
Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

_____
Sara Baxter , Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
Yelizaveta B. Herman
Assistant County Attorney

(Seal)

PUBLIC CONSTRUCTION BOND

BOND NUMBER: _____

BOND AMOUNT: _____

CONTRACT AMOUNT: (Here insert a sum equal to the contract price)

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

_____

_____

CONTRACTOR'S PHONE: _____

SURETY COMPANY: _____

SURETY ADDRESS: _____

_____

_____

SURETY PHONE: _____

OWNER'S NAME: Palm Beach County

OWNER'S ADDRESS: 2300 North Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

OWNER'S PHONE: 561-684-4150

PROJECT NO.: 2019803

DESCRIPTION OF WORK: **Replacement of an existing bridge(934513) over the SFWMD Ocean Canal(L-13) at Sam Senter Road. Realignment of CR-880 in the vicinity of the bridge to allow for the construction of an east bound left turn lane onto Sam Senter Road. Sub soil improvements within the limits of the CR-880 realignment.**

PROJECT LOCATION: **Project begins approximately 2300 feet west of Sam Senter Road and ends approximately 1900 feet east of Sam Senter Road on CR- Project includes the removal and replacement of the bridge over the SFWMD Ocean Canal (L-13).**

LEGAL DESCRIPTION: No legal description is available. The best description available is as indicated on the Project Location above.

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

As Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated_____, 20____, entered into a contract with the County for:

Project Name:	CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement.
Project No.:	2019803
Project Description:	See Page PCB-1
Project Location:	See Page PCB-1

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm:	Stanley Consultants Inc.
Location of Firm:	1641 Worthington Road, Suite 400 West Palm Beach, Florida 33409
Phone:	561-689-7444
Fax :	561-689-3003

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____between Principal and County for the construction of the project as described above, the Contract being made part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. 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; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

PUBLIC CONSTRUCTION BOND

4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. 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.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

(Seal)

ATTEST:

By: _____

_____ _____

(Signature) (Principal)

_____ _____

(Print Name) (Print Name)

_____ _____

(Title) (Title)

(Seal)

ATTEST:

By:

_____

(Signature) (Surety)

_____ _____

(Print Name) (Print Name)

_____ _____

(Title) (Title)

PUBLIC CONSTRUCTION BOND

PROJECT NO.: 2019803

DESCRIPTION OF WORK: **Replacement of an existing bridge(934513) over the SFWMD Ocean Canal(L-13) at Sam Senter Road. Realignment of CR-880 in the vicinity of the bridge to allow for the construction of an east bound left turn lane onto Sam Senter Road. Sub soil improvements within the limits of the CR-880 realignment.**

PROJECT LOCATION: **Project begins approximately 2300 feet west of Sam Senter Road and ends approximately 1900 feet east of Sam Senter Road on CR-880. Project includes the removal and replacement of the bridge over the SFWMD Ocean Canal (L-13).**

SURETY COMPANY: _____

SURETY ADDRESS: _____

SURETY PHONE: _____

BOND NUMBER: _____

BOND AMOUNT: _____

CONTRACT AMOUNT: (here insert a sum equal to the contract price)

As the Surety Company for _____ we have executed the captioned bond. Because the contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, _____, permission is hereby granted to Palm Beach County to fill in the contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.

CERTIFICATION OF SUBLET WORK

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT

ROADWAY CONSTRUCTION SITES
CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD)
Ocean Canal Intersection Improvements and Bridge Replacement.
PALM BEACH COUNTY PROJECT NO. 2019803

Pursuant to section 8-1 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction the Contractor shall "not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must submit a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but **shall perform with its own organization work amounting to not less than 40% of the total Contract amount**."

Subcontractor Name	Subcontract to Whom	Work Description	Total Amt Sublet

All pertinent provisions and requirements of the Contract Documents will be part of any subcontracts. It is agreed that an executed or a certified copy of the subcontract will be submitted upon request, to Palm Beach County (County). All sublets will be in continued compliance with all Contract provisions and that the Contractor will continue to perform the minimum percentage of the Contract Work with its own organization, as required by said Contract. It is recognized and agreed that, as Contractor, the Contractor remains responsible for the proper performance of all requirements of said contract and the County does not relieve or release the Contractor and its Surety or either of them of any liability under the Contract Bond. The Contractor certifies that firms or individuals, debarred or suspended by the FHWA or the County, are not being used as subcontractors. A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Company Name: _____ Authorized Officer: _____
(Print)

Address: _____ Signature: _____

_____

CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER: **ABC AGENCY**	**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**
	COMPANIES AFFORDING COVERAGE
	Company A **XYZ MUTUAL ASSURANCE GROUP**
INSURED: **XYZ CONTRACTOR**	Company B
	Company C

COVERAGES

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

CO LTR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY	GL123	**XX/XX/XX**	**XX/XX/XX**	GENERAL AGG	$3,000,000
		OCCURRENCE FORM				PRODUCTS-COMP/OP	$1,000,000
	X	CONTRACTUAL LIABILITY*					
A	X	ANY AUTO	BA123	**XX/XX/XX**	**XX/XX/XX**	COMBINED SINGLE LIMIT	$1,000,000
		HIRED AUTO					
	X	NON-OWNED AUTO					
		EXCESS LIABILITY				EACH OCCURRENCE	
		UMBRELLA LIABILITY				AGGREGATE	
A		WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WC123	**XX/XX/XX**	**XX/XX/XX**	X WC STAT LIMITS	
						E.L. EACH ACCIDENT	$100,000
						E.L. DISEASE POLICY LIMIT	$500,000
						E.L. DISEASE EA EMPLOYEE	$100,000
		OTHER	(USE THIS SECTION FOR OTHER REQUIRED INSURANCE SUCH AS PROFESSIONAL LIABILITY, WATER CRAFT LIABILITY, AIRCRAFT LIABILITY, PROPERTY, AND BUILDER'S INSURANCE, ETC.)				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS IS ENDORSED AS AN ADDITIONAL INSURED ON COMMERCIAL GENERAL LIABILITY (AND UMBRELLA LIABILITY, IF APPLICABLE).

***CONTRACTUAL LIABILITY COVERAGE IS APPLICABLE TO THE INDEMNIFICATION/HOLD HARMLESS PROVISION OF ARTICLE 7-12.1.**

NOTE: OTHER ENTITIES IN THE RIGHT OF WAY ARE TO BE LISTED INDIVIDUALLY AS ADDITIONALLY INSURED.

RE: PROJECT# _____ **PROJECT DESCRIPTION:** _____

CERTIFICATE HOLDER:	CANCELLATION:
Palm Beach County Board of County Commissioners **c/o Engineering Department/Roadway Production** **2300 N. Jog Road, 3rd Floor West** **West Palm Beach, FL 33411**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE **MUST BE SIGNED**

Participation Form

Small Business Enterprise (SBE)
Affirmative Procurement Initiative (API)

PROJECT _____

PROJECT NO. _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was_____% /Affirmative Procurement Initiative (API) placed on this contract was_____%.

The Contractor achieved a Small Business Enterprise (SBE) participation/Affirmative Procurement Initiative (API) of _____% at the end of this project.

CONTRACTOR: _____

BY: _____

PRINT NAME: _____

DATE: _____

C H A N G E O R D E R

___ Owner Initiated
___ Differing Site Conditions
___ Zoning/Code/Ordinance Changes
___ Errors/Omissions/In Design
___ Quantity Overruns/Underruns
___ Request By Another Agency/Outside Party:
_____
___ A. Reimbursable ___ B. Non-Reimbursable
___ Other:

PROJECT:
(Name)
TO:
(Contractor)

CHANGE ORDER NO:
COUNTY PROJECT NO:
CONTRACT DATE:
RESOLUTION NO:
DISTRICT NO:

You are directed to make the following changes in this Contract:

The original Contract Sum was	$
Net change by previous Change Orders	$
The Contract Sum prior to this Change Order was	$
The Contract Sum will be increased by this Change Order . . .	$
The new Contract Sum including this Change Order will be . .	$
The Contract Time will be increased by.	( ) Days
The Date of Completion including this Change Order therefore is . .	

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-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 ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

_____
CONTRACTOR

_____
Address

_____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

REQUEST:
- ☐ WORK ORDER NO. _____
- ☐ NEW AUTHORIZATION
- ☐ CHANGE ORDER NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ OTHER: _____

REQUESTING DIVISION:
- ☐ ROAD & BRIDGE
- ☐ TRAFFIC
- ☐ ROADWAY PRODUCTION
- ☐ CONSTRUCTION COOR.
- ☐ STREETSCAPE

INFORMATION:
DATE _____
REQUESTOR _____
COMMISSION DISTRICT NO: _____
RESOLUTION NO: R _____
PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: _____
PROJECT NUMBER: _____ **BUDGET LINE ITEM:** _____
CONTRACT NO: _____ **CONTRACT DATE:** _____

CONTRACTOR/CONSULTANT/VENDOR: _____ **VENDOR #** _____
CONTACT: _____ **CONTACT PHONE NUMBER:** _____

Details:

Attachment "A" - Change Order Details
Attachment "B" - Bond Rider
Attachment "C" - EBO Schedules
Attachment "D" - Certificate of Insurance
Attachment "E" - Change Order History

The total amount of this request, per the attached documentation,is not to exceed $ _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was _____%.
The estimated SBE participation for this request is _____%.
The cumulative SBE participation to date for this Contract including this request is _____%.

Palm Beach County Engineering and Public Works Contact:

Name | Title | Telephone Number

CONTRACTOR/CONSULTANT/VENDOR APPROVALS
Please indicate your receipt of this request by signing and returning this original document to our office.

Signature | Date
Print Name and Title

ENGINEER OF RECORD (If applicable)

Signature | Date
Print Name and Title

PALM BEACH COUNTY APPROVALS

Division Approval | Date
Deputy County Engineer | Date

BOARD APPROVAL? No **Date:** _____

Budget Approval | Date
Contract Review Committee (when required) Date

FORM OF GUARANTEE

BOND NO. _____

GUARANTEE FOR (Contractor and Surety Name) _____

_____

We the undersigned hereby guarantee that the CR-880 and Sam Senter Road over the South Florida Water Management District (SFWMD) Ocean Canal Intersection Improvements and Bridge Replacement. (Project), Project Number 2019803 Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within the warranty period of one year from the date of Final Completion of all the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this contract.

Dated _____
(notice of final acceptance date)

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

_____ (Seal)
(Contractor)

By:_____ _____
(Signature) (Printed Name and Title)

_____ (Seal)
(Surety)

By: _____ _____
(Signature) (Printed Name and Title)

CONSENT OF SURETY FOR FINAL PAYMENT

BOND NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

PROJECT NUMBER: _____ CONTRACT NUMBER: _____

CONTRACT DATE: _____

In accordance with the provisions of the above named Contract between the County and the Contractor, the following named Surety Company:

_____

[name and address of Surety]

On the PUBLIC CONSTRUCTION BOND of the following named Contractor:

_____

[name and address of Contractor]

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the Palm Beach County, Board of County Commissioners, 301 N. Olive Avenue, West Palm Beach, Florida 33401, as set forth in said Surety Company's bond:

_____

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of

_____, 20_____.

_____ _____

(Attest) Witness Signature (Name of Surety Company)

_____ _____

(Witness Printed Name) (Signature of Surety's Authorized Representative)

_____

(Printed Name and Title)

(Seal)

FINAL WAIVER AND RELEASE OF CLAIM

KNOW ALL BY THESE PRESENTS, that the undersigned, to induce the final payment in the sum of $_____, and other valuable considerations and benefits to the undersigned accruing does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as _____"Project", and Palm Beach County, Florida, on account of work and labor performed, and/or materials furnished in connection with the above described Project, or any part thereof.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any real estate by virtue of the accrual of said payment, has or will be made, and the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the Project, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personnel are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my and seal and I hereby acknowledge that the foregoing statements are true and correct this _____ day of _____, 20 ____.

WITNESS: CONTRACTOR

_____ _____
Signature *Company Name*

_____ BY_____
Print Name *Signature*

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____

as _____for _____, on behalf
(title of officer/member/partner) *(name of corporation/company/partnership)*

of the _____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____(type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Form 1

STATE OF FLORIDA
COUNTY OF _____

Before me the undersigned authority in said county and state, personally appeared _____, who being first duly sworn, deposes and says that he is:

_____ (a) President (or Vice President) of _____ corporation authorized to do business under the laws of Florida and which Corporation is the contractor;

OR

_____ (b) a partner of the firm of _____ composed of _____and _____, doing business under the name of _____, which firm is the contractor;

OR

_____ (c) the individual who, doing business under the trade name of _____is the contractor,

on project No. _____, Road _____ _____ in _____ County, Florida, under Resolution No. _____ with the County of Palm Beach dated the _____ day of _____ 20____; that the deponent knows of his own knowledge that:

1. The said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Director of Construction Coordination of the County of Palm Beach.

2. The contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.

3. All amounts payable for labor, materials or otherwise, in connection with said contract and work, have been paid except for normal sub-contract retainages, which will be satisfied upon payment and/or release of retainage withheld under this contract.

4. There are no claims or suits pending against said contractor or anyone in connection with the work done, materials furnished or otherwise under said contract, except as listed below. As to any such exception listed below, the contractor has stated the name of the entity making claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(10)(b), Florida Statutes.

(Affix Corp. Seal)

_____
(Deponent)

_____
(Print Name)

_____
(Title)

CONTRACTOR:_____

PROJECT:_____

Form 2

We, the _____, having heretofore executed a performance and payment bond for the above named contractor covering the project and road described above hereby agree that the County of Palm Beach may make full payment of the final estimate, including the retained percentage, to said contractor.

It is fully understood that the granting of the right of the County of Palm Beach to make the payment of the final estimate to said contractor and/or his assignee, shall in no way relieve the surety company of its obligations under its bond, as set forth in the specifications and contract, including an amendments hereto, pertaining to the above project and road.

IN WITNESS WHEREOF, the _____ has caused the Instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereto affixed, all on this _____ day of _____, A.D. 20____.

_____
SURETY COMPANY

(AFFIX SEAL)

BY:_____
It's Attorney in Fact

(Power of Attorney must be attached
if executed by Attorney in Fact)

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by _____ as _____ _____ for _____,
(e.g. attorney in fact) (name of Surety)
on behalf of said surety, and who is ☐ personally known to me or has
produced _____(type of identification) as identification, and who acknowledges that [circle one] he/she executed said instrument for the purpose therein expressed and that [circle one] he/she has due and legal authority to execute the same on behalf of said surety

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Countersignature: _____
Required ONLY if executed by Non Florida Resident Agent

RECORD OF CONSTRUCTION MATERIALS
AFFIDAVIT

I_____,_____
(NAME) (TITLE)

OF_____
(NAME OF FIRM)

I solemnly swear and affirm, that as Prime Contractor, the work under the above-named contract and all amendments thereto have been completed and materials supplied in accordance with the requirements of said contract. I have preserved in my files, for inspection by the Department, all invoices and records of materials as required by Article 9-7 of the applicable specifications. These records include all materials purchased by subcontractors and represent all commercial construction materials used in the construction of Project No. _____.

(Contract No. _____) in _____County, and that the information is true and correct.

Signed_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____

as _____ for _____, on behalf
(title of officer/member/partner) (name of corporation/company/partnership)

of the_____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____ (type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

DISBURSEMENT OF PREVIOUS PERIODIC PAYMENTS TO SUBCONTRACTORS

DATE: _____

PROJECT: _____

_____

PROJECT NO:_____

TO APPLY TO MONTHLY ESTIMATE FOR _____, 20___
(Month)

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for $ _____ which is in dispute with _____

_____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges, if applicable). The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the County, and work done under equipment-rental agreements.

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION, OR RETENTION OF FUTURE CONTRACT PAYMENTS.

_____
Contractor

_____
Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this ___ day of _____, 20___, by _____
as _____ for _____, on behalf
(title of officer/member/partner) *(name of corporation/company/partnership)*

of the _____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____ (type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

DISBURSEMENT OF FINAL PAYMENT TO SUBCONTRACTORS

DATE: _____

PROJECT: _____ PROJECT NO: _____

TO APPLY TO FINAL ESTIMATE NO. _____, _____, 20_____.

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for $ _____which is in dispute with _____(leave blank if fully paid) as a result of back charges (attach explanation of back charges if applicable). The term "subcontractor" as used herein shall also include persons or firms furnishing materials, or equipment incorporated into the work for which final payment has been made by the County, and work done under equipment-rental agreements.

The following are to be paid from the final payment:

_____ Sub-Contractor or Supplier	_____ Amount
_____ Sub-Contractor or Supplier	_____ Amount
_____ Sub-Contractor or Supplier	_____ Amount
_____ Sub-Contractor or Supplier	_____ Amount
_____ Sub-Contractor or Supplier	_____ Amount

(Use Attachment for Additional Sub-Contractor or Suppliers)

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

_____ Contractor

_____ By

_____ Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____

as _____for _____, on behalf
(title of officer/member/partner) (name of corporation/company/partnership)

of the _____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____(type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)