

CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF

**LYONS ROAD NORTH OF LAKE WORTH DRAINAGE DISTRICT
(LWDD) L-30 CANAL TO BOYNTON BEACH BOULEVARD &
LYONS ROAD AND BOYNTON BEACH BOULEVARD
INTERSECTION IMPROVEMENTS**

PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2018503 & 2020110

PALM BEACH COUNTY, FLORIDA

Project Name: Lyons Road North of Lake Worth Drainage District (LWDD) L-30 Canal to Boynton Beach Boulevard & Lyons Road and Boynton Beach Boulevard Intersection Improvements

Project No.: 2018503 & 2020110

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NOTICE TO BIDDERS

NON-MANDATORY PRE-BID MEETING

Date: **Thursday September 3, 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 22, 2026**

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

Location: **Engineering and Public Works Department
1st Floor Conference Room (1E-58)
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 1st Floor Conference Room (1E-58) on **Tuesday, September 22, 2026**, for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

**Lyons Road North of Lake Worth Drainage District (LWDD) L-30 Canal to Boynton
Beach Boulevard & Lyons Road and Boynton Beach Boulevard Intersection
Improvements**

PALM BEACH COUNTY PROJECT NO. 2018503 & 2020110

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 **\$75**. 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, September 3, 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:
SHANNON RAMSEY-CHESSMAN, CLERK AD INTERIM
OF THE CIRCUIT COURT & COMPTROLLER

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

DAVID RICKS, P.E., COUNTY ENGINEER

BY: Sara Baxter, Mayor

PUBLISH: PALM BEACH POST
SUNDAY: August 23, 2026
SUNDAY: August 30, 2026

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.

INSTRUCTIONS 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

INSTRUCTIONS TO BIDDERS

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,"

INSTRUCTIONS TO BIDDERS

“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 12% 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

INSTRUCTIONS TO BIDDERS

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:

INSTRUCTIONS TO BIDDERS

- 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

INSTRUCTIONS TO BIDDERS

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.

INSTRUCTIONS TO BIDDERS

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).

INSTRUCTIONS TO BIDDERS

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.

INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO BIDDERS

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

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.

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

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.

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

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.

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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.

FAILURE 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 _____

SPECIAL PROVISIONS

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.

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

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

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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,

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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.

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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

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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.

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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.

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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

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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.

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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.

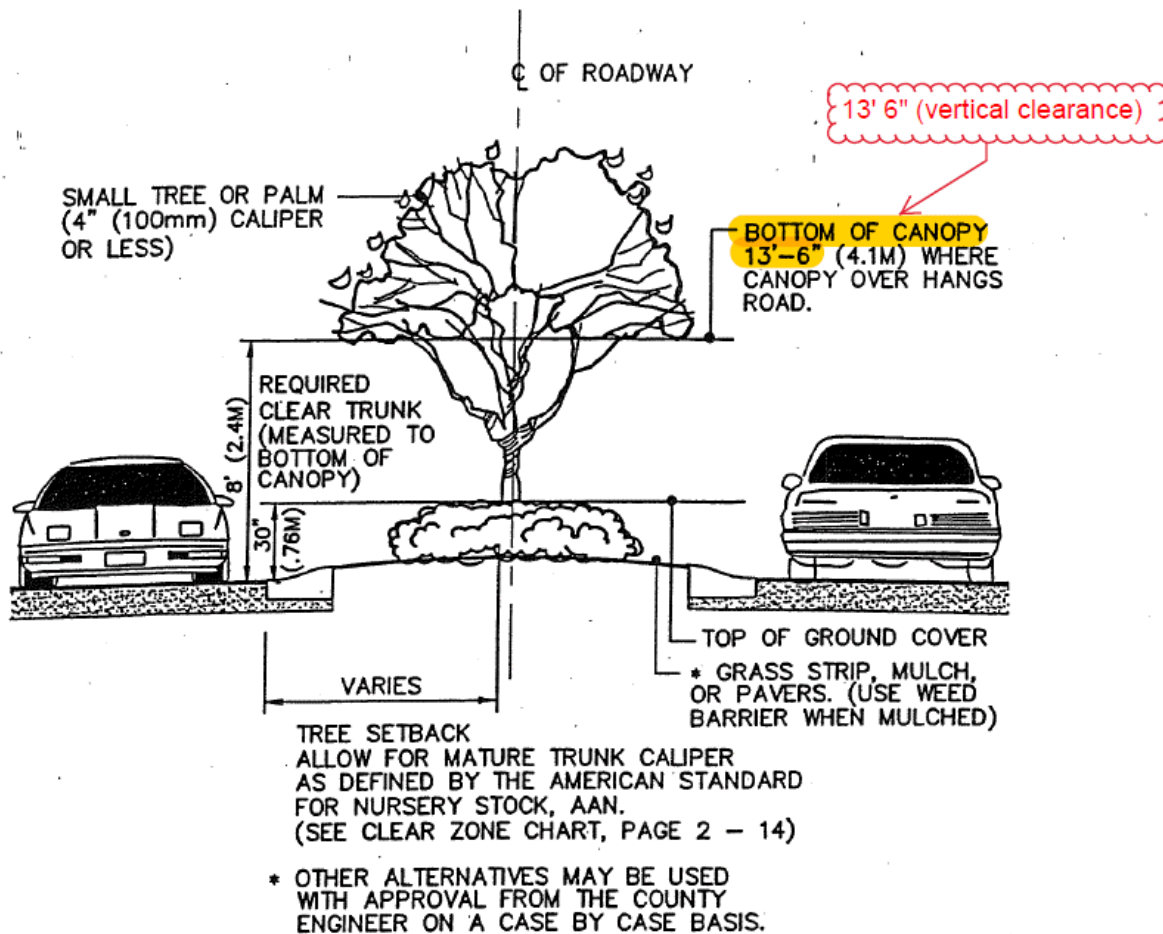
41. GUARDRAIL AND SPECIAL SAFETY PIPE RAIL: At locations where sidewalks, walkways, bike paths or other media for bicycle and/or pedestrian traffic are within 4’ of the back of the guardrail post, the Contractor shall utilize “steel posts” and “special safety pipe rail” (2” diameter) as shown in FDOT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

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TYPICAL SECTION

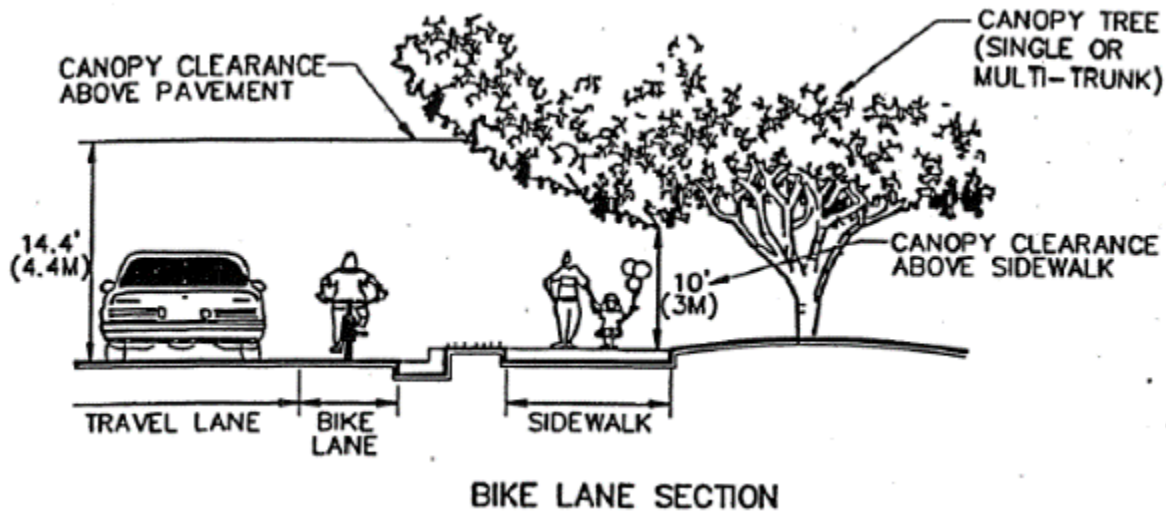
Small trees and palms shall be used within mountable and uncurbed medians. Tree and palms that are 4" in caliper or less measured at 6" above grade shall be considered small and may be used within the medians. The plant material within these areas shall be maintained so that they do not overhang into 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).

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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 driver or due to 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

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Urban	4'	4'		4'	N/A	N/A	N/A
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- *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

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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.

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- 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).

SPECIAL PROVISIONS

- 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.
- **File 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

SPECIAL PROVISIONS

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

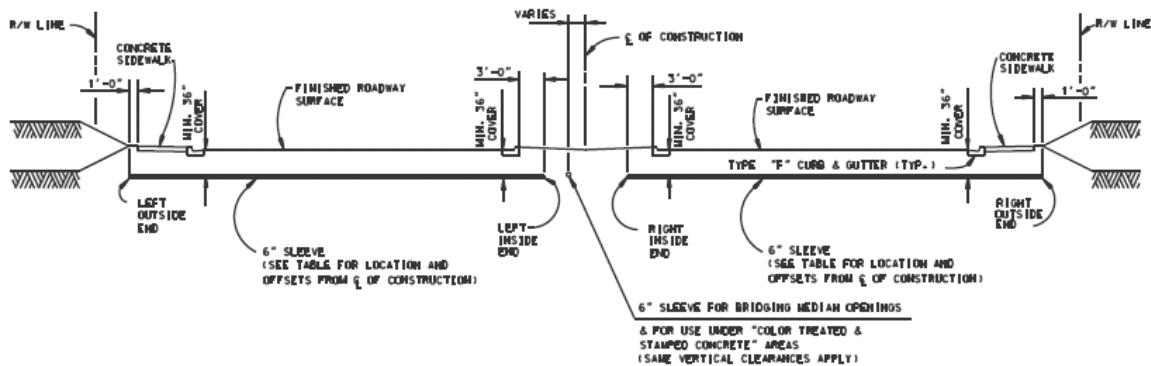
47. DYNAMIC LOAD TEST SUPPORT: Dynamic Load Test Support shall include Contractor furnishing of Equipment and personnel necessary for attachment of leads, supply power source, man-basket, shelter, and any other services necessary to provide support for the testing (reference FDOT Specifications Section 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.

SPECIAL PROVISIONS



**DETAIL FOR INSTALLATION OF MEDIAN IRRIGATION
SLEEVES FOR THOROUGHFARE ROADS**

(NOT TO SCALE)

AS-BUILT CERTIFICATION FORM

P.B.C. # _____

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

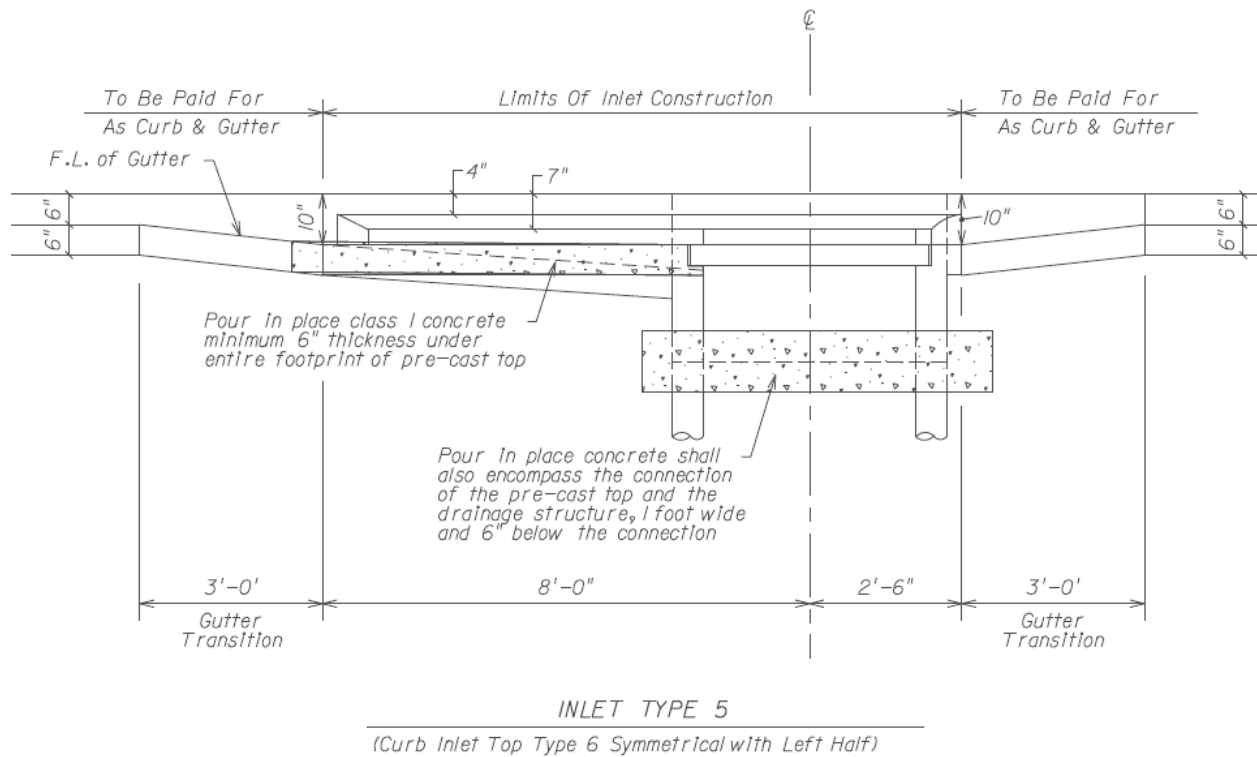
GENERAL NOTES

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

REVISÉD JANUARY 2008

SPECIAL PROVISIONS



SUPPLEMENTAL CONCRETE AT DRAINAGE STRUCTURE TOP DETAIL

SPECIAL PROVISIONS

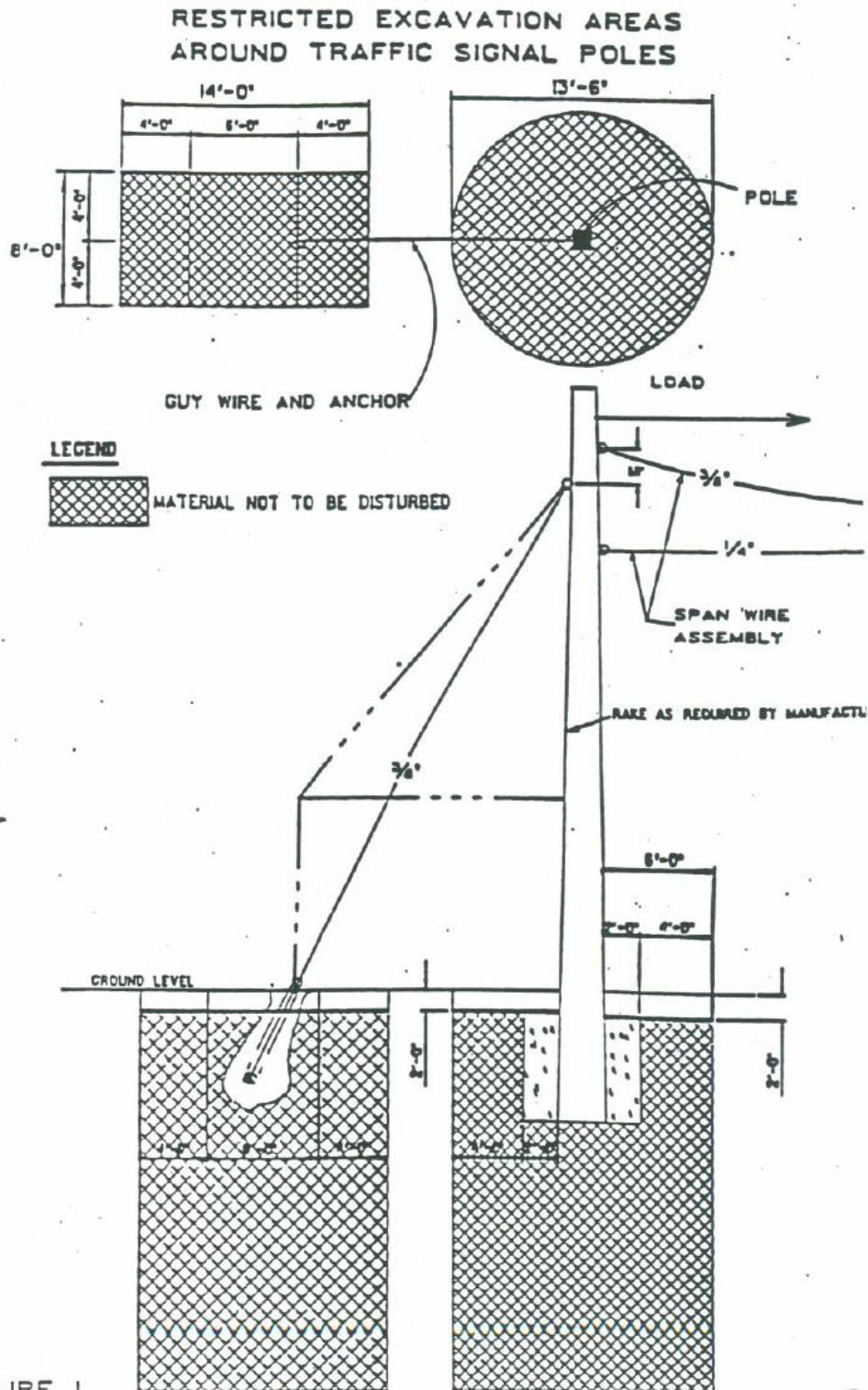


FIGURE 1

SPECIAL PROVISIONS

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. K	Comm. Total L
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
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		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

**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

CERTIFICATION FOR THE PROHIBITION AGAINST DIVERSITY, EQUITY AND INCLUSION MATERIAL

Project # 2018503 & 2020110

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

58. 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:

AT&T FL. Telecommunications	Greg Keuhn	(561)-413-6159
Comcast Cable Comm. Co.	Steve Rosa	(561)436-9034
Crown Castle Fiber	Danny Haskett	(786)246-7827
Florida Power & Lighting Co.	David Fuchs	(321)214-3814
Florida Public Utilities Co.	Fernando Van Leeuwen	(561)723-3459
Palm Beach Cty Traffic Division ITS	Daniel Rodriguez	(561)6984-4030
Palm Beach Cty Traffic Division	May Cheng	(561)684-4030
Palm Beach Cty Water Utilities	Jie House	(561) 493-6976
Verizon	Mark Brodzinski	(561)254-9008
Mci	Investigations Team	(800) 624-9675 X2
Hotwire Communications	Walter Sancho-Davila	(954)699-0900

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.

59. 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.

SPECIAL PROVISIONS

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.

c

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

SPECIAL PROVISIONS

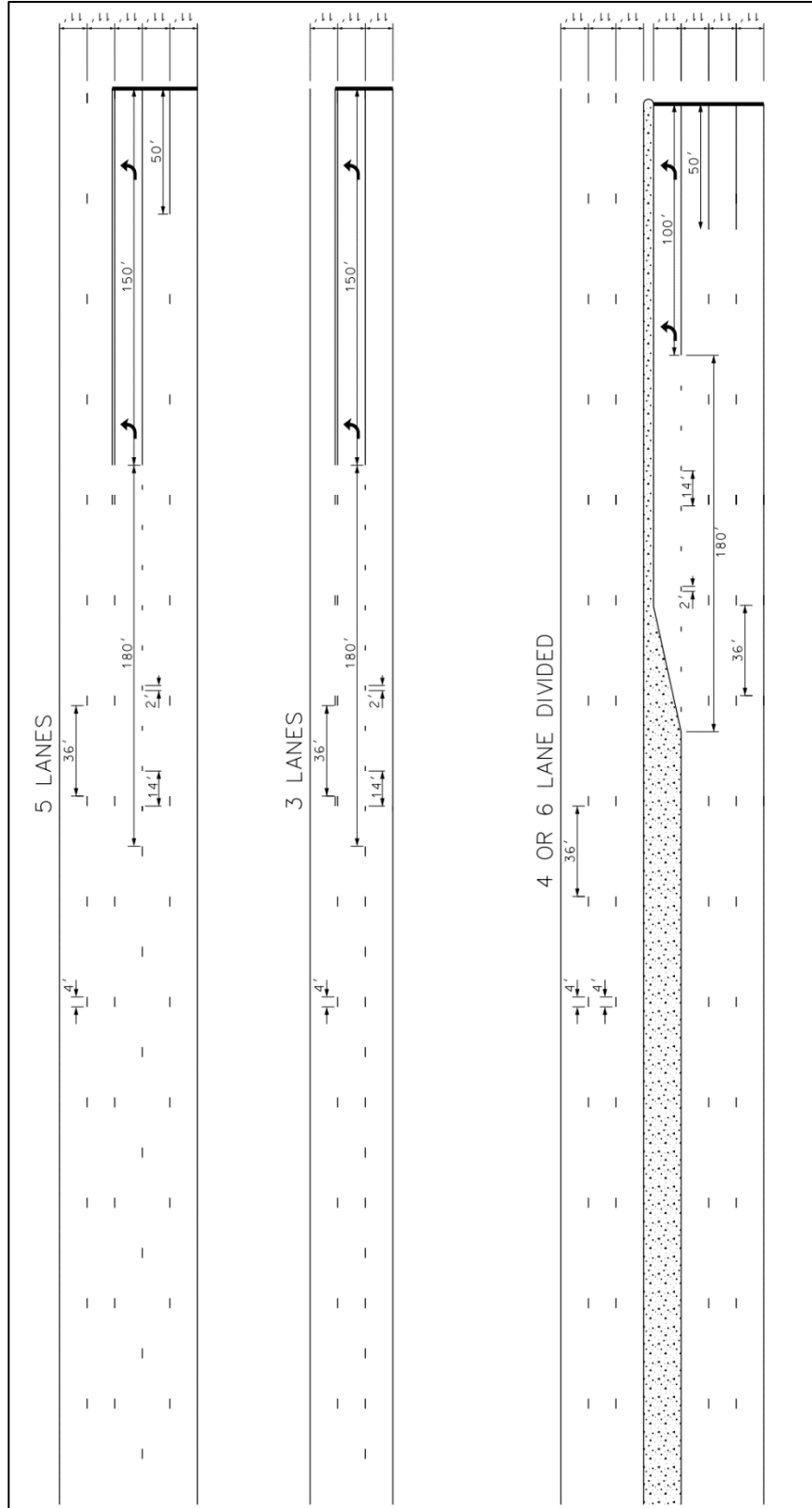
(561) 684-4030 or (561) 681-4320

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.

SPECIAL PROVISIONS

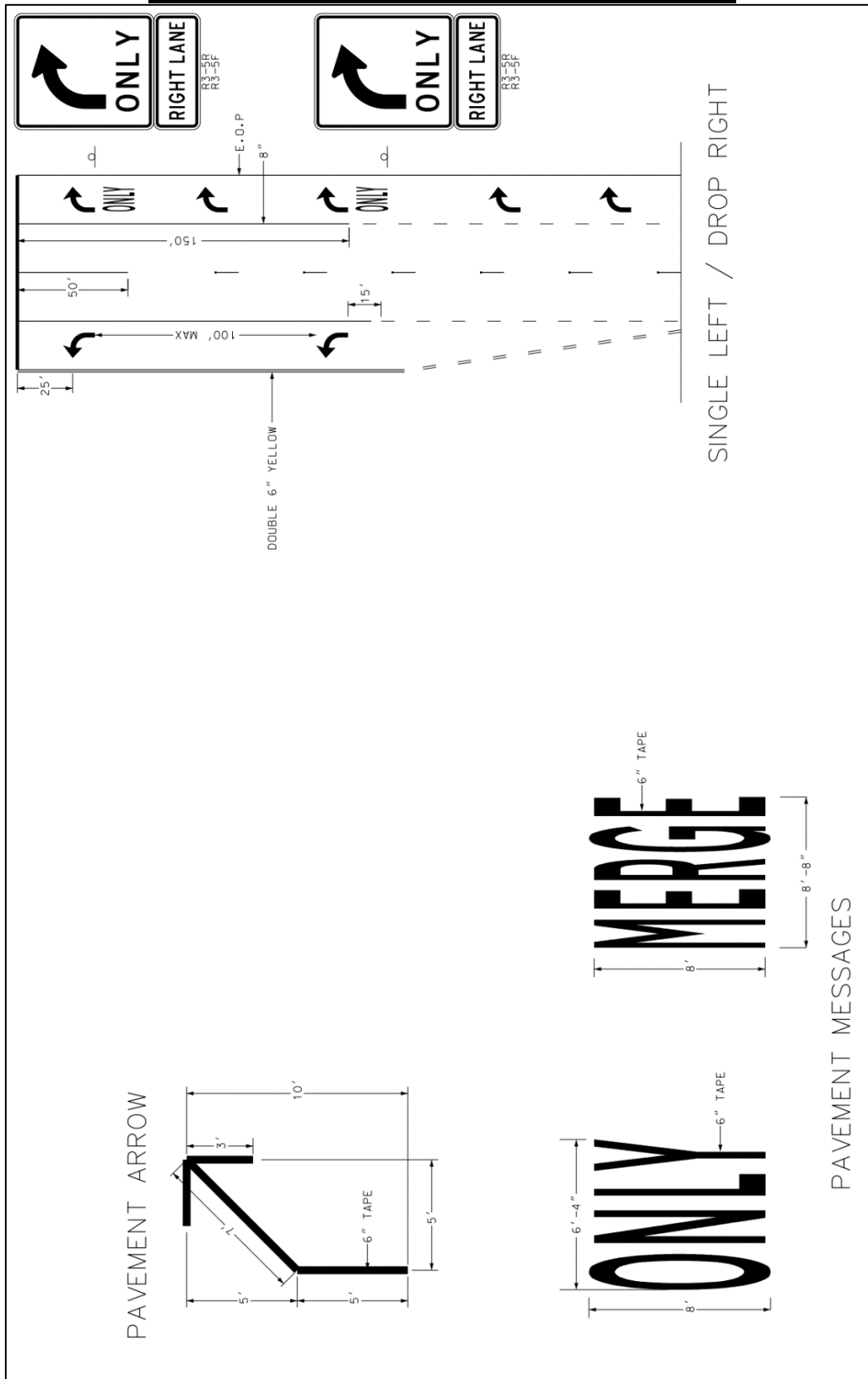
60. TEMPORARY PAVEMENT MARKINGS AND SIGNING

Temporary Pavement Markings for Three or More Lanes



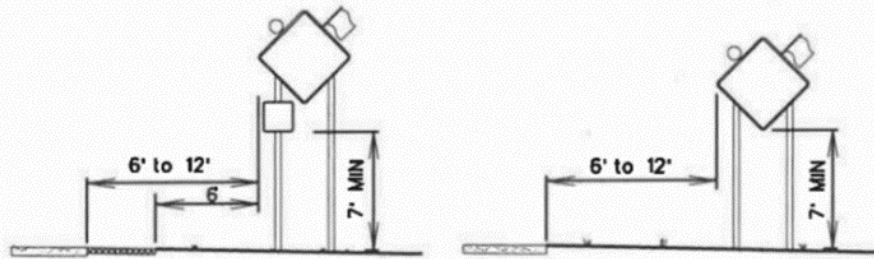
SPECIAL PROVISIONS

Temporary MERGE or ONLY Pavement Markings



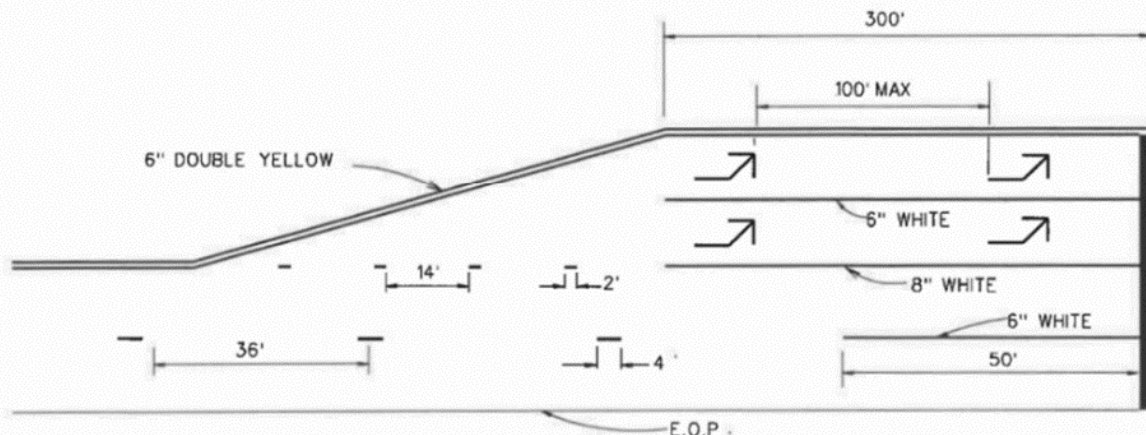
SPECIAL PROVISIONS

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



61. SCHOOL ZONE

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

62. 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

SPECIAL PROVISIONS

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:	LYONS ROAD NORTH OF LAKE WORTH DRAINAGE DISTRICT (LWDD) L-30 CANAL TO BOYNTON BEACH BOULEVARD & LYONS ROAD AND BOYNTON BEACH BOULEVARD INTERSECTION IMPROVEMENTS Palm Beach County, Florida
Palm Beach County Project No.:	2018503 & 2020110
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:	The project consists of the construction/widening of Lyons Road from a 2 lane divided section to a 4 lane section divided highway. Project begins at the LWDD L-30 Canal to 1000' north of Boynton Beach Boulevard.
Runoff Coefficient:	Grass Median: Coefficient = 0.20 Impervious Roadway and Walks Coefficient = 0.95
Site Area:	The site is 40.4 acres, of which 19.75 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. Cleaning/Earth Work
	2. Drainage Installation
	3. Curbing Installation
	4. Road Work
	5. Signal and Street Lengths
	6. Paving
Name of Receiving Bodies:	LWDD; L-30, L-29, L-28, L-27, L-26, L-25, L-24

TECHNICAL SPECIAL PROVISIONS

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.

GENERAL PROVISIONS

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

GENERAL PROVISIONS

- 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.

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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

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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: _____

[illegible]

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):

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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: _____

[illegible]

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):

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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.

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- (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:~~

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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.

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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: LYONS ROAD NORTH OF LAKE WORTH DRAINAGE DISTRICT (LWDD)
L-30 CANAL TO BOYNTON BEACH BOULEVARD & LYONS ROAD AND BOYNTON BEACH
BOULEVARD INTERSECTION IMPROVEMENTS**

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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.

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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

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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

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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 \$75 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

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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

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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

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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

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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.

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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.

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The Department and Contractor acknowledge and agree that *(*Utility Company)* is a limited third party beneficiary with the right to seek damages from the Contractor for the Contractor's failure to perform or to enforce the Contractor's performance of its duties and obligations regarding the Work. *(*Utility Company)* does not have the right to compel the Department to perform the Department's duties and obligations under this Contract or to seek damages from the Department for its failure to perform or to compel the Contractor to perform. Nothing herein shall create or vest in *(*Utility Company)* the right to compel Department to act for or on *(*Utility Company)* behalf or for its benefit, nor shall it have a cause of action of any type or nature against the Department.

Contractor's indemnity obligations shall include all liability to third parties, unless such liability arises solely out of the intentionally wrongful acts of the Department. Contractor's obligations hereunder shall also include all claims against Department by any third party beneficiary of this Contract and liability for all damages and costs related thereto.

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

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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.

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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

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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

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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

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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

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<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required: General Aggregate Limit must apply Per Project	\$500,000 per occurrence Yes	\$1,000,000 per occurrence Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
<u>WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than: Employer's Liability Limits not less than:	Statutory \$100,000/500,000/100,000	
<u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$1,000,000 per occurrence Yes	
<u>AIRCRAFT LIABILITY:</u> 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	
<u>RAILROAD PROTECTIVE LIABILITY:</u> 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	
<u>UTILITY OWNERS PROTECTIVE LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$1,000,000 per occurrence Yes	
<u>UNMANNED AIRCRAFT SYSTEMS LIABILITY:</u> 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.

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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

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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.

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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

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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:

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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.

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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%.

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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

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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.

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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.

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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.

Pedestrians

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:

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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 that 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.

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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.

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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.

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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 typical 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 reflectivity 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~~

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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

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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~~

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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

GENERAL PROVISIONS

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 300°F 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 180°F. 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

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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

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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:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{\text{mm}} \times 43.3$$

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.

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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.

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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.

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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.

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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

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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 Gyration
≤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 30°F 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.

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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

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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.

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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

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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

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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.

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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

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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

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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 Section 162 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

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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.

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- 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).

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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 “Floritam” 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

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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.

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- 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.

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- 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:

<u>Reserve Period</u>	<u>Percent of Unit Price Paid for Reservation of Plant Material</u>
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

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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-warranted 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

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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

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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:

<u>Parameters</u>	<u>Range</u>
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.

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- 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.

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- 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:

<u>Common Name</u>	<u>Botanical Name</u>
Super Blue Liriope	<i>Liriope muscari</i>
Lantana (Various Colors)	<i>Lantana camara</i>
Muhly Grass	<i>Muhlenbergia capillaris</i>
Fakahatchee Grass	<i>Tripsacum dactyloides</i>
Asiatic Jasmine	<i>Trachelospermum asiaticum</i>
Juniper Parsonii	<i>Juniperus chinensis</i>

ACCENT PLANTS (3 gal., 7gal. and 10gal. containers)

Including these species, or comparable:

<u>Common Name</u>	<u>Botanical Name</u>
Bird-of-Paradise	<i>Strelitzia reginae</i>
Bougainvillea Hybrid (includes dwarf varieties)	<i>Bougainvillea sp.</i>
Coontie	<i>Zamia pumila</i>
Cardboard Palm	<i>Zamia maritima</i>
Saw Palmetto	<i>Serenoa repens</i>
Crinum lily	<i>Crinum Americana</i>
Giant False Agave	<i>Furcraea foetida.</i>
Dwarf Yaupon Holly (Schillings Dwarf)	<i>Ilex vomitoria</i>
Dwarf Fakahatchee Grass	<i>Tripsacum floridanum</i>
Fakahatchee Grass	<i>Tripsacum dactyloides</i>
Pringles	<i>Podocarpus sp.</i>

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Wax Jasmine
Wax Myrtle
Wild Coffee

Jasmine volubile
Myrica cerifera
Psychotria nervosa

GROUNDCOVERS (1 gal. containers)
Including these species, or comparable:

Common Name

Botanical Name

Blue Daze
Crown of Thorns (includes dwarf varieties)
Dune Sunflower
Lantana (includes dwarf varieties)
Super Blue Liriope (Min. 4 Bibs)
Mexican Heather
Sea Oxeye Daisy
Cord grass

Evolvulus glomerata
Euphorbia milii
Helianthus debilis
Lantana sp.
Liriope muscari
Cuphea hyssopifolia
Borrchia arborescens
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)
Red Tip Cocoplum (includes green)
Cocoplum (Horizontal)
Carissa (includes dwarf varieties)
Eugenia
Dwarf Oleander
Dwarf Schefflera (includes various varieties)
Dwarf Yaupon Holly (Schillings Dwarf)
Fiddlewood
Firebush (includes dwarf varieties)
Green Island Ficus (includes various varieties)
Jatropha (includes dwarf varieties)
Juniper (includes various varieties)
Cord Grass
Philodendron 'Xanadu'

Bougainvillea sp.
Chrysobalanus icaco
Chrysobalanus icaco
Carissa sps
Eugenia sp.
Nerium oleander
Schefflera arboricola
Ilex vomitoria
Citharexylum fruiticosum
Hamelia patens
Ficus microcarpa
Jatropha hastata
Juniperus sp.
Spartina Bakeri
Philodendron sp.

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Pittosporum (includes various varieties)	<i>Pittosporum sp.</i>
Sea Grape	<i>Coccoloba uvifera</i>
Silver Buttonwood	<i>Conocarpus erectus sericeus</i>
Green Buttonwood	<i>Conocarpus erectus</i>
Simpson Stopper	<i>Myrcianthes fragrans</i>
Stoppers (includes various varieties)	<i>Eugenia rhombea</i>
Viburnum (includes 'Awabuki')	<i>Viburnum sp.</i>
Wax Myrtle	<i>Myrica cerifera</i>
Yellow Thryallis	<i>Galphemia gracilis</i>
Bahama Dwarf Coffee	<i>Psychotria ligustrifolia</i>
Copper Leaf (includes various varieties)	<i>Acalypha wilkesiana</i>
Saw palmetto	<i>Serenoa repans</i>
White Indigo Berry	<i>Randia aculeate</i>
Panama Rose	<i>Rondeletia leucophylla</i>
Pringles	<i>Podocarpus sp.</i>
Wild Coffee	<i>Psychotria nervosa</i>

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.

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- 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

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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

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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".

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- 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

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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 1/3rd 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.

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- 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

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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

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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.

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- E. At the Contractor's discretion, all guying and staking material should be removed between the sixth (6th) and twelfth (12th) 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

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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 1/2" in the seams between the individual pieces of sod will be accepted. All parts of the sod 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 "Floritam" 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.

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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:

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- 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).

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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;

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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.

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- 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. Notwithstanding 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

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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.**

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- 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.

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- 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:

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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:

<u>Material</u>	<u>Day</u>	<u>Frequency</u>	<u>No. Applications</u>
Plant Material	1-30	Daily	30
"	31-180	Every 3 rd Day	50
"	181-325	Every 7 th Day	20
"	326-361	Every 12 th 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,

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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

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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:

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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.

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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:

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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.

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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 larger 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.

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- C. Electrical control wire Two-Wire system cable decoder cables between the controllers and the decoders shall be Hunter 1D1 GRY, 1D1PUR, 1D1YWL, 1D1,ORG, 1D1BLU, and/or 1D1Tan 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 1/4" 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

GENERAL PROVISIONS

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, 1-1/4" 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 1/4 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.

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- 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

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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.

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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".

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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:

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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.

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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.

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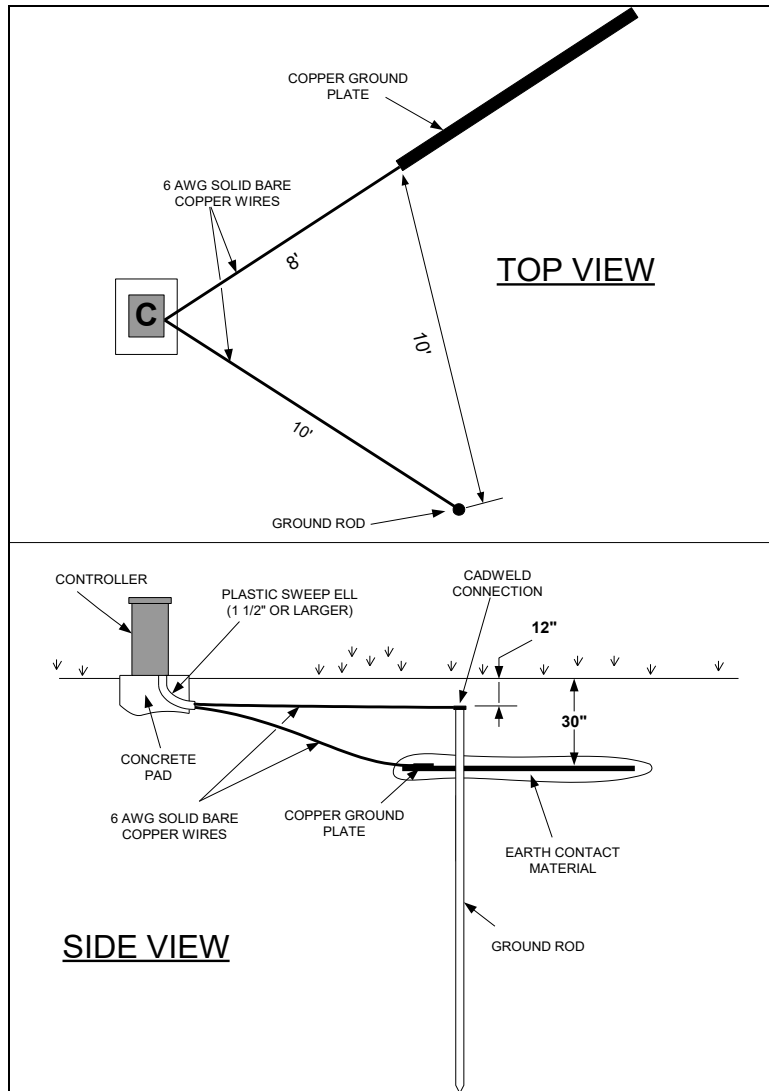
H. Lightning Arrestor:

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 from the American Society of Irrigation Consultants, ASIC Guideline 100-2002 (www.asic.org, “Design Guides”).

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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

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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.

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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-foot 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 solid 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.

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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.

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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

GENERAL PROVISIONS

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

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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.

GENERAL PROVISIONS

- 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:

GENERAL PROVISIONS

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.

GENERAL PROVISIONS

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.

GENERAL PROVISIONS

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

GENERAL PROVISIONS

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 ORIGINAL 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.

GENERAL PROVISIONS

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

GENERAL PROVISIONS

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: Lyons Road from LWDD L-30 Canal to Boynton Beach Boulevard, Lyons Road and
Boynton Beach Boulevard Intersection Improvements
PROJECT NO.: 2018503 & 2020110
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 construction and widening of Lyons Road from LWDD
L-30 Canal to Boynton Beach Boulevard, Lyons Road and Boynton Beach Boulevard Intersection Improvement
sand 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)

WITNESS (Print Name)

OWNER/AGENT (Signature)

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
50-111047-P	South Florida Water Management Dist.	https://my.sfwmd.gov/ePermitting/PopulateLOVs.do?flag=1
RW-24-0111	Lake Worth Drainage Dist.	https://aca3.accela.com/LWDD/Default.aspx
RW-24-0112	Lake Worth Drainage Dist.	https://aca3.accela.com/LWDD/Default.aspx
2026-A-496-00007	FDOT	https://osp.fdot.gov/#/ProcessType/bcea6559-de4d-4d27-a8ba-015bfdc28336/Process
2025-C-496-00001	FDOT	https://osp.fdot.gov/#/ProcessType/bcea6559-de4d-4d27-a8ba-015bfdc28336/Process

PERMITS



South Florida Water Management District
Individual Environmental Resource Permit No. 50-110905-P
Date Issued: May 15, 2025

Permittee: Palm Beach County Board Of County Commissioners
2300 N Jog Road
West Palm Beach, FL 33416

Project: Lyons Road From LWDD L-30 Canal to Boynton Beach Blvd

Application No. 240419-43428

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 RegPermitting site at www.sfwmd.gov/regpermitting.

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 regpermitting@sfwmd.gov.

A handwritten signature in blue ink that reads "Jesse Markle".

Jesse Markle, P.E.
Chief, Environmental Resource Bureau

PERMITS

South Florida Water Management District Individual Environmental Resource Permit No. 50-110905-P

Date Issued: May 15, 2025 **Expiration Date:** May 15, 2030

Project Name: Lyons Road From LWDD L-30 Canal to Boynton Beach Blvd

Permittee: Palm Beach County Board Of County Commissioners
2300 N Jog Road
West Palm Beach, FL 33416

Operating Entity: Palm Beach County Board Of County Commissioners
2300 N Jog Road
West Palm Beach, FL 33416

Location: Palm Beach County

Permit Acres: 59.65 acres

Project Land Use: Transportation

Special Drainage District: Lake Worth Drainage District

Water Body Classification: 3F
3F

FDEP Water Body ID: 3262B1
3256B

Conservation Easement to District: No

Sovereign Submerged Lands: No

Project Summary

This Environmental Resource Permit (ERP) authorizes construction and operation of a stormwater management (SWM) system serving 59.65 acres of transportation development known as Lyons Road From LWDD L-30 Canal to Boynton Beach Blvd.

The project proposes the construction of additional roadway pavement and associated landscape area. The SWM system consists of existing and proposed inlets and storm sewer to collect and convey runoff to swales prior to connecting to the master SWM system. Refer to the Engineering Evaluation and Exhibit Nos. 2.0 and 2.1 for additional information.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, FAC.

The permittee demonstrated that the project is a grandfathered activity pursuant to Subsection 12.4.1, ERP Applicant's Handbook (AH) Volume (Vol.) I (effective 06/28/2024). Please refer to Exhibit No. 2.2.

Site Description

The site is an existing roadway that spans north to south from Boynton Beach Blvd. to 130th St. S. in Palm Beach County. Refer to Exhibit No. 1.0 for a location map.

PERMITS

For information on wetland and other surface water (OSW) impacts, please see the Wetlands and OSWs section of this permit.

Background

The proposed project comprises several roadway segment improvements, each of which are part of a previously permitted master system as listed below:

- January 26, 2016: Segment 1 is part of the master SWM system previously permitted under ERP No. 50-10764-P, which was certified complete on January 6, 2020.
- October 22, 2012: Segment 2 is part of the master system previously permitted under ERP No. 50-10105-P which was certified complete on March 15, 2016.
- April 14, 2004: Segment 3 is part of the master system previously permitted under ERP No. 50-06370-P which was certified complete on November 24, 2010.
- Segment 4 is part of the master system previously permitted under ERP No. 50-06175-P which was certified complete on June 20, 2006.
- November 12, 2003: Segment 5 and 6 are each part of the master system previously permitted under ERP No. 50-06032-P which was certified complete on September 7, 2006.

Ownership and Operation & Maintenance (O&M)

Perpetual O&M of the SWM system will be the responsibility of the Palm Beach County Board Of County Commissioners (BOCC). 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.

PERMITS

Engineering Evaluation:

Land Use

Please refer to the Engineering Evaluation Tables for land use details.

Water Quality

The project is located within a watershed identified by the Florida Department of Environmental Protection as impaired; therefore, the design includes a site-specific pollutant loading analysis and, as part of the Conceptual permit corresponding to each segment of roadway improvement, an additional 50% water quality treatment volume above the amounts required pursuant to Subsection 4.2.1, ERP AH Vol. II, as reasonable assurances that the projects discharge will not cause or contribute to violations of State water quality standards. The project provides 0.44 ac-ft of additional water quality treatment.

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.

Water Quantity

Discharge

The project is consistent with land use and grading of the master SWM system as authorized by the following:

- ERP No. 50-10764-P for Segment 1
- ERP No. 50-10105-P for Segment 2
- ERP No. 50-06370-P for Segment 3
- ERP No. 50-06175-P for Segment 4
- ERP No. 50-06032-P Segment 5 and 6

Road Design

Minimum road crown elevations are not impacted by the proposed project and remain set at or above the peak design storm elevation as previously permitted within the existing master SWM system corresponding to roadway Segments 1 through 6.

Special Basins

This project is located within the boundaries of the Water Preserve Area Basin as defined in Rule 40E-41.323, FAC. The permittee has demonstrated that the project meets the criteria in Rule 40E-41.363, FAC, "Conditions for Issuance of Environmental Resource Permits and Surface Water Management Permits in the Water Preserve Area, Water Preserve Area Basin, or Adjacent to Protective Levees".

Construction Completion Certification (CCC) and O&M

Pursuant to Rule 62-330.310, FAC, Individual Permits will not be converted from the construction phase to the operation phase until CCC 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 CCC 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 Rule 62-330.310, FAC, the permittee is liable for O&M in compliance with the terms and conditions of this permit.

Permit No: 50-110905-P, Page 4 of 17

PERMITS

In accordance with Section 373.416(2), FS, unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, FS, 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 O&M 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 O&M 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 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 Subsection 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.

PERMITS

Engineering Evaluation Tables:

Land Use

Basin	Land Type	Area (ac)	% of Total Basin
Site	Impervious	27.32	45.80
	Pervious	32.33	54.20
	Total:	59.65	100%

Water Quality

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)	Length Required (ft)	Length Provided (ft)
Site	Treatment	SWALE	0.44	0.44	11734.00	11734.00

PERMITS

Environmental Evaluation:

Wetland and OSW Description

There are no wetlands or OSWs located within the project site or affected by this project.

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.

PERMITS

Related Concerns:

Water Use Permit (WUP) 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.

PERMITS

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

PERMITS

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.

PERMITS

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.

PERMITS

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 BOCC. 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, FAC.
3. 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.
4. 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 permittee associated with this project. Please refer to Chapter 68A-27, FAC 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.

PERMITS

Project Work Schedule for Permit No. 50-110905-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	05/15/2025	Construction Commencement Notice	Prior to Construction	
GC 6	05/15/2025	Submit Certification	30 Days After Construction Completion	
GC 7	05/15/2025	Submit Operation Transfer Request	Within 30 days of Certification	
SC 3	05/15/2025	Pre-Construction Meeting	Prior to Construction	

GC = General Condition

SC = Special Condition

PERMITS

Distribution List

Ahmed Bhurgri, Propel Engineering, Inc

Dilnaha Shuvo, Propel Engineering, 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

PERMITS

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 RegPermitting website at www.sfwmd.gov/regpermitting and searching under this application number 240419-43428.

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0a Construction Plans](#)

[Exhibit No. 2.0b Construction Plans](#)

[Exhibit No. 2.0c Construction Plans](#)

[Exhibit No. 2.1a SWM Calculations](#)

[Exhibit No. 2.1b SWM Calculations](#)

[Exhibit No. 2.2 O&M Documents](#)

PERMITS

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.

PERMITS

- 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.

PERMITS
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRIVEWAY CONNECTION PERMIT
FOR ALL CATEGORIES

PART 1: PERMIT INFORMATION

APPLICATION NUMBER: 2026-A-496-00007

Permit Category: J - Government Entity Access Classification: _____

Project: PBC Board of Co Commissioners

Permittee: Palm Beach County Board of County Commissioners

Section/Mile Post: / State Road: _____

Section/Mile Post: / State Road: _____

PART 2: PERMITTEE INFORMATION

Permittee Name: Palm Beach County Board of County Commissioners

Permittee Mailing Address: P.O. Box 21229

City, State, Zip: West Palm Beach, Florida 33416

Telephone: (561) 684-4000 ext. _____

Engineer/Consultant/or Project Manager: _____

Engineer responsible for construction inspection: _____
NAME P.E. #

Mailing Address: _____

City, State, Zip: _____

Telephone: _____ FAX, Mobile Phone, etc. Fax: / Mobile: _____

PART 3: PERMIT APPROVAL

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

Permit Number: 2026-A-496-00007
Department of Transportation

Signature: Johnny Blakeney, Jr. Title: MAINTENANCE MANAGER/PERMITS

Department Representative's Printed Name Johnny Blakeney, Jr.

Temporary Permit ☐ YES ☒ NO (If temporary, this permit is only valid for 6 months)

Special provisions attached ☐ YES ☒ NO

Date of Issuance: 3/11/2026

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specified in 14-96.007(6).

See following pages for General and Special Provisions

PER-19

Approved
2026-A-496-00007
Johnny Blakeney, Jr.
3/11/2026

PERMITS

PART 4: GENERAL PROVISIONS

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.
Phone: 5613701134 , Attention: Brian Shepherd
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

PERMITS

PART 5: SPECIAL PROVISIONS

NON-CONFORMING CONNECTIONS:

☐ YES

☒ NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

PART 6: APPEAL PROCEDURES

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57 (1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings
Department of Transportation
Haydon Burns Building
605 Suwannee Street, M.S. 58
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.



February 16, 2026

Rosie Evert
Permit Coordinator
Palm Beach Operations Center
7900 Forest Hill Blvd
West Palm Beach, FL 33413

Re: FDOT Access Permit Submittal
Lyons Road (Project No. 2018503)
Palm Beach County, Florida

Dear Ms. Evert:

Propel Engineering, Inc. is pleased to submit the following items in support of the FDOT Access Permit application for the Lyons Road Improvement Project:

- 100% Roadway Plans
- 100% Signing and Pavement Marking Plans
- Survey
- Letter of Signature Authorization
- Notice of Delegation Approval Authority

Lyons Road is a widening project extending from the LWDD L-30 Canal to just north of Boynton Beach Boulevard. At the intersection of Lyons Road and Boynton Beach Boulevard, the proposed work includes milling, resurfacing, and pavement striping.

Initially, we submitted a Construction Agreement (2025-C-496-00002) for this project; however, following FDOT's review, we were advised to withdraw the agreement from OSP and instead submit an Access Permit. We appreciate your guidance throughout this process and look forward to continuing coordination to move the project forward.

Please contact me at (954) 253-3361 or at eliotb@trafficmobility.com if you have any questions or require additional information.

Sincerely,

Eliot Brown, PE
Project Manager
Propel Engineering, Inc.

Approved
2026-A-496-00007
Johnny Blakeney, Jr.
3/11/2026

PERMITS



**Engineering and
Public Works Department**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbc.gov



**Palm Beach County
Board of County
Commissioners**

Sara Baxter, Mayor

Marci Woodward, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

February 3, 2026

Florida Department of Transportation
3400 W. Commercial Boulevard
Fort Lauderdale, FL 33309

**Subject: Authorization to Accompany FDOT Permit
Application**

**RE: Palm Beach County Project No. 2018503
Lyons Road – LWDD L-30 Canal to Boynton Beach
Blvd.
Palm Beach County, Florida**

Dear Reviewer:

Palm Beach County's Roadway Production Division has contracted with Propel Engineering to design roadway improvements for Lyons Road. The main items included in the scope of this project are to design the widening for the existing two-lane divided roadway to a four lane divided roadway section, with bike lanes in both directions, providing an exclusive southbound right turn lane at Flavor Pict Road, milling and resurfacing of the existing lanes of Lyons Road, providing a U-Turn lane for northbound Lyons Road to southbound Lyons Road at the Connector Road intersection, replace the signing and pavement markings, and modify drainage improvements as needed. This project includes improvements and connection to Boynton Beach Boulevard(SR 804). The contract includes services to prepare support documents and permit applications. Propel Engineering has permission to assist Palm Beach County staff in processing the FDOT Access Permit Application and to furnish, upon request, supplemental information in support of the permit application. Propel's Project Manager is Eliot Brown, P.E., Phone: (772)781-7918 Ext 233, EliotB@trafficismobility.com

"An Equal Opportunity Employer"

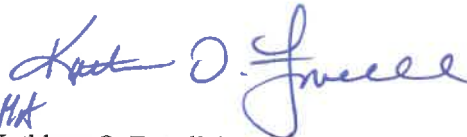
Official Electronic Letterhead

PER-23

Approved
2026-A-496-00007
Johnny Blakeney, Jr.
3/11/2026

PERMITS

Should you have any questions or require additional information, please contact the assigned project manager for the County, Grant Besing, P.E., at (561) 684-4191.

1/13 HA

Kathleen O. Farrell, P.E.
Assistant Division Director
Roadway Production Division

STATE OF Florida

COUNTY OF Palm Beach

Before me personally appeared Kathleen O. Farrell, who is
☒ personally known to me, or ☐ has produced identification, and who
executed the foregoing instrument and severally acknowledged to and
before me by means of (choose one) ☒ Physical presence or ☐ online
notarization, that they executed such instrument.

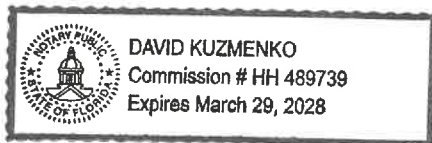
Witness my hand and official seal this 11th day of February,
2026

(Stamp/Seal)


Notary Signature
Notary Public, State of Florida

David Kuzmenko
Print Notary Name

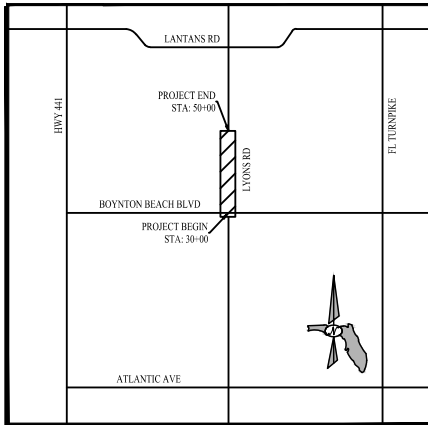
HH 489739
Commission Number
My Commission Expires: 3-29-2028



PERMITS

COUNTY OF PALM BEACH STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS
PROJECT NO. 2020110



VICINITY MAP
NOT TO SCALE

SECTIONS 19 & 20, TOWNSHIP 45 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA

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

ABBREVIATIONS:

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
R.P.B. - ROAD PLAT BOOK
O.R.B. - OFFICIAL RECORD BOOK
D.B. - DEED BOOK
P.G. - PAGE
R/W - RIGHT-OF-WAY
C - CENTERLINE
B - BASELINE
R - RADIUS
Δ - CENTRAL ANGLE
A - ARC LENGTH
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
L.A.E. - LIMITED ACCESS EASEMENT
L.B.E. - LANDSCAPE BUFFER EASEMENT
E.E. - EMBANKMENT EASEMENT
P.C.E. - PERMANENT CONSTRUCTION EASEMENT
P.B.C. - PALM BEACH COUNTY
FPL - FLORIDA POWER & LIGHT
LWD - LAKE WORTH DRAINAGE DISTRICT
FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION

FPL - FLORIDA POWER & LIGHT
SEC. - SECTION
/43/42 - TOWNSHIP 43 SOUTH, RANGE 42 EAST
(P) - PLAT DIMENSION
(D) - DEED DIMENSION
(C) - CALCULATED DIMENSION
IR - IRON ROD
IRC - IRON ROD WITH CAP AS NOTED
C.M. - 4"x4" CONCRETE MONUMENT
PRM - PERMANENT REFERENCE MONUMENT
PCP - PERMANENT CONTROL POINT
MND - MAG NAIL & DISK (LB6473)
N/D - NAIL & DISK (LB6473)
MNTT - MAG NAIL & TIN TAB
PK - PARKER KALON
NAD - NORTH AMERICAN DATUM
NADVD - NORTH AMERICAN VERTICAL DATUM
LB - LICENSED BUSINESS
INV - INVERT
EL - ELEVATION
CMP - CORRUGATED METAL PIPE
CONC - CONCRETE
RCP - REINFORCED CONCRETE PIPE
HDPE - HIGH DENSITY POLYETHYLENE PIPE

SURVEYOR'S CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SPECIFIC AND TOPOGRAPHIC SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.051-053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES, AND THE STANDARDS SET FORTH FOR SPECIFIC PURPOSE AND TOPOGRAPHIC SURVEYS IN THE PALM BEACH COUNTY ROADWAY DESIGN PROCEDURES MANUAL, DATED JANUARY 2019, AND THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION.

BROWN & PHILLIPS, INC.
BY:

SURVEY REPORT:

- THIS IS A SPECIFIC PURPOSE AND TOPOGRAPHIC SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.051 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THE STANDARDS SET FORTH FOR SPECIFIC PURPOSE AND TOPOGRAPHIC SURVEYS IN THE PALM BEACH COUNTY ROADWAY DESIGN PROCEDURES MANUAL, DATED JANUARY 2019.
- THE FIELD WORK WAS COMPLETED ON JANUARY 31, 2023.
- THE SURVEY WAS BASED ON THE INFORMATION CONTAINED IN THE RIGHT-OF-WAY INFORMATION PACKAGE PROVIDED BY PALM BEACH COUNTY, MARCH 16, 2023, PROJECT NO.2020110.
- BEARINGS ARE BASED ON N00°57'00"W (GRID, NAD 83/1990 ADJUSTMENT) ALONG THE EAST RIGHT-OF-WAY OF LYONS ROAD AS SHOWN ON COBBLESTONE PLAZA, PLAT BOOK 125, PAGE 44.
- ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED ACCURACY REQUIREMENTS OF 1:10,000 REQUIRED BY PALM BEACH COUNTY.
- THE EXPECTED HORIZONTAL AND VERTICAL PRECISION OF ITEMS SHOWN ON THIS SURVEY ARE AS FOLLOWS:
1) TOPOGRAPHIC FEATURES - 0.20'
2) ELEVATIONS ON CONSTRUCTED HARD SURFACES (PAVEMENT, CONCRETE, ETC.) - 0.05'
3) ELEVATIONS ON NATURAL SURFACES (GROUND, DIRT, ETC.) - 0.10'
- COMPUTED DISTANCES (C), WHERE SHOWN, ARE EITHER BASED ON UNDERLYING RECORD PLAT DATA OR ARE BASED ON FIELD MEASUREMENTS.
- THE RIGHT-OF-WAY INFORMATION PROVIDED BY PALM BEACH COUNTY ON MARCH 16, 2023, PROJECT NO.2020110, LYONS ROAD AT BOYNTON BEACH BOULEVARD, HAS BEEN REVIEWED BY THIS OFFICE. THIS OFFICE HAS FOUND NO GAPS, GORES, OVERLAPS, OR MISSING SEGMENTS IN THE RIGHT-OF-WAY CORRIDOR PROVIDED UNLESS OTHERWISE SHOWN ON THIS SURVEY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS OFFICE. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS RESTRICTIONS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR AND ARE NOT SHOWN ON THIS SURVEY.
- THIS SURVEY WAS PREPARED FOR THE SPECIFIC PURPOSE OF PROVIDING TOPOGRAPHIC AND RIGHT-OF-WAY INFORMATION TO PROPEL ENGINEERING, INC. FOR THE DESIGN OF ROADWAY IMPROVEMENTS. THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:
-PROPEL ENGINEERING, INC.
-PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
THE USE OF THE DATA SHOWN HEREON BY ANY OTHER PARTY SHALL BE AT THE RISK OF THE USER.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=40', ON 11"x 17" SHEETS.
- THE UNDERLYING 2023 PALM BEACH COUNTY AERIAL PHOTO IS SHOWN FOR INFORMATION ONLY AND IS NOT A PART OF THIS SURVEY.
- SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY.
- ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, AND ARE REFERENCED TO PALM BEACH COUNTY BENCHMARK "TRIDENT", ELEVATION=20.359.
- Ⓢ DENOTES SPOT ELEVATION, REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988.
- STATE PLANE COORDINATES
A. COORDINATES SHOWN ARE GRID
B. DATUM - NAD 83, 1990 ADJUSTMENT
C. ZONE - FLORIDA EAST
D. LINEAR UNIT - US SURVEY FOOT
E. COORDINATE SYSTEM 1983/1990 STATE PLANE
F. TRANSVERSE MERCATOR PROJECTION
G. ALL DISTANCES ARE GROUND, UNLESS NOTED OTHERWISE
H. SCALE FACTOR - 1.0000218
I. GROUND DISTANCE X SCALE FACTOR=GRID DISTANCE
J. ROTATION EQUATION: NONE
- © COPYRIGHT 2023 BY BROWN & PHILLIPS, INC.
REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, W.P.B., FL. 33409
TELEPHONE 561-615-3988, 615-3991 FAX

E-Mail: info@brown-phillips.com
B&P Project No. 23-003

JOHN E. PHILLIPS II
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 458
DATE:

No:	Revision:	By:	Date:
1	Revised per 6/26/23 comments.	DKN	7/24/23
2	Revised per 8/24/23 comments.	DKN	9/19/23

Scale: N.T.S.
Approved: JEP
Drawn: AB
Checked: JEP
Date: FEB, 2021
F.B. LYONS RD
Pages 66-77

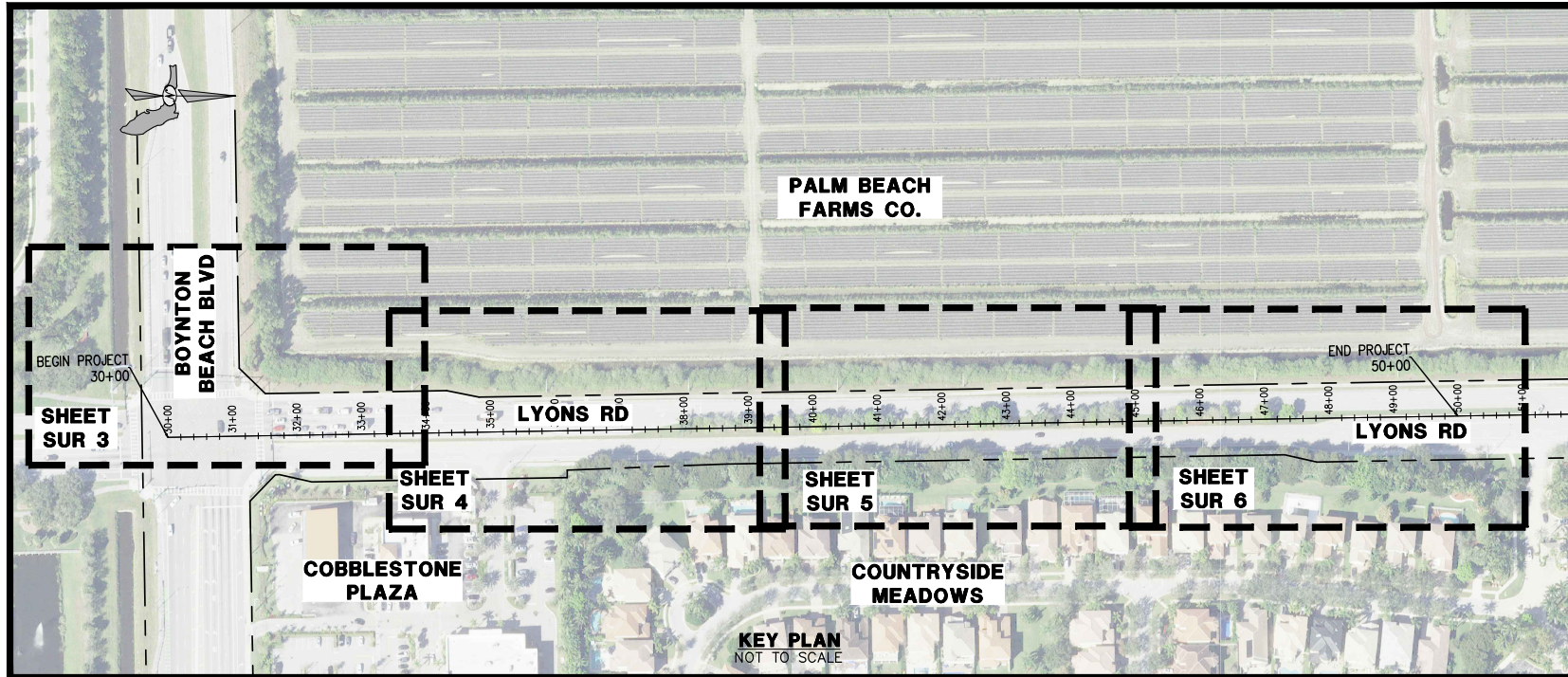


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229
WEST PALM BEACH, FLORIDA

Project: LYONS RD & BOYNTON
BEACH BLVD
SKETCH OF SPECIFIC PURPOSE
AND TOPOGRAPHIC SURVEY
DRAWING FILE NAME:
23-003 LYONS RD AND BOYNTON BEACH BLVD SPECIFIC PURPOSE SURVEY

Sheet: **SUR 1**
Of: **SUR 7**
Project No. 23-003
PBC JOB No. 2020110

PERMITS



LEGEND	
	BENCHMARK
	CONCRETE LIGHT POLE
	COMMUNICATION BOX
	CURB INLET @ LOW POINT
	ELECTRIC BOX
	FIRE HYDRANT
	GAS MARKER
	GUY ANCHOR
	IRRIGATION VALVE
	MANHOLE DRAINAGE
	SIGN
	TRAFFIC SIGNAL BOX
	TRANSFORMER
	VALVE
	WOOD LIGHT POLE
	CURB
	TOE OF SLOPE
	TOP OF BANK
	ASPHALT
	CONCRETE
	OAK TREE
	PALM TREE

BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 1960 OLD OKEECHOBEE ROAD, SUITE 509, W.P.B., FL. 33409
 TELEPHONE 561-615-3988, 615-3991 FAX

E-Mail: info@brown-phillips.com
 B&P Project No. 23-003

No:	Revision:	By:	Date:

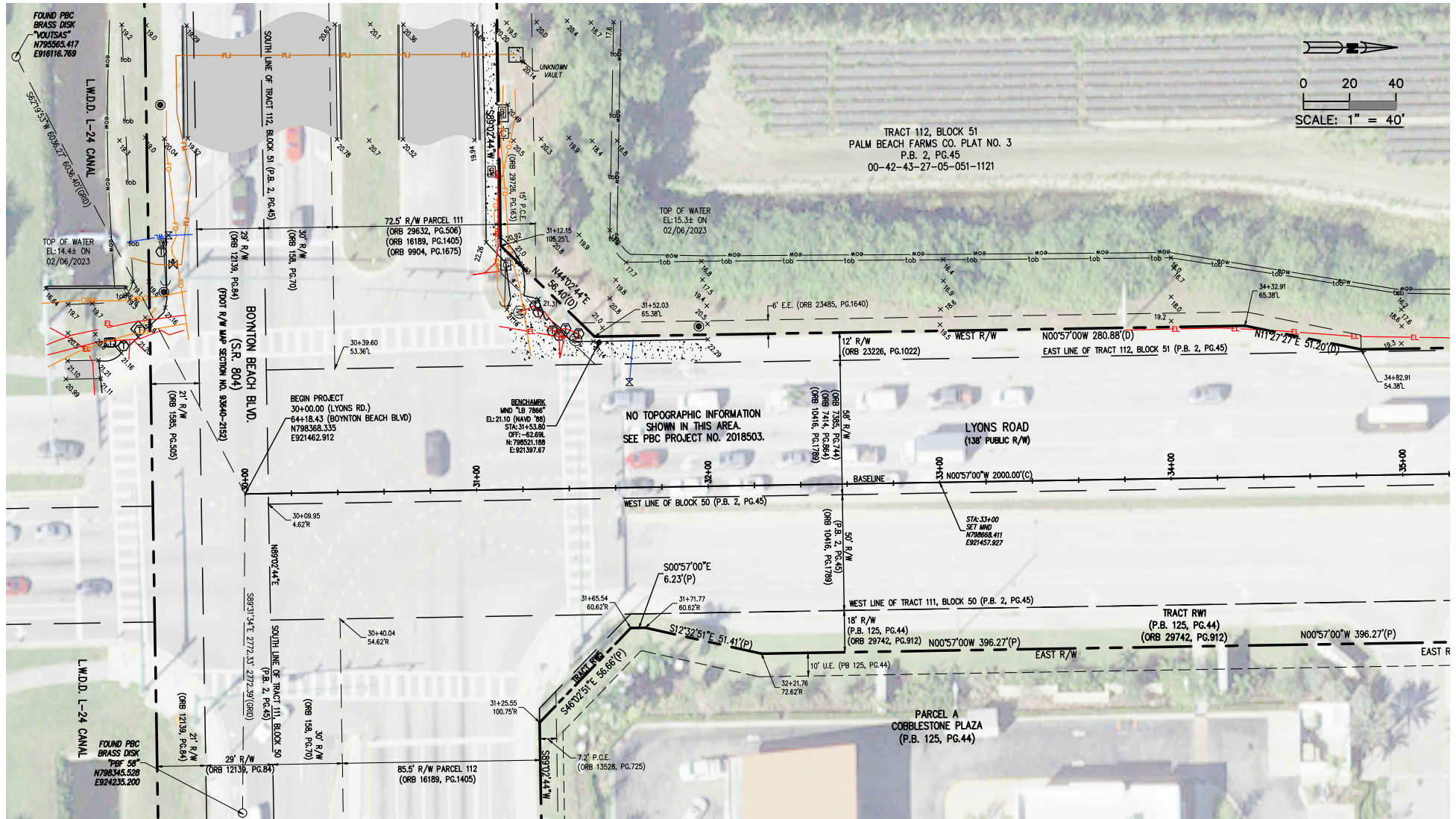


PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
 ROADWAY PRODUCTION
 P.O. BOX 21229
 WEST PALM BEACH, FLORIDA

Scale: N.T.S.
 Approved: JEP
 Drawn: AB
 Checked: JEP
 Date: FEB, 2021
 F.B. LYONS RD
 Pages 66-77

Project: LYONS RD & BOYNTON BEACH BLVD
 Sketch of Specific Purpose and Topographic Survey
 Sheet: SUR 2
 of: SUR 7
 Project No. 23-003
 PBC JOB No. 2020110

PERMITS



SEE SHEET SUR 4

BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 1860 OLD OKEECHOBEE ROAD, SUITE 509, W.P.B., FL. 33409
 TELEPHONE 561-615-3988, 615-3991 FAX

No.	Revision:	Date:

PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 P.O. BOX 21229
 WEST PALM BEACH, FLORIDA

Scale: 1"=40'
 Approved: JEP
 Drawn: AB
 Checked: JEP
 Date: FEB. 2023
 F.B. LYONS RD
 Pages 66-77

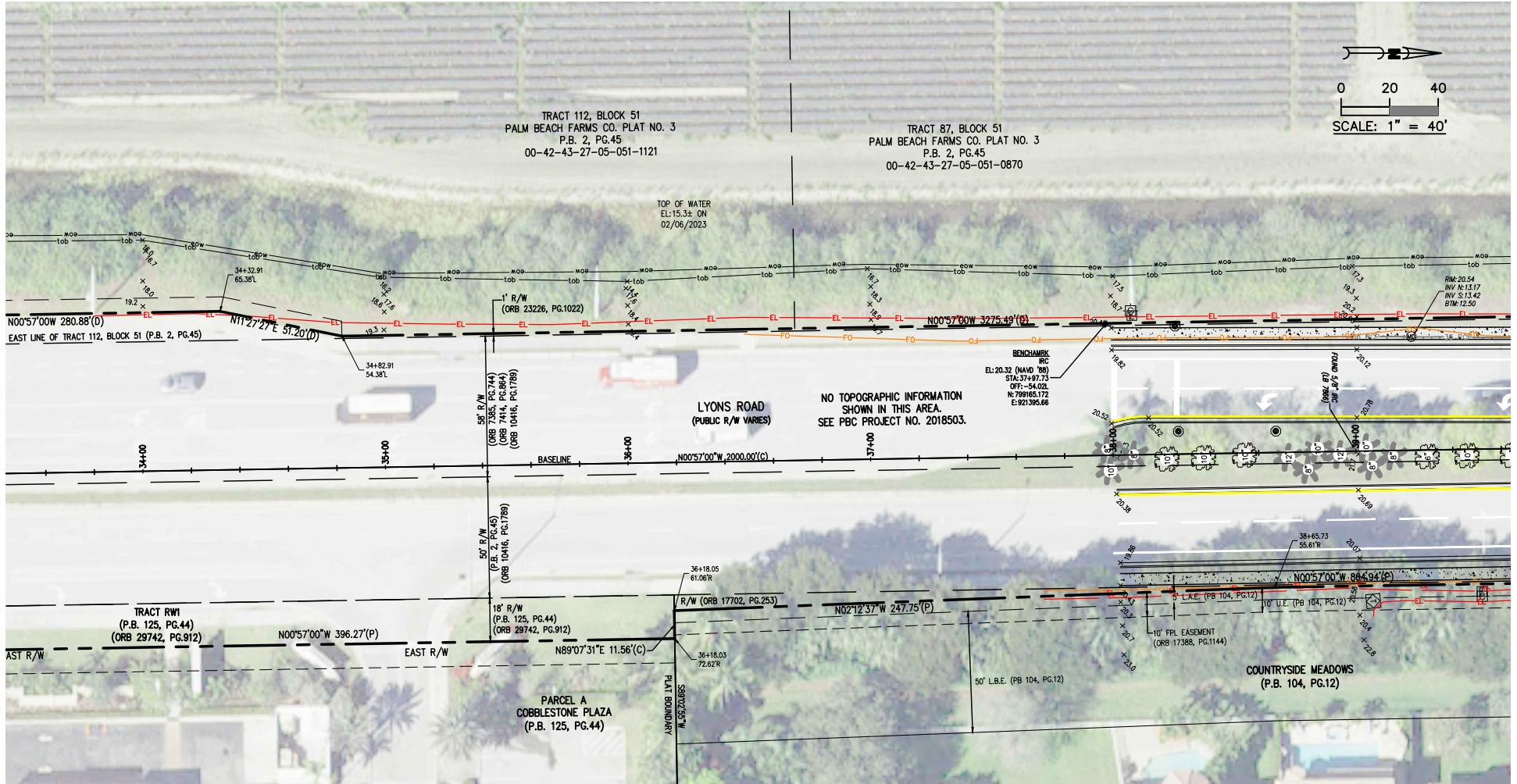
Project:
 LYONS RD & BOYNTON
 BEACH BLVD
 SKETCH OF SPECIFIC PURPOSE
 AND TOPOGRAPHIC SURVEY

Sheet: **SUR 3**
 Of: **SUR 7**
 Project No. 23-003
 PBC JOB No. 2020110

PERMITS

SEE SHEET SUR 3

SEE SHEET SUR 5



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, W.P.B., FL. 33409
TELEPHONE 561-615-3988, 615-3991 FAX

E-Mail: info@brown-phillips.com
B&P Project No. 23-003

No:	Revision:	Date:

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229
WEST PALM BEACH, FLORIDA

Scale: 1"=40'
Approved: JEP
Drawn: AB
Checked: JEP
Date: FEB. 2023
F.B. LYONS RD
Pages 66-77

Project:
LYONS RD & BOYNTON
BEACH BLVD
SKETCH OF SPECIFIC PURPOSE
AND TOPOGRAPHIC SURVEY

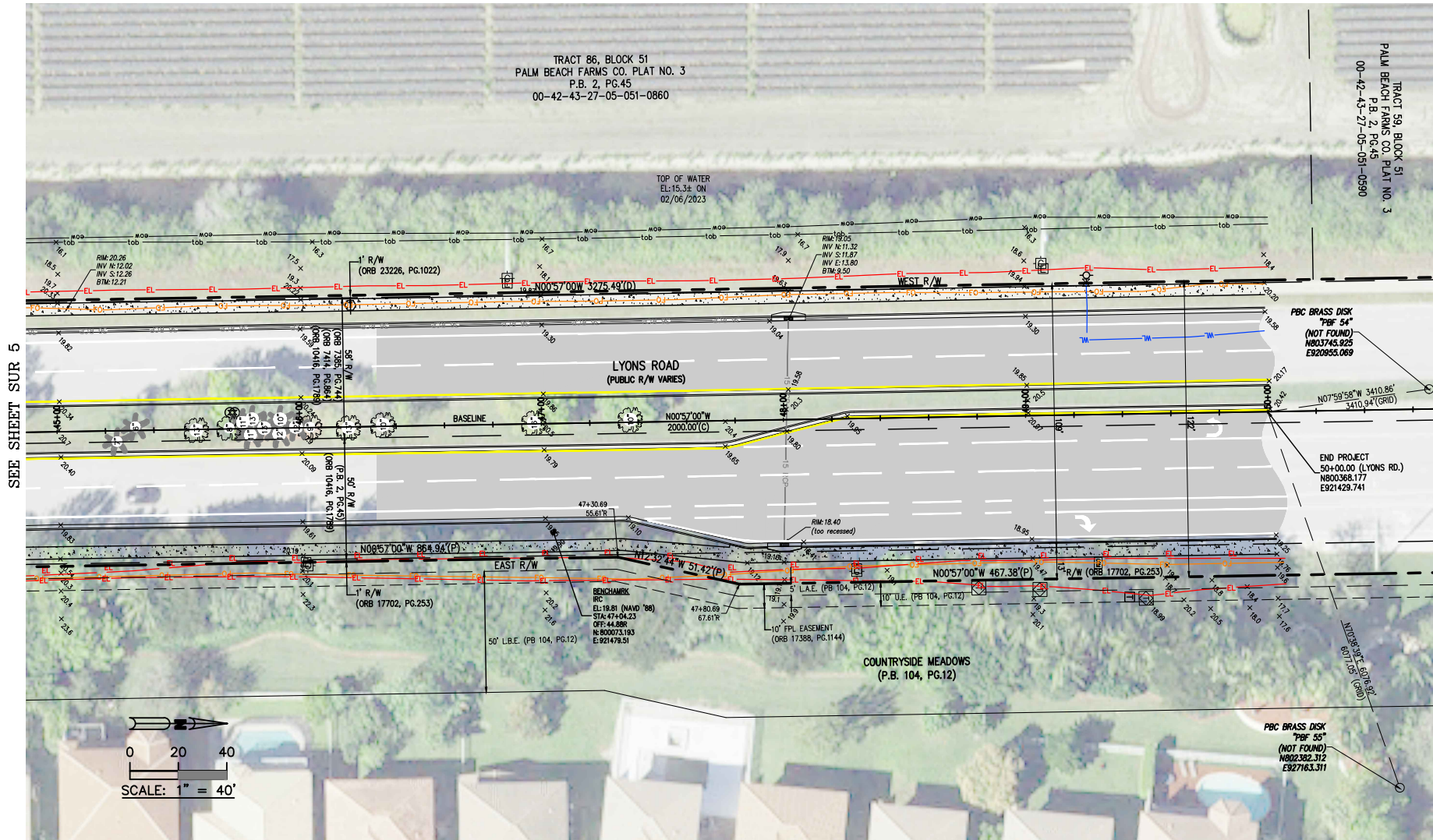
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Of: **SUR 7**
Project No. 23-003
PBC JOB No. 2020110

PER-29



Sheet: **SUR 5**
Of: **SUR 7**
Project No. **23-003**
PBC JOB NO.
2020110

PERMITS



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, W.P.B., FL. 33409
TELEPHONE 561-615-3988, 615-3991 FAX

No.	Revision:	Date:

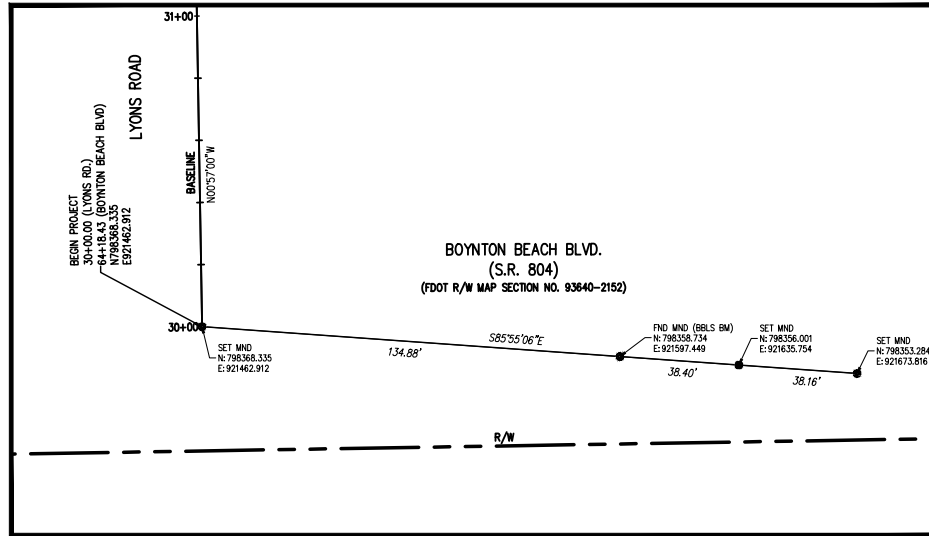
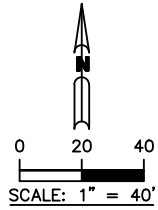
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229
WEST PALM BEACH, FLORIDA

Scale: 1"=40'
Approved: JEP
Drawn: AB
Checked: JEP
Date: FEB. 2023
F.B. LYONS RD
Pages 66-77

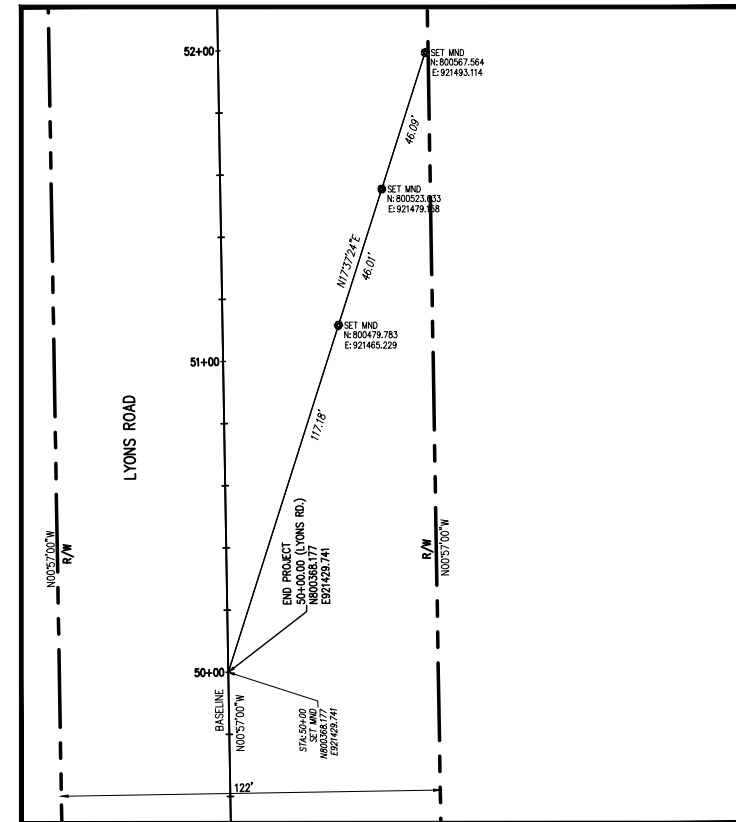
Project:
LYONS RD & BOYNTON
BEACH BLVD
SKETCH OF SPECIFIC PURPOSE
AND TOPOGRAPHIC SURVEY

Sheet: **SUR 6**
Of: **SUR 7**
Project No. 23-003
PBC JOB No.
2020110

PERMITS



STA: 30+00 BEGIN PROJECT



STA: 50+00 END PROJECT

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6475
1860 OLD OKEECHOBEE ROAD, SUITE 509, W.P.B., FL. 33409
TELEPHONE 561-615-3988, 615-3991 FAX

E-Mail: info@brown-phillips.com
B&P Project No. 21-0000

No:	Revision:	Date:



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229
WEST PALM BEACH, FLORIDA

Scale: 1"=40'
Approved: JEP
Drawn: AB
Checked: JEP
Date: FEB. 2023
F.B. LYONS RD
Pages 66-77

Project: LYONS RD & BOYNTON
BEACH BLVD
SKETCH OF SPECIFIC PURPOSE
AND TOPOGRAPHIC SURVEY

Sheet: **SUR 7**
Of: **7**
Project No. 23-003
PBC JOB No.

PERMITS

COUNTY OF PALM BEACH STATE OF FLORIDA

LYONS ROAD

FROM L.W.D.D. L-30 CANAL TO BOYNTON BEACH BLVD.

FOUR LANE DIVIDED SECTION SIGNING AND PAVEMENT MARKING PLANS

INDEX OF SIGNING AND PAVEMENT MARKINGS PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	COVER SHEET
S-2 - S-6	TABULATION OF QUANTITIES
S-7 - S-37	SIGNING AND PAVEMENT MARKING PLAN
S-38	GUIDE SIGN WORKSHEET

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 20180503
MARIA G. MARINO
(MAYOR)
DISTRICT 1

GREGG K. WEISS
DISTRICT 2

MARCI WOODWARD
DISTRICT 4

SARA BAXTER
(VICE MAYOR)
DISTRICT 6



JOEL FLORES
DISTRICT 3

MARIA SACHS
DISTRICT 5

BOBBY POWELL, JR.
DISTRICT 7

100% SUBMITTAL

GOVERNING STANDARDS PLANS:

FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2024-25 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS).

STANDARD PLANS FOR ROAD CONSTRUCTION AND ASSOCIATED IRS ARE AVAILABLE AT THE FOLLOWING WEBSITE:
[HTTP://WWW.FDOT.GOV/DESIGN/STANDARDPLANS](http://www.fdot.gov/design/standardplans)

GOVERNING SPECIFICATIONS ARE CONTAINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT. ALL MATERIALS AND CONSTRUCTION WITHIN P.B.C. RIGHT-OF-WAY SHALL CONFORM WITH THE LATEST FDOT STANDARD PLANS AND THE LATEST M.U.T.C.D. AND REVISIONS WILL BE IN COMPLIANCE WITH THE F.H.W.A. REGULATIONS.

ENGINEER'S CERTIFICATION

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

APPROVED BY: MAJHARUL ALAM, PE, PMP

DATE: 2/5/2025

P.E. NO.: FL REGISTRATION NO 61600

PROPEL

PROPEL ENGINEERING, INC.
2711 N VISTA PARKWAY, SUITE B-7
WEST PALM BEACH, FLORIDA 33411
FLORIDA BUSINESS CERT. NO. 31050
PHONE (561) 866-5730

Seal:

MAJHARUL ALAM, PE
P.E. # 61600

No.	Revisions	By	Date



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

Mohammad Khan

SCALE: N.T.S.
APPROVED: MA
DRAWN: PBV
CHECKED: MK
DATE: 2/5/2025

2/5/2025

4:45:57 PM

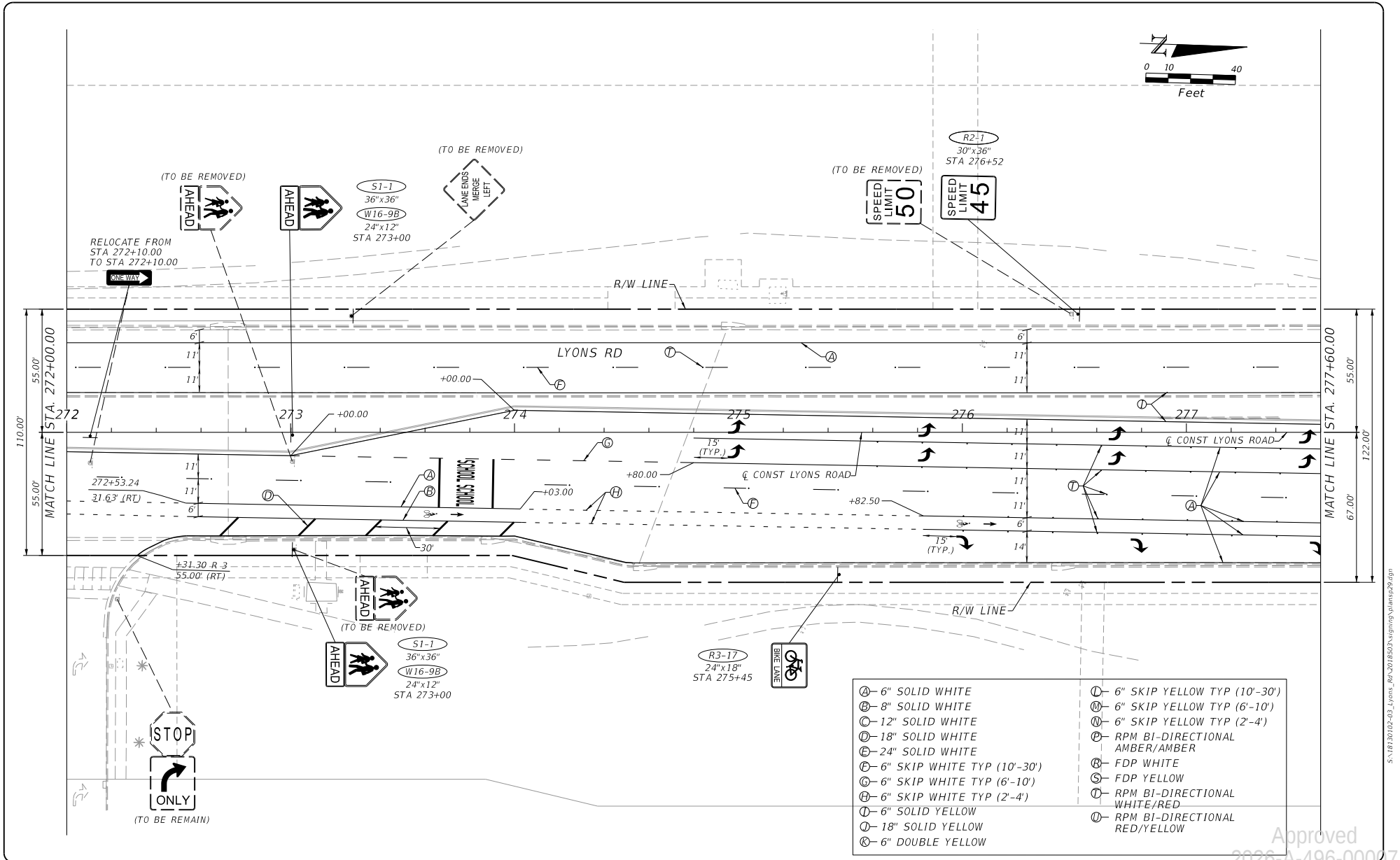
LYONS ROAD

L.W.D.D. L-30 CANAL TO BOYNTON BEACH BLVD.

COVER SHEET

Approved
2026-A-496-00007
Johnny B. Jones, Jr.
SHEET 5-1
OF 38
PROJECT NO. 20180503

PERMITS



PROPEL ENGINEERING, INC.
2711 N VISTA PARKWAY, SUITE B-7
WEST PALM BEACH, FLORIDA 33411
FLORIDA BUSINESS CERT. NO. 31050
PHONE (561) 866-5730

Seal:
MAHARUL ALAM, PE
P.E. #1800

No.	Revisions	By	Date

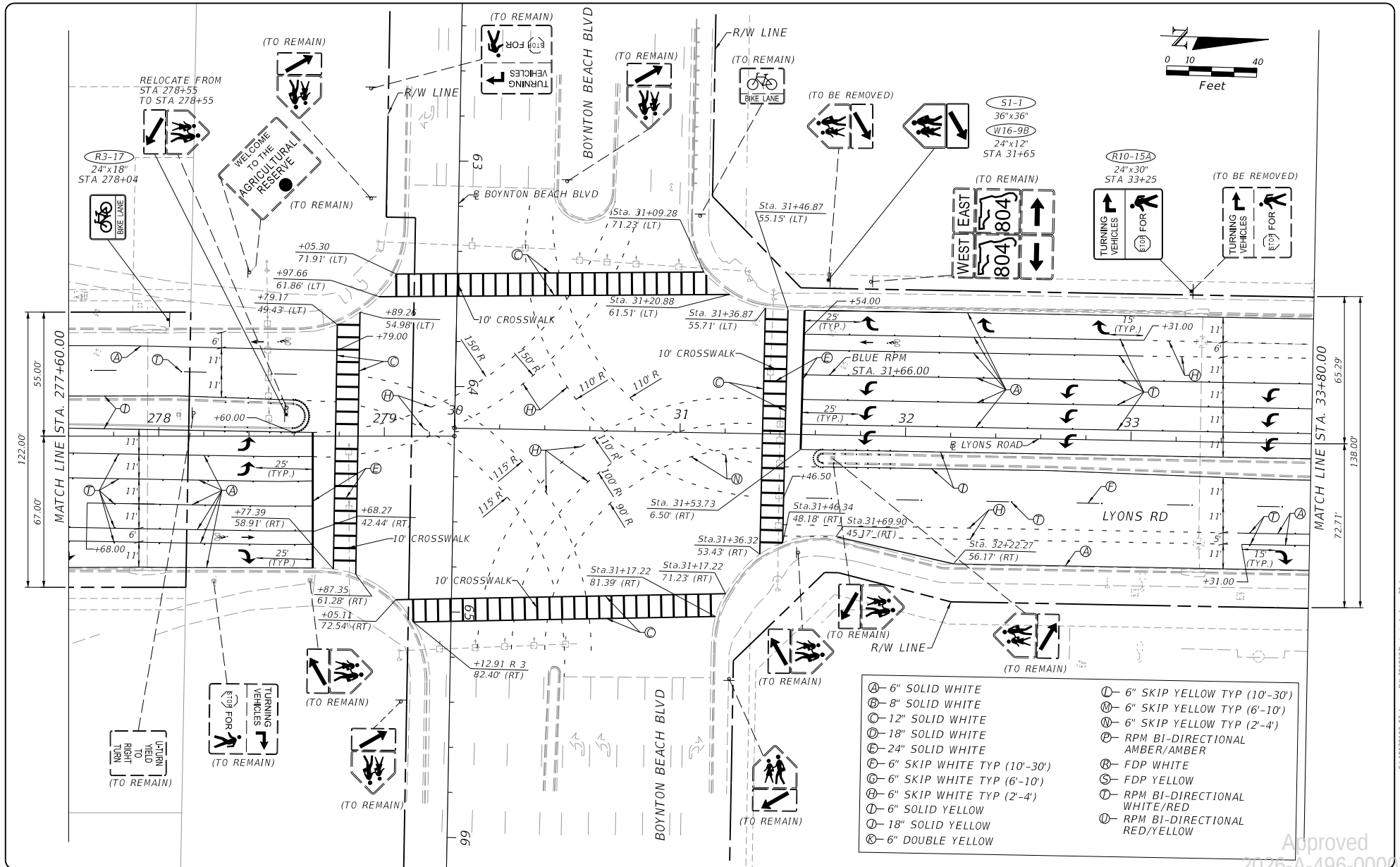
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: N.T.S.
APPROVED: MA
DRAWN: PBV
CHECKED: MK
DATE: 2/5/2025
Mohammad Khan

LYONS ROAD
L.W.D.D. L-50 CANAL TO BOYNTON BEACH BLVD
SIGNING AND PAVEMENT MARKING PLAN

APPROVED: Johnny B. Jones, Jr.
SHEET 5-35
OF 5-38
PROJECT NO. 2018503

PERMITS



PROPEL ENGINEERING, INC.
 2711 N VISTA PARKWAY, SUITE B-2
 WEST PALM BEACH, FLORIDA 33411
 FLORIDA BUSINESS CERT. NO. 31050
 PHONE (561) 866-5730

Seal:
 MAHARUL ALAM, PE
 P.E. 61800

No.	Revisions	By	Date



PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 P.O. BOX 21229, WEST PALM BEACH, FLORIDA
 Mohammad Khan

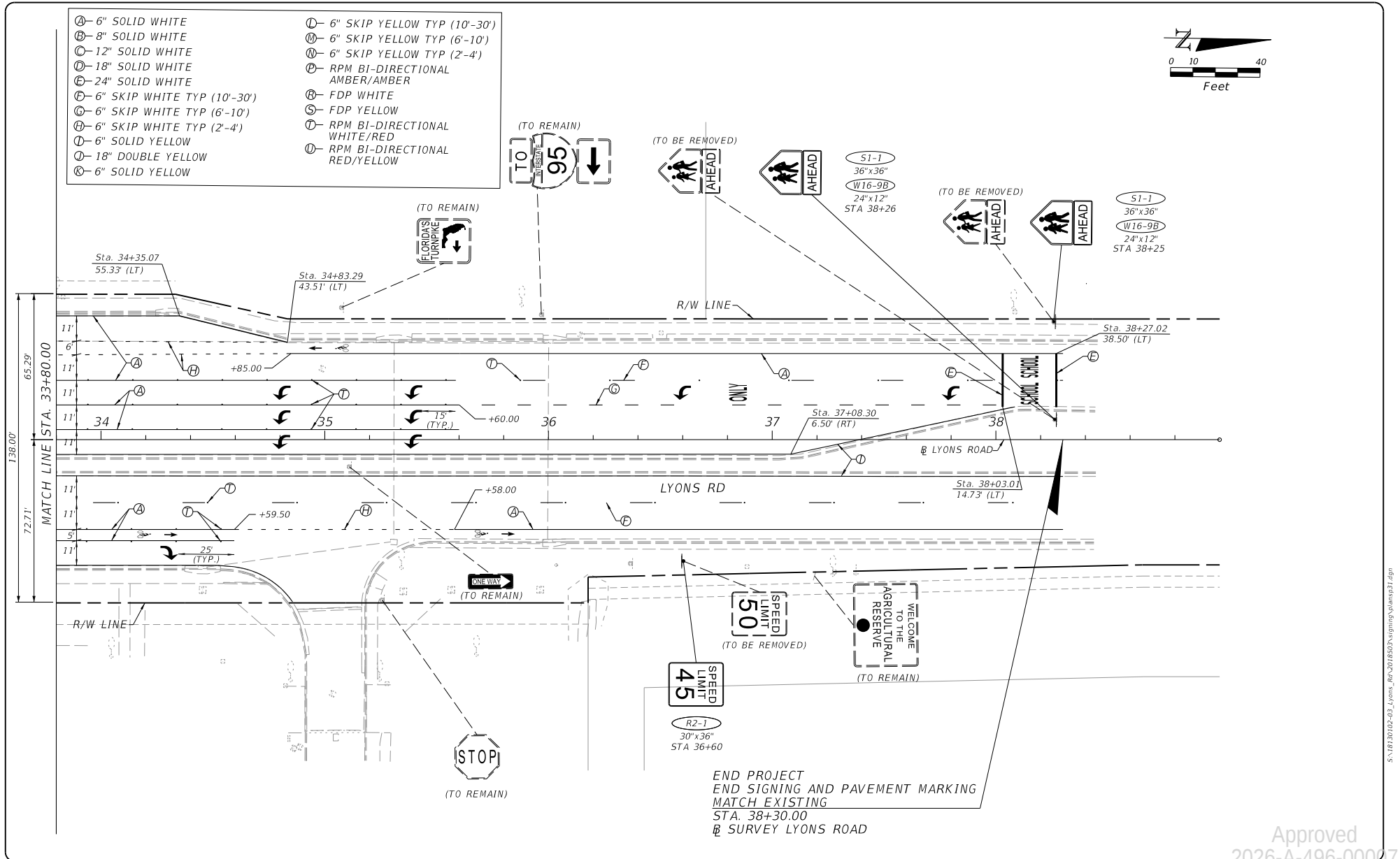
SCALE: N.T.S.
 APPROVED: MA
 DRAWN: PBV
 CHECKED: MK
 DATE: 2/5/2025
 2/5/2025

LYONS ROAD
 L.W.D.D. L-50 CANAL TO BOYNTON BEACH BLVD
SIGNING AND PAVEMENT MARKING PLAN

SHEET S-36
 OF S-38
 PROJECT NO. 2018503

PER-34

PERMITS



PROPEL ENGINEERING, INC.
 2711 N VISTA PARKWAY, SUITE B-2
 WEST PALM BEACH, FLORIDA 33411
 FLORIDA BUSINESS CERT. NO. 31050
 PHONE (561) 866-5730

Seal:
 MAHARUL ALAM, PE
 P.E. 61800

No.	Revisions	By	Date



PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
 ROADWAY PRODUCTION
 P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: N.T.S.
 APPROVED: MA
 DRAWN: PBV
 CHECKED: MK
 DATE: 2/5/2025

LYONS ROAD
 L.W.D.D. L-50 CANAL TO BOYNTON BEACH BLVD
 SIGNING AND PAVEMENT MARKING PLAN

SHEET 5-37
 OF 5-38
 PROJECT NO. 2018503

PERMITS

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS (FOR INFORMATION PURPOSE ONLY)
SIGNALIZATION PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3-11	DRAINAGE MAP
12-13	NOTES TO REVIEWER
14-19	TYPICAL SECTION
20-21	GENERAL NOTES
22 - 52	ROADWAY PLAN
53 - 79	ROADWAY PROFILE
80	DRIVEWAY PROFILE
81	PBC ITS PROFILE AT LWDD CANAL
82-95	ROADWAY DRAINAGE STRUCTURES
96-176	CROSS SECTIONS

COUNTY OF PALM BEACH STATE OF FLORIDA LYONS ROAD N OF L.W.D.D. L-30 CANAL TO BOYNTON BEACH BLVD. ROADWAY PLANS

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 2018503
MARIA G. MARINO

(MAYOR)

DISTRICT 1

GREGG K. WEISS
DISTRICT 2

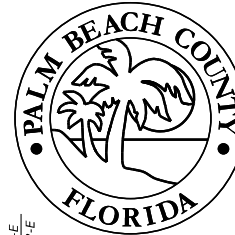
JOEL FLORES
DISTRICT 3

MARIA SACHS
DISTRICT 5

BOBBY POWELL, JR.
DISTRICT 7

MARCI WOODWARD
DISTRICT 4

SARA BAXTER
(VICE MAYOR)
DISTRICT 6



END PROJECT
STA. 38+30.00

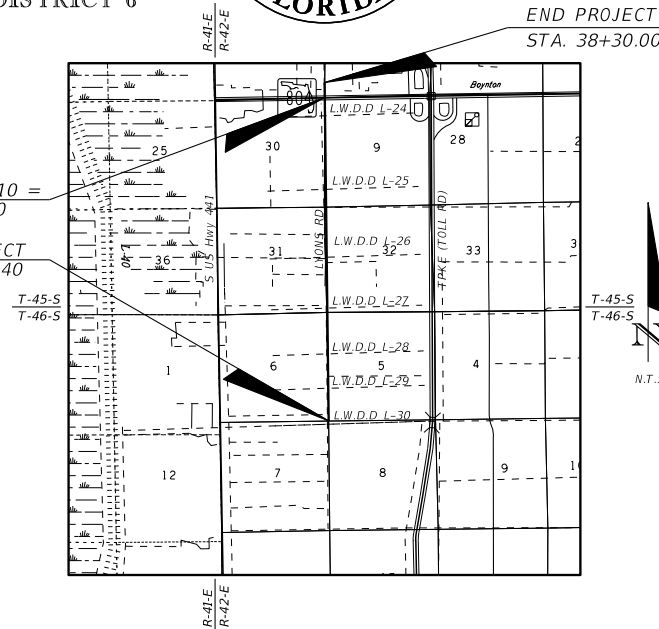
STA 279+31.10 =
STA 30+00.00

BEGIN PROJECT
STA. 119+21.40

PROJECT LENGTH IS BASED ON C OF CONSTRUCTION

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	16839.70	3.189
BRIDGES		
NET LENGTH OF PROJECT	16839.70	3.189
EXCEPTIONS		
GROSS LENGTH OF PROJECT	16839.70	3.189

PLANS WERE PREPARED BASED ON THE NAVD 1988 DATUM
NGVD 1929 DATUM ELEVATION - 1.53 = NAVD 1988 DATUM ELEVATION



100% SUBMITTAL

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Governing Specifications are contained in the contract documents for this project. All materials and construction within P.B.C. Right-Of-Way shall conform with the latest FDOT Standard Plans and latest M.U.T.C.D. and revisions will be in compliance with F.H.W.A. regulations.

ENGINEER'S CERTIFICATION

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

APPROVED BY: MAJHARUL ALAM, P.E.

DATE: 3/6/2025

P.E. NO.: FL REGISTRATION NO. 61600

PROPEL ENGINEERING, INC.
2711 N VISTA PARKWAY, SUITE B-7
WEST PALM BEACH, FLORIDA 33411
FLORIDA BUSINESS CERT. NO. 31050
PHONE (561) 866-5730

Seal:
MAJHARUL ALAM, PE
P.E. #1800

No.	Revisions	By	Date



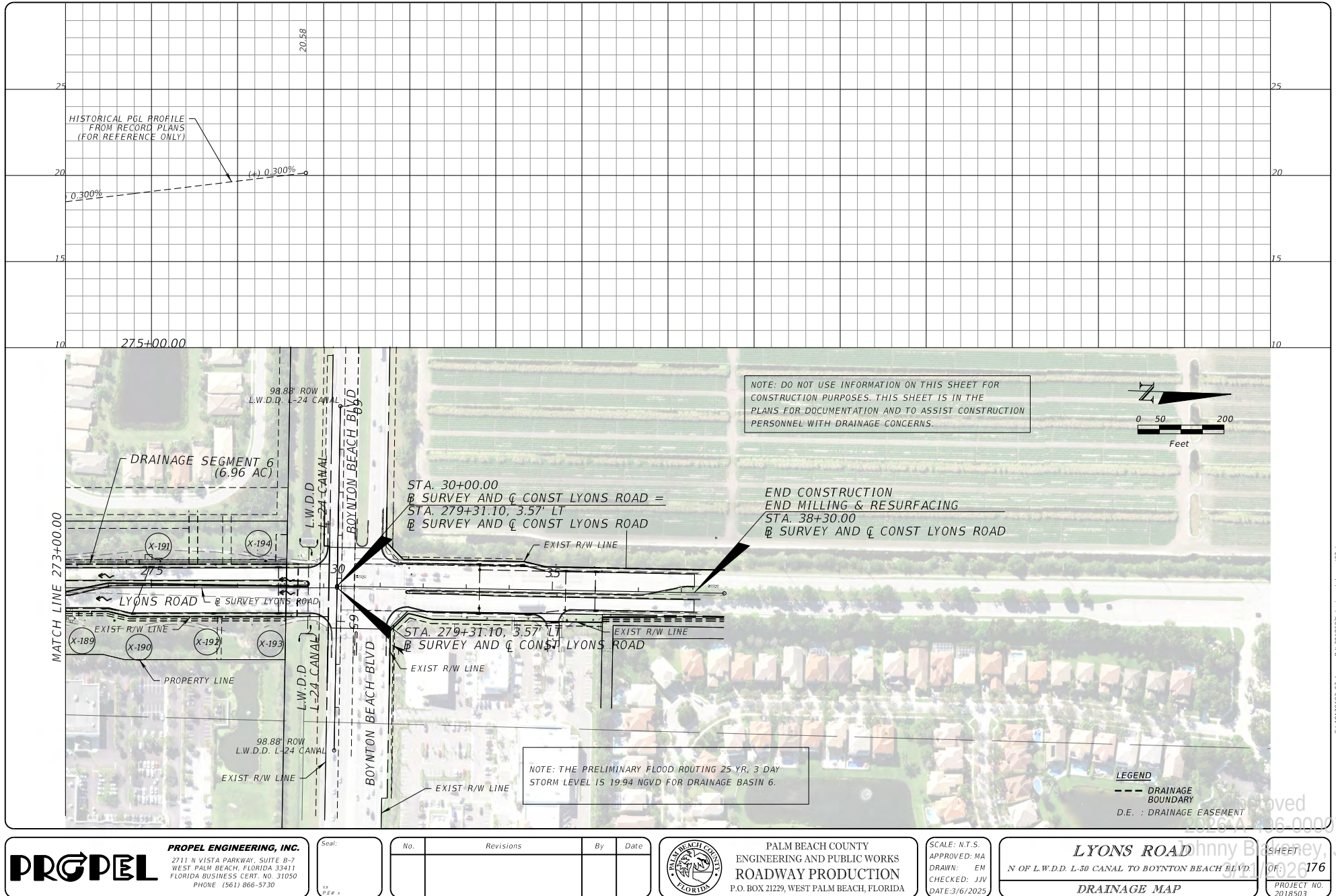
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: N.T.S.
APPROVED: MA
DRAWN: EM
CHECKED: JIV
DATE 3/6/2025

KEYSHEET

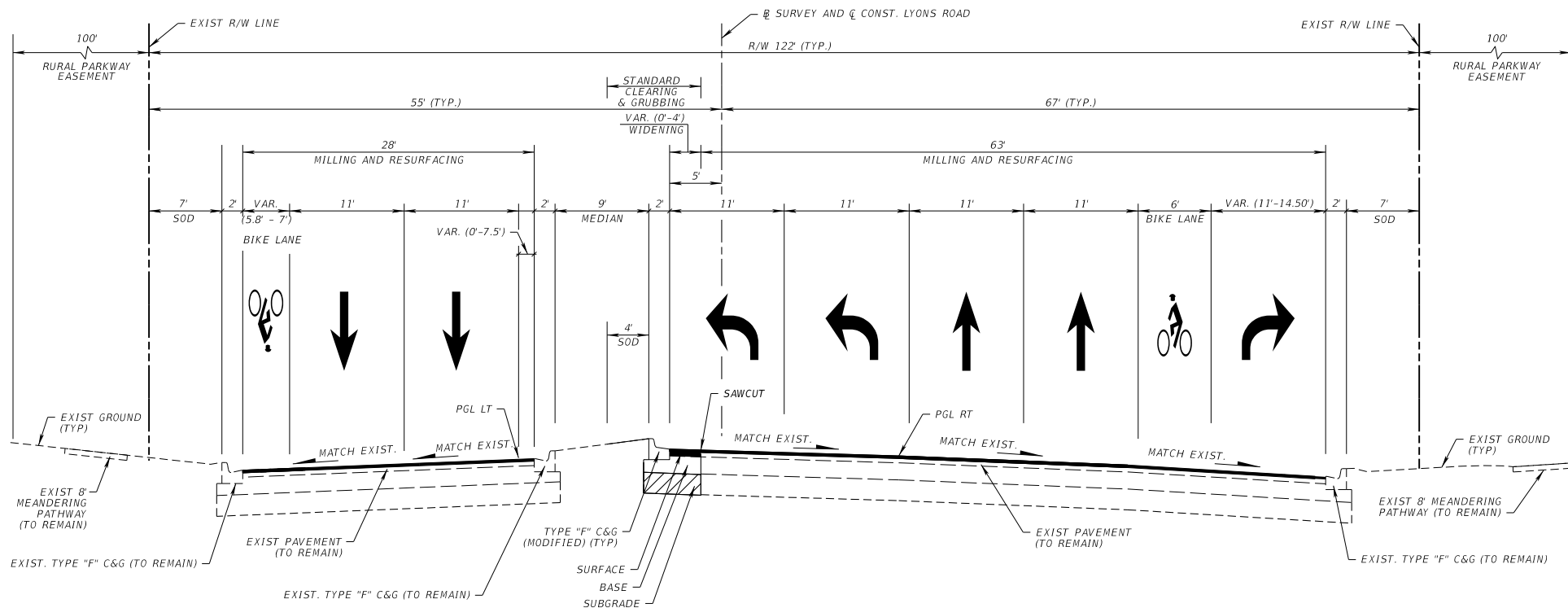
Approved
2026-A-496-00007
Johnny B. Carey, Jr.
3/11/2026
PROJECT NO. 2018503

PERMITS



PER-37

PERMITS



TYPICAL SECTION
LYONS ROAD
SOUTH OF BOYNTON BEACH BOULEVARD
STA. 274+48.89 TO STA. 278+65.00

MILLING

MILL EXISTING ASPHALT
PAVEMENT (1" AVERAGE DEPTH)

RESURFACING

1" FRICTION COURSE FC-9.5

WIDENING

OPTIONAL BASE GROUP 13 WITH 12" COMPACTED SUBGRADE (98% T180)
1.5" TYPE SP STRUCTURAL COURSE (TRAFFIC C)
1" FRICTION COURSE FC-9.5

DESIGN SPEED = 45 MPH
POSTED SPEED = 45 MPH



PROPEL ENGINEERING, INC.
2711 N VISTA PARKWAY, SUITE B-7
WEST PALM BEACH, FLORIDA 33411
FLORIDA BUSINESS CERT. NO. 31050
PHONE (561) 866-5730

Seal

MAJHARUL ALAM, PE
P.E.# 61600

No.	Revisions	By	Date



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: N.T.S.
APPROVED: MA
DRAWN: EM
CHECKED: JJV
DATE: 3/6/2025

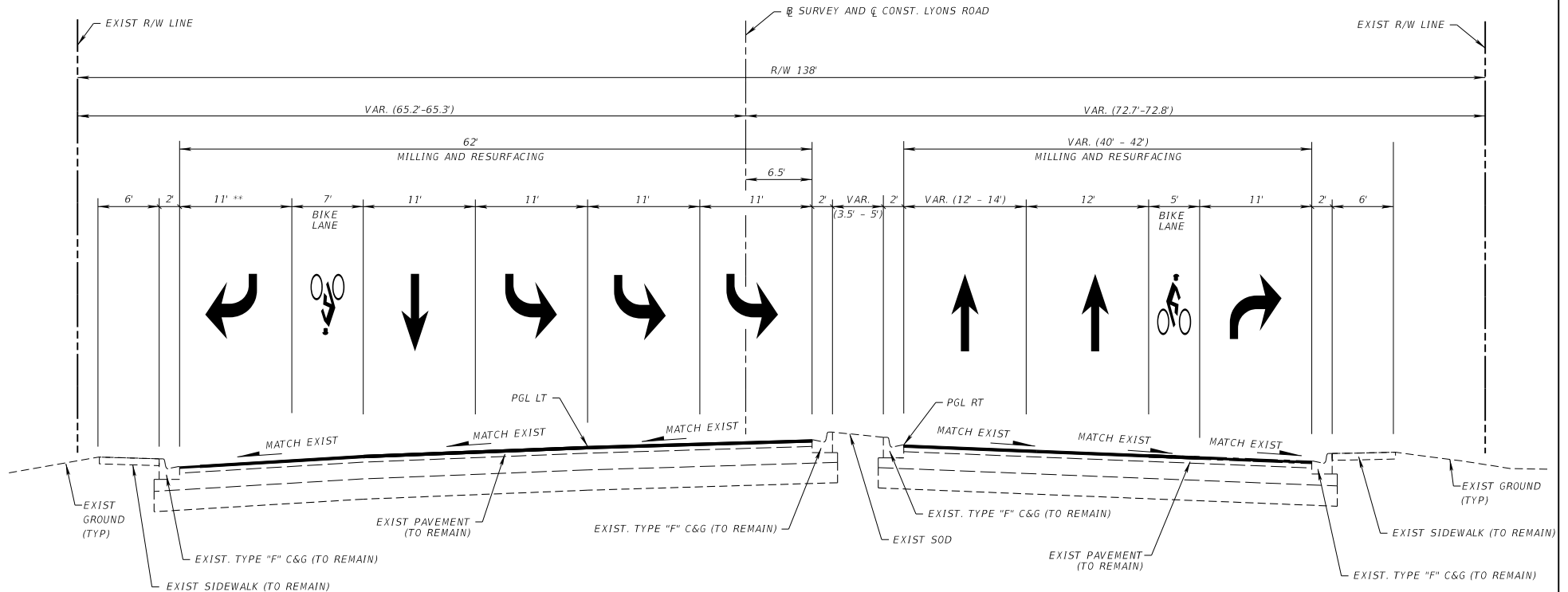
LYONS ROAD
N OF L.W.D.D. L-50 CANAL TO BOYNTON BEACH BLVD.
TYPICAL SECTION

SHEET:
OF: 176
PROJECT NO:
2018503

5:\18130102-03 Lyons Rd\2018503\roadway\TYPDRD04.dgn

PER-38

PERMITS



TYPICAL SECTION
LYONS ROAD
NORTH OF BOYNTON BEACH BOULEVARD
STA. 279+31.10 TO STA. 38+30.00*

MILLING
MILL EXISTING ASPHALT
PAVEMENT (1" AVERAGE DEPTH)

RESURFACING
1" FRICTION COURSE FC-9.5

* STA. 279+31.10 (BL SURVEY AND CL CONST LYONS ROAD) =
STA 30+00.00 (BL SURVEY AND CL CONST LYONS ROAD)
** ROAD IS BEING EXPANDED WEST TO ADD ADDITIONAL THRU LANE
(COORDINATE WITH PBC PROJECT #2020110)

DESIGN SPEED = 45 MPH
POSTED SPEED = 45 MPH

PROPEL

PROPEL ENGINEERING, INC.
2711 N VISTA PARKWAY, SUITE B-7
WEST PALM BEACH, FLORIDA 33411
FLORIDA BUSINESS CERT. NO. 31050
PHONE (561) 866-5730

Seal:

MAHARUL ALAM, PE
P.E. #1800

No.	Revisions	By	Date



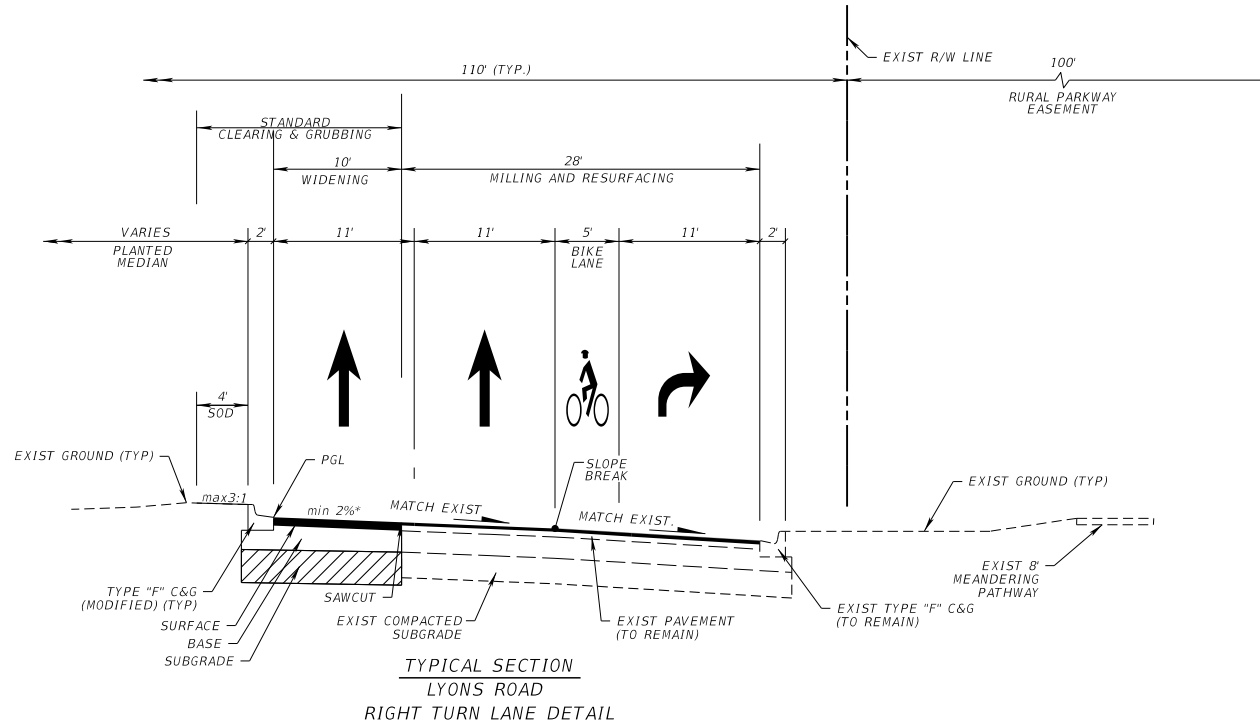
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA
Mohammad Khan

SCALE: N.T.S.
APPROVED: MA
DRAWN: EM
CHECKED: JJV
DATE: 3/6/2025
3/6/2025

LYONS ROAD
N OF L.W.D.D. L-50 CANAL TO BOYNTON BEACH BLVD.
TYPICAL SECTION

APPROVED: MA
2026-A-496-00007
SHEET: 176
PROJECT NO. 2018503

PERMITS



STATION EQUATION: STA 124+21.81 (BL SURVEY (BK))=

STA 524+21.85 (CL CONST (AH))

STATION EQUATION: STA 570+15.57 (CL CONST (BK))=

STA 170+15.37 (BL SURVEY (AH))

RT SIDE

STA. 554+41.46 TO STA. 557+73.04 RT

STA. 179+60.85 TO STA. 183+03.03 RT

STA. 206+36.77 TO STA. 209+71.58 RT

STA. 235+06.51 TO STA. 238+37.30 RT

STA. 262+91.00 TO STA. 266+31.46 RT

LT SIDE

STA. 529+79.77 TO STA. 533+10.10 LT

STA. 542+34.06 TO STA. 546+17.04 LT

STA. 240+03.28 TO STA. 243+48.81 LT

MILLING

MILL EXISTING ASPHALT
PAVEMENT (1" AVERAGE DEPTH)

RESURFACING

1" FRICTION COURSE FC-9.5

WIDENING

OPTIONAL BASE GROUP 13 WITH 12" COMPACTED SUBGRADE (98% T180)
1.5" TYPE SP STRUCTURAL COURSE (TRAFFIC C)
1" FRICTION COURSE FC-9.5

* PROPOSED SLOPE TO BE MATCHED WITH
RESPECTIVE EXISTING SLOPE.

DESIGN SPEED = 45 MPH

POSTED SPEED = 45 MPH

PROPEL

PROPEL ENGINEERING, INC.
2711 N VISTA PARKWAY, SUITE B-2
WEST PALM BEACH, FLORIDA 33411
FLORIDA BUSINESS CERT. NO. 31050
PHONE (561) 866-5730

Seal:

MAHARUL ALAM, PE
P.E. #1800

No.	Revisions	By	Date



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

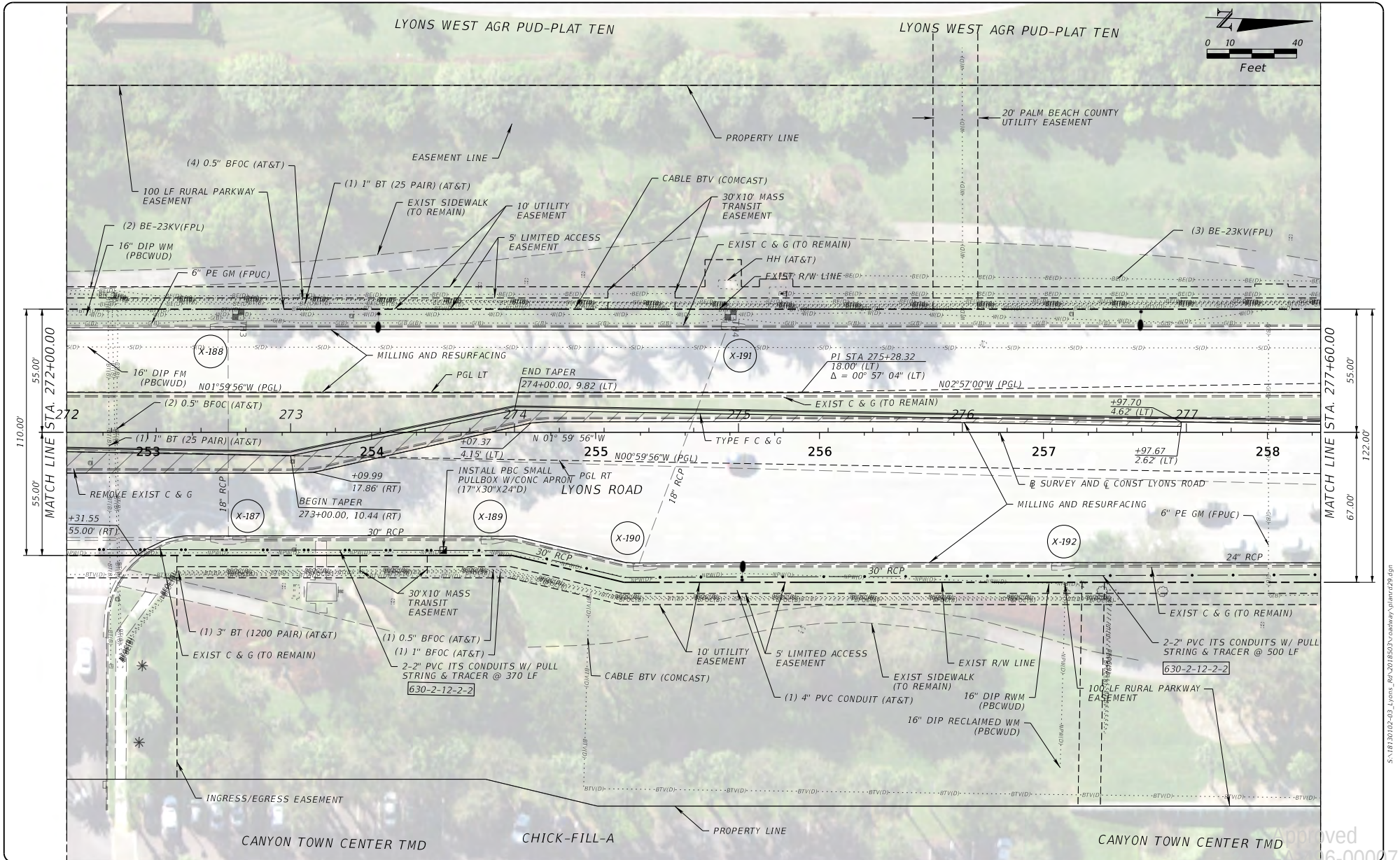
SCALE: N.T.S.
APPROVED: MA
DRAWN: EM
CHECKED: JVV
DATE: 3/6/2025

LYONS ROAD
N OF L.W.D.D. L-30 CANAL TO BOYNTON BEACH BLVD.
ROADWAY PLAN

APPROVED: MA
DATE: 3/6/2025
SHEET: 176
PROJECT NO. 2018503

PER-40

PERMITS



PROPEL ENGINEERING, INC.
2711 N VISTA PARKWAY, SUITE B-2
WEST PALM BEACH, FLORIDA 33411
FLORIDA BUSINESS CERT. NO. 31050
PHONE (561) 866-5730

Seal:
MAHARUL ALAM, PE
P.E. #1800

No.	Revisions	By	Date



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA
Mohammad Khan

SCALE: N.T.S.
APPROVED: MA
DRAWN: EM
CHECKED: JJV
DATE: 3/6/2025
3/6/2025

LYONS ROAD
N OF L.W.D.D. L-30 CANAL TO BOYNTON BEACH BLVD.
ROADWAY PLAN

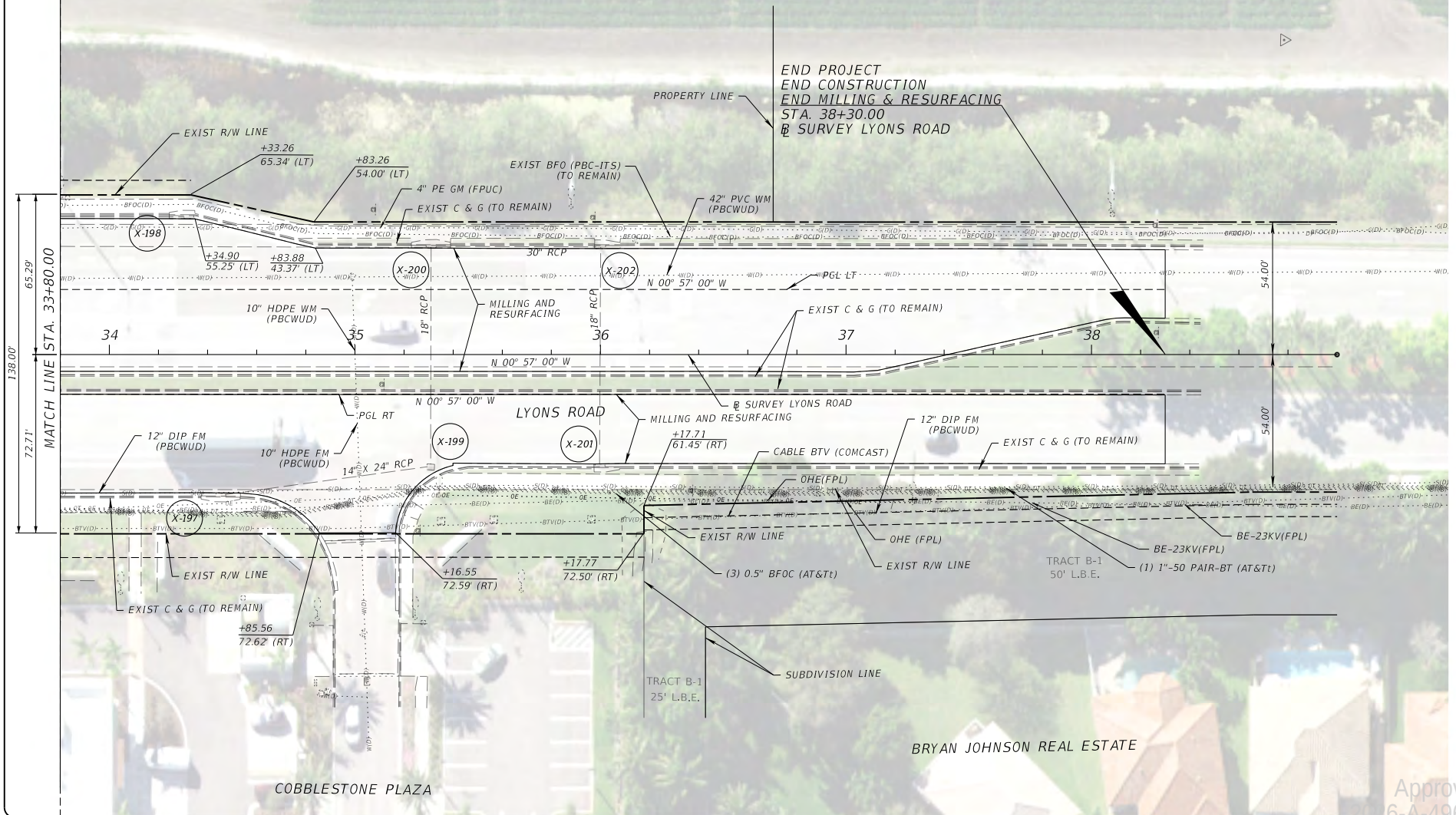
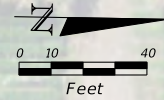
APPROVED: Johnny B. Gentry, Jr.
SHEET: 176
PROJECT NO. 201803

PER-42



PERMITS

PALM BEACH FARMS CO - PLAT NO. 3



PROPEL ENGINEERING, INC.
 2711 N VISTA PARKWAY, SUITE B-2
 WEST PALM BEACH, FLORIDA 33411
 FLORIDA BUSINESS CERT. NO. 31050
 PHONE (561) 866-5730

Seal:
 MAHARUL ALAM, PE
 P.E. #18600

No.	Revisions	By	Date



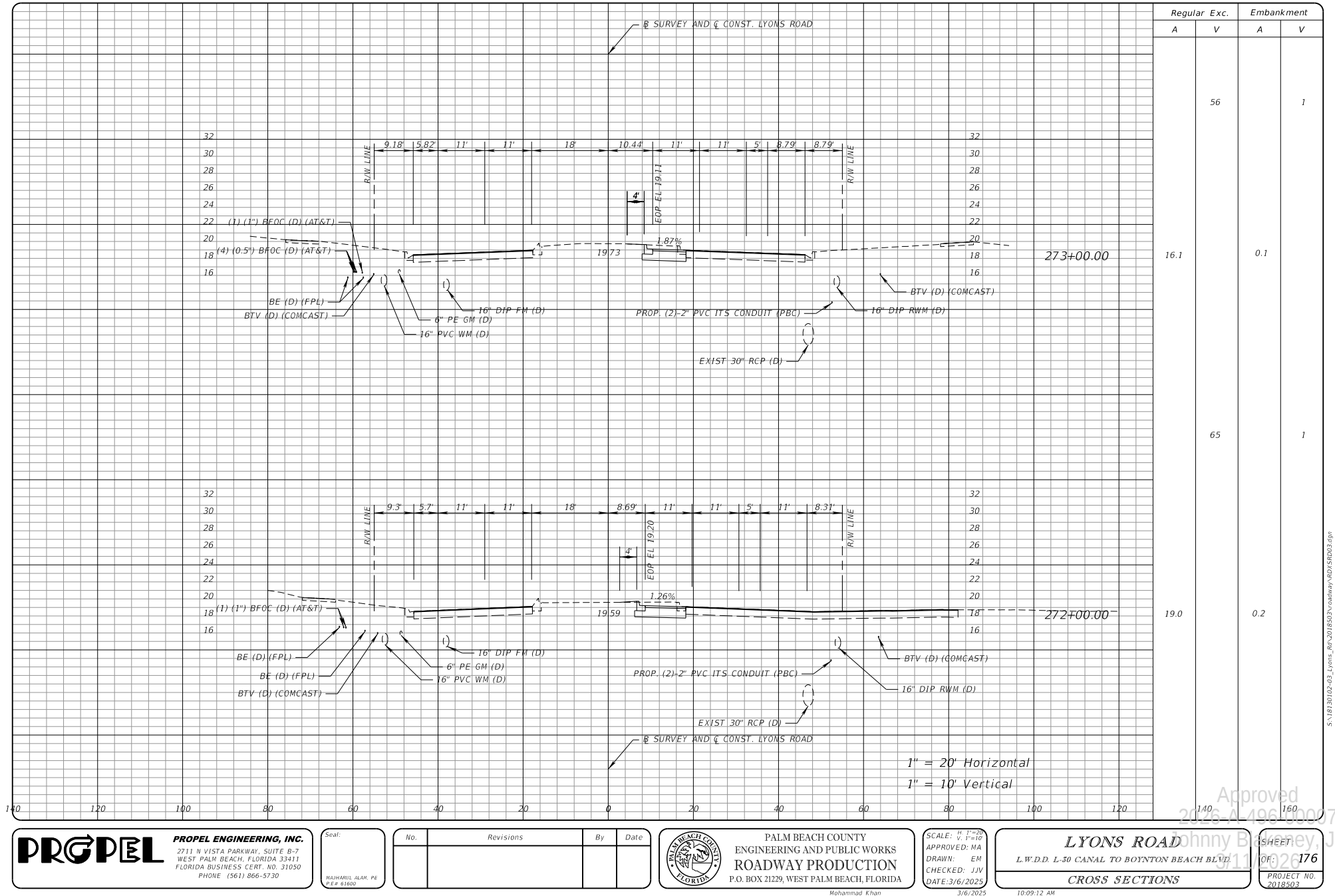
PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: N.T.S.
 APPROVED: MA
 DRAWN: EM
 CHECKED: JVV
 DATE: 3/6/2025

LYONS ROAD
 N OF L.W.D.D. L-50 CANAL TO BOYNTON BEACH BLVD.
ROADWAY PLAN

APPROVED: Johnny B. Gentry, Jr.
 SHEET: 176
 PROJECT NO. 2018503

PERMITS



PROPEL ENGINEERING, INC.
 2711 N. VISTA PARKWAY, SUITE B-2
 WEST PALM BEACH, FLORIDA 33411
 FLORIDA BUSINESS CERT. NO. 31050
 PHONE (561) 866-5730

Seal:
 MAJHARUL ALAM, PE
 P.E. #1800

No.	Revisions	By	Date



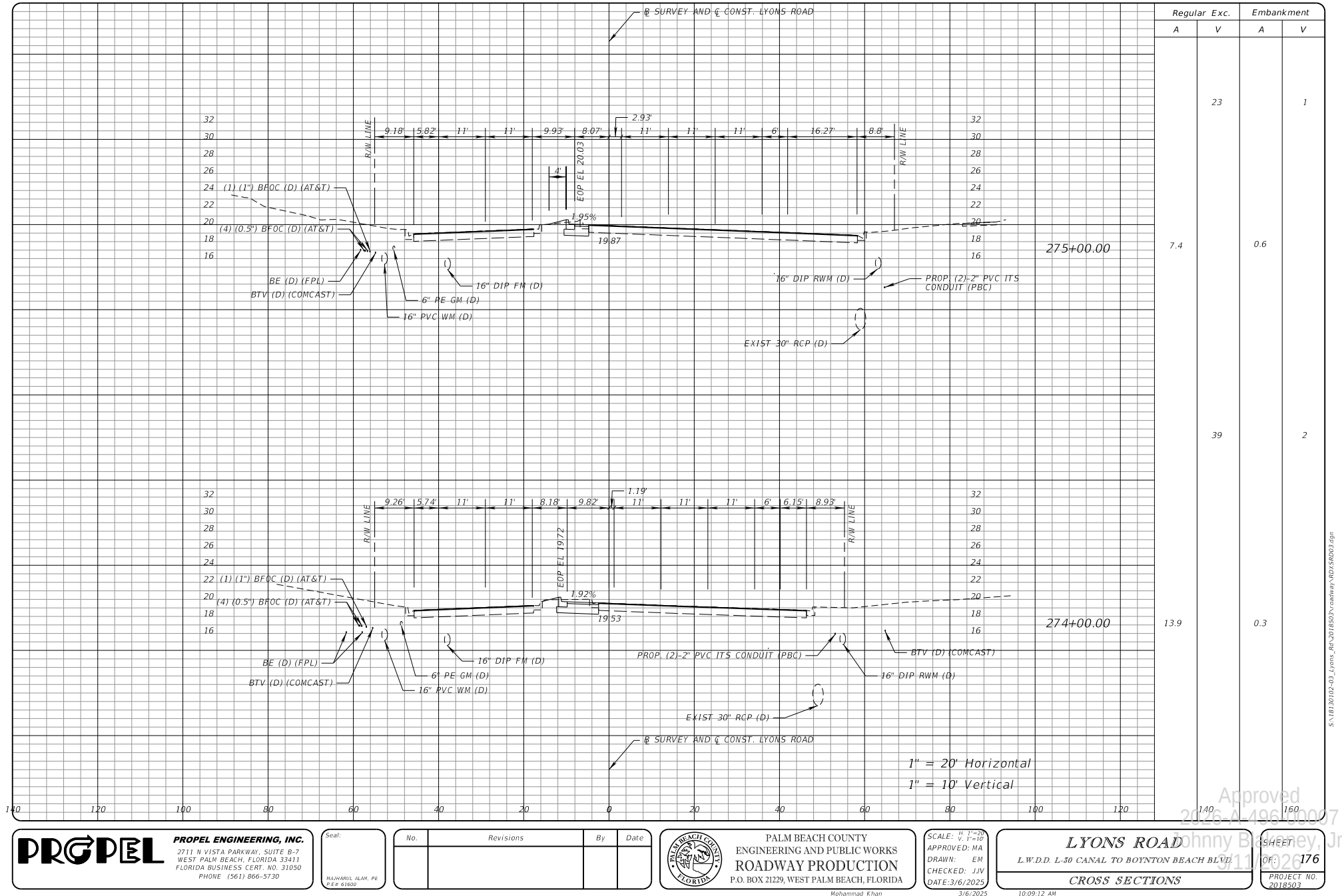
**PALM BEACH COUNTY
 ENGINEERING AND PUBLIC WORKS
 ROADWAY PRODUCTION**
 P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: 1" = 20'
 APPROVED: MA
 DRAWN: EM
 CHECKED: JVV
 DATE: 3/6/2025

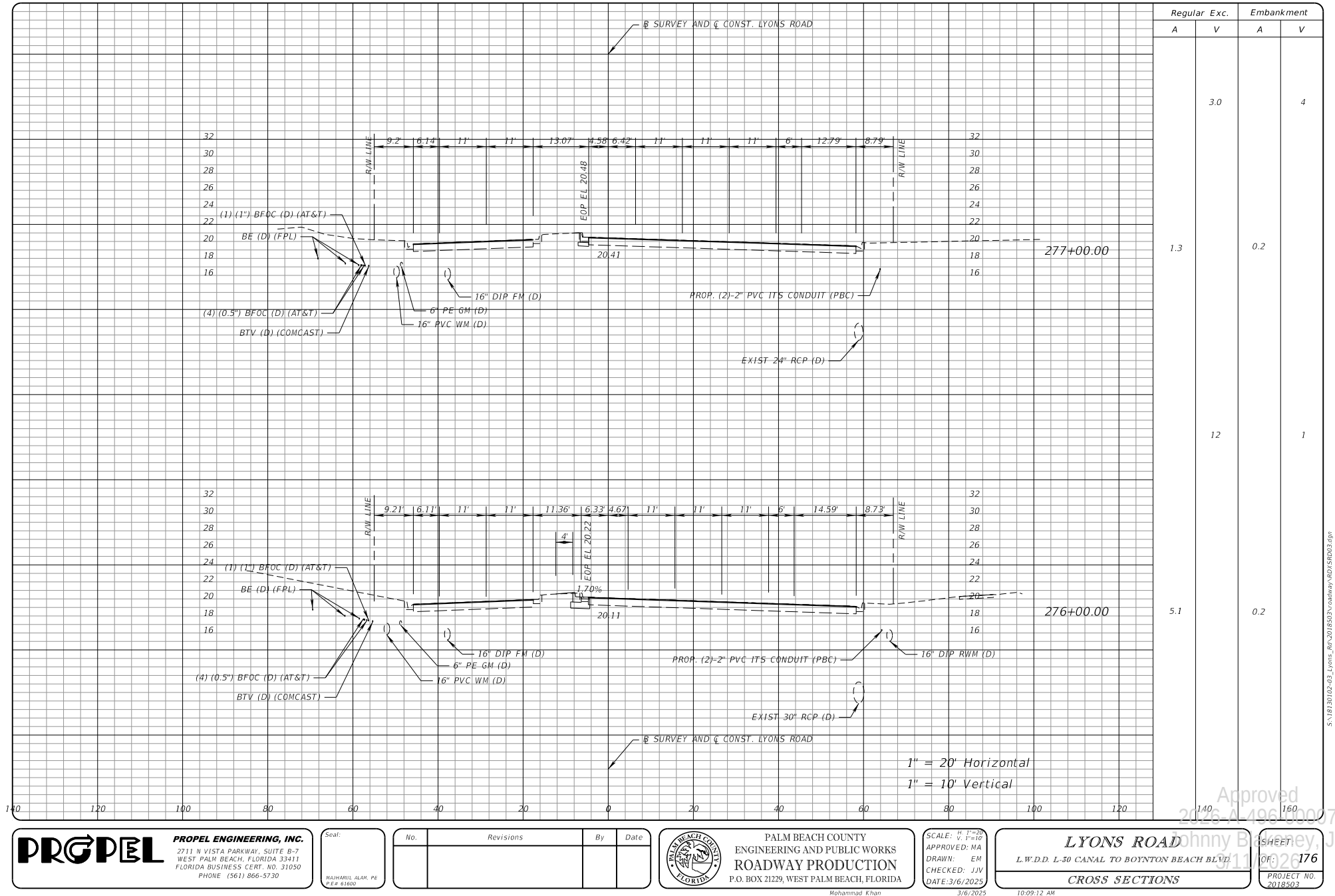
LYONS ROAD
 L.W.D.D. L-50 CANAL TO BOYNTON BEACH BLVD
CROSS SECTIONS

APPROVED: Johnny B. Heneey, Jr.
 SHEET: 176
 PROJECT NO. 2018503

PERMITS



PERMITS



PROPEL
PROPEL ENGINEERING, INC.
2711 N. VISTA PARKWAY, SUITE B-7
WEST PALM BEACH, FLORIDA 33411
FLORIDA BUSINESS CERT. NO. 31050
PHONE (561) 866-5730

Seal:
MAJHARUL ALAM, PE
P.E. #18600

No.	Revisions	By	Date

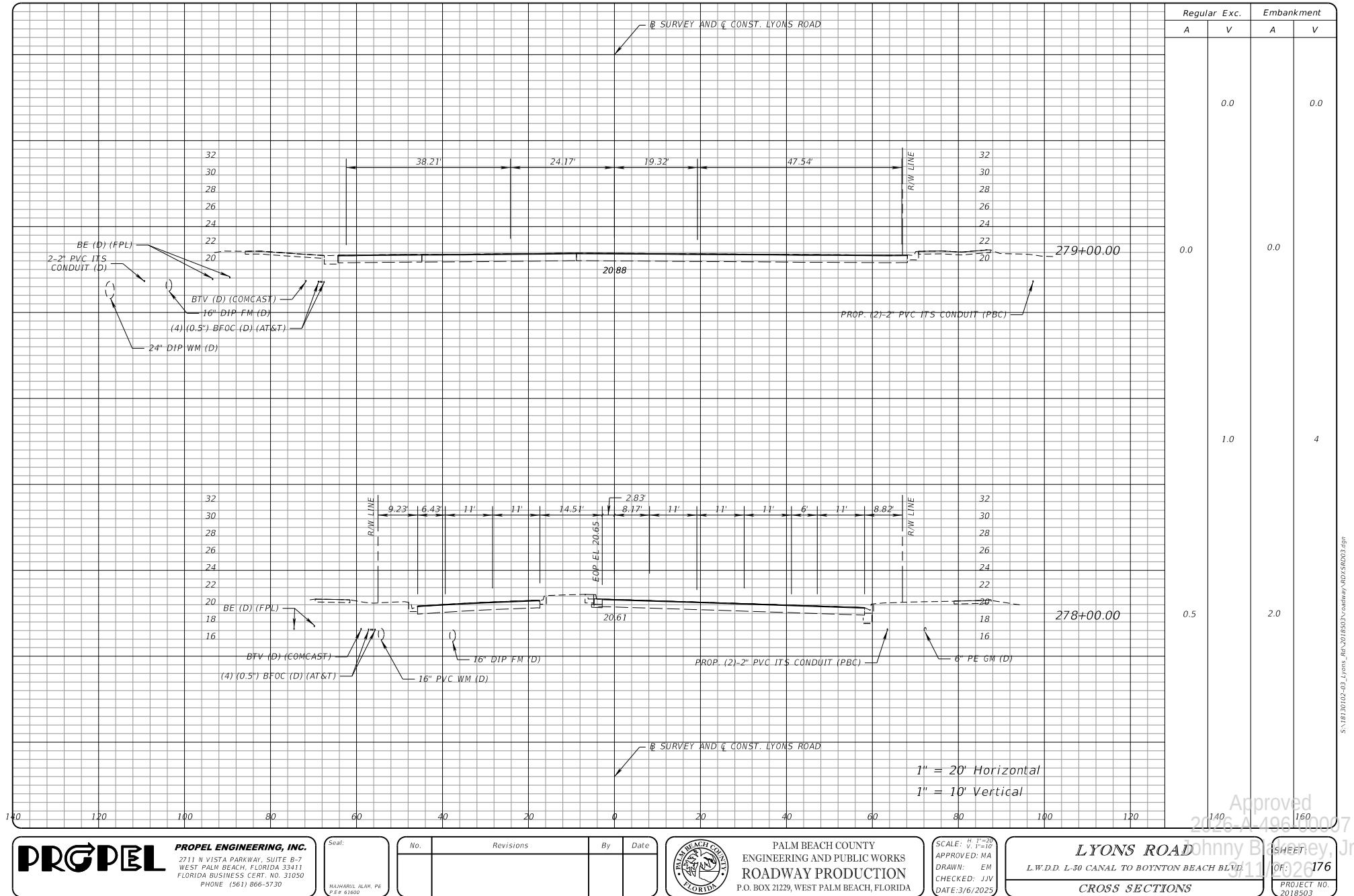
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA
Mohammad Khan
3/6/2025

SCALE: H 1"=20'
V 1"=10'
APPROVED: MA
DRAWN: EM
CHECKED: JIV
DATE: 3/6/2025

LYONS ROAD
L.W.D.D. L-50 CANAL TO BOYNTON BEACH BLVD
CROSS SECTIONS

JOHNNY B. GENEY, JR.
SHEET 176
PROJECT NO. 2018503

PERMITS



PERMITS

Special Conditions (Access)

Please schedule a pre-construction meeting with FDOT Palm Beach Operations, email the "FDOT Engineer / Designee" assigned to your permit, prior to commencement of work.

1. Prior to work beginning:

- a. Permittees are cautioned that utilities may be located within the construction area.
- b. Department-owned facilities are not located through Sunshine 811. It is the Permittee's responsibility to identify, preserve and protect all Department-owned facilities. Department-owned facilities may include, but are not limited to: lighting, ITS, signalization, drainage, telephone, water, sewer, etc.
- c. The permittee shall indicate when the work has started by clicking "48 Hour Request to Begin Work" under the Manage Permit tab of OSP. No work can begin until the status has been changed to "Work Initiated".
- d. Permittee shall also notify the "FDOT / Designee" assigned to this permit a minimum of 48 hours prior to starting work.
- e. All Contractors performing work activities within FDOT ROW, shall provide the "FDOT Engineer / Designee" proof of a proper State Contractor's License, local business tax receipt, and the Contractor's Work Site Safety Supervisor's Advanced MOT Certification prior to any commencement of permitted work. These documents shall be provided prior to the Pre-Construction Meeting, or the day of the meeting.
- f. Proposed work shall not begin until an FDOT representative is on site or other arrangements have been made.
- g. Failure to comply with these conditions will result in a delay to work.

2. During construction:

- a. A copy of this permit and plans must be on the job site during the construction of this facility.
- b. Lane closure requests shall be submitted online at <https://lcisv2.com/home> a minimum of 14 days prior to date of closure. Daytime single lane closure hours are from 9:00 AM to 4:00 PM, Monday through Friday. Removal of MOT devices shall begin **NO LATER THAN**

PERMITS

3:30 PM, and the lane opened to traffic no later than 4:00 PM. Nighttime double lane closures are from 7:00 PM through 6:00 AM, Sunday through Thursday. Please note that these standard lane closure hours are generic in nature. Traffic impacts may result in the need to constrain these standard lane closure hours further. Any lane closure outside of these standard hours will require a passing Lane Closure Analysis.

- c. Permittee will provide the necessary densities in accordance with the Department's current edition of the Standard Specifications for Road & Bridge Construction prior to final acceptance by the Department.

3. Upon completion of the work:

- a. Restoration of the work site is required immediately upon completion of work.
- b. The permittee shall indicate that the work has been completed by clicking "Certify Construction Complete" under the Manage Permit tab of OSP.
- c. The Permittee shall also notify the "FDOT / Designee" assigned to this permit immediately upon completion.
- d. Closeout documents (Certified as-builts signed and sealed by the EOR, Density reports, 'FDOT' asphalt tickets as applicable, 'FDOT' concrete tickets as applicable) are required to properly close this permit. A failure to provide the required closeout documents will result in this permit being flagged as non-conforming.

PERMITS

Holiday work restrictions:

No work or lane closures are to take place on the following days. Refer to Spec 8-6.4:

- Martin Luther King, Jr. Day
- Super Bowl Sunday (6:00 PM Sunday to 6:00 AM Monday)
- The Saturday and Sunday immediately preceding Memorial Day
- Memorial Day
- Independence Day
- The Friday, Saturday and Sunday immediately preceding Labor Day
- Labor Day
- Veterans Day
- The Wednesday immediately preceding Thanksgiving Day
- Thanksgiving Day
- The Friday, Saturday and Sunday immediately following Thanksgiving Day
- December 24th through January 2nd, inclusive



PERMITS SOUTH FLORIDA WATER MANAGEMENT DISTRICT

June 12, 2024

** Delivered via email*

Kathleen Farrell *
Palm Beach County Engineering and Public Works Asst Director Roadway Production
2300 N Jog Rd
West Palm Beach, FL 334112750

**Subject: Exemption for Lyons Rd. and Boynton Beach Blvd. Intersection Improvement
Application No. 240524-44033
Exemption No. 50-111047-P
Palm Beach County**

Dear Ms. Farrell,

The South Florida Water Management District (District) reviewed the information submitted for the proposed turn lane and road widening and has determined that the proposed project is exempt from the requirement to obtain an Environmental Resource Permit, pursuant to 62-330.051(4c), F.A.C.

The activity proposes road widening and turn lane construction along southbound Lyons Rd. approaching Boynton Beach Blvd., curb & gutter reconstruction, milling & resurfacing and traffic signal improvements. Please refer to Exhibit Nos. 1.0 and 2.0 for additional details.

Activities that qualify for this exemption must be conducted and operated using appropriate best management practices and in a manner which does not cause or contribute to a water quality violation. Pursuant to 62-302 or 62-4, F.A.C.

This letter does not relieve you from the responsibility of obtaining other permits (federal, state or local) which may be required for the project.

The determination that this project qualifies as an exempt activity may be revoked if the installation is substantially modified, if the basis of the exemption is determined to be materially incorrect, or if the installation results in violation to state water quality standards. Any changes made in the construction plans or location of the project may necessitate a permit from the District. Therefore you are advised to contact the District before beginning any work in wetlands which is not specifically described in the submittal.

The notice of determination that the project qualifies as an exempt activity constitutes final agency action by the District unless a petition for administrative hearing is filed. Upon timely filing of a petition, this Notice will not be effective until further Order of the District. If you have any questions concerning this matter, please contact Elizabeth Allen, Environmental Analyst 1 at 561-682-2307 or eallen@sfwmd.gov, and Joe Marquez, at (561) 682-6738 or jmarquez@sfwmd.gov.

Sincerely,

A handwritten signature in blue ink that reads "Jesse Markle".

Jesse Markle, P.E.

PERMITS

c: Isa Abubakar Hammadu, Propel Engineering Inc *
Ahmed Bhurgri, Propel Engineering, Inc *

Exhibits
PERMITS

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 (<http://my.sfwmd.gov/ePermitting>) and searching under this application number 240524-44033.

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 Plans](#)

PERMITS

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.

PERMITS

From: [Dolores Lewis](#)
To: [Isa Hammadu](#); [Kathleen Farrell](#)
Cc: [Oscar Garcia](#)
Subject: LWDD Permit Record RW-24-0111 - Permit Modification
Date: Tuesday, April 21, 2026 10:18:02 AM
Attachments: [RW240111 Permit Modification 20260420.pdf](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Please find attached the subject Lake Worth Drainage District (LWDD) Right-of-Way Permit.

This permit is a revocable authorization to use or occupy LWDD right-of-way, subject to the general and special conditions contained therein. General Condition 1.28 of this permit requires the permittee or authorized representative to notify the LWDD field inspector at least 48 hours prior to any work to be undertaken within LWDD rights-of-way.

The permittee or authorized representative shall provide the 48-hour notice through the <https://www.lwdd.net/48-hour-construction-notice> web site with a few simple clicks.

Sincerely,

Dolores Lewis

Dolores Lewis | Right-of-Way Technician

Lake Worth Drainage District | 13081 S. Military Trail | Delray Beach, FL 33484

Main Number– 561.498.5363 | Toll Free 1.844.306.5933 | Fax – 561.495.9694

www.lwdd.net |   

Please consider the environment before printing this email.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

PERMITS



LAKE WORTH DRAINAGE DISTRICT Right-of-Way Permit

Date Issued: August 22, 2025

Permit No.: **RW-24-0112**

Permittee: Palm Beach County Roadway Production
2633 Vista Parkway
West Palm Beach, FL 33411

Permit Use Type: **Roadway Improvements**

Project Description: **Modification to Permit 03-51C.35, issued June 26, 2003 – Widening of Lyons Road including Intersection Improvements for Boynton Beach Boulevard and Lyons Road commencing ~1,100' south of Boynton Beach Boulevard to ~1,600' north of Boynton Beach Boulevard: Including Milling and Resurfacing, Removal and Replacement of Type "F" Curb, Replacement of Sidewalks, Installation of Signalization and ITS Facilities, and Construction of 15' Drop Curb within the south right-of-way of the L-24 Canal on the west side of Lyons Road for LWDD access; All Sidewalks within LWDD L-24 Canal Right-of-Way will have a minimum thickness of 6" Concrete; All Proposed Street Signs will be installed outside of the L-24 Canal Right-of-Way; Existing PBC Traffic ITS Large Pull Boxes and Signal Pole to remain within the north right-of-way of the L-24 Canal at the SW Quad of Boynton Beach Boulevard and Lyons Road; Installation of Three (3) Pull Boxes (17"x30"x12"D) within the sidewalk located within the north right-of-way of the L-24 Canal at the SW Quad of Lyons Road and Boynton Beach Boulevard; Installation of Two (2) Aluminum Ped Signal Poles with Pedestrian Detector (Push Button) within the sidewalk located within the north right-of-way of the L-24 Canal at the SW Quad of Lyons Road and Boynton Beach Boulevard; Installation of an Underground Bore of Two (2) 2" PVC Conduits within the north right-of-way of the L-24 Canal at the SW Quad of Lyons Road and Boynton Beach Boulevard; Installation of Two (2) Pull Boxes installed north of and outside of the L-24 Canal Right-of-Way, west of Lyons Road, south side of Boynton Beach Boulevard; Installation of One (1) Pull Box (17"x30"x12"D) and an Underground Bore of Two (2) 2" PVC Conduits within the L-24 Canal Right-of-Way between the roadway and sidewalk, on the east side of Lyons Road, ~125' south of the centerline of Boynton Beach Boulevard; Installation of One (1) Pull Box north of and outside of the L-24 Canal Right-of-Way, east of Lyons Road, south side of Boynton Beach Boulevard.**
PBC Project No: 2020110

Project Location: LWDD L-24 Canal; Boynton Beach Boulevard, Lyons Road
Section 04, Township 45, Range 42; Section 40, Township 44, Range 42

This permit is issued by the Lake Worth Drainage District (LWDD) pursuant to an initial application received on May 1, 2024. The application, including all plans and specifications submitted to LWDD, is by reference made a part hereof.

This permit is a revocable authorization to use or occupy LWDD right-of-way, subject to the general and special conditions contained herein, which the permittee acknowledges and agrees to be bound by acceptance of this permit.

Should the permittee object to any permit conditions, a request to petition the LWDD Board of Supervisors must be submitted in writing no later than 30 days from date of permit issuance. The LWDD Board of Supervisors will

PERMITS

consider the petition at the next available Board meeting, providing the petition is received more than 10 business days prior to the next available Board meeting. All petitions should include permittee name, contact information, condition(s) being contested, and explanation of disputed items.

1.0 General Conditions

- 1.1** All structures and/or works located on LWDD rights-of-way constructed by permittee shall remain the property of the permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. It is left to the sole discretion of LWDD to determine if the facilities are being properly maintained. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the LWDD's rights-of-way. The LWDD 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.
- 1.2** Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and 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 LWDD's regulation and 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 LWDD's review and issuance of this permit, including, but not limited to, any field inspections performed by LWDD, 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 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 LWDD staff or representative during the application review and permit issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as LWDD'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.
- 1.3** Permittee agrees to abide by all terms and conditions of this permit, including any representations made on the permit applications and related documents. Permittee agrees to pay all demolition, removal and restoration costs, investigative costs, court costs and reasonably attorney's fees, including appeals, resulting from any action taken by LWDD to obtain compliance with the conditions of the permit or removal of the permitted use. If legal action is taken by LWDD, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.
- 1.4** This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon 30 days prior written notice. LWDD reserves the right to amend the terms and conditions contained herein at any time and for any reason. 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 LWDD's satisfaction. In the event of failure to so comply within the specified time frame, LWDD may remove the permitted use and permittee shall be responsible for all removal and restoration costs. In addition, the permittee agrees and acknowledges that any failure to comply constitutes a violation of section 298.66, Florida Statutes, and LWDD may pursue any and all remedies available under law.
- 1.5** 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 of any other such impairment or disposition of LWDD's property rights. The LWDD approves the permitted use only to the extent of its interest in the works of LWDD. 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 this permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required Permits or other authorizations. However, the LWDD 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 LWDD owns less than fee.

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- 1.6** Unless specifically prohibited or limited by statute, permittee agrees to indemnify, defend and save the LWDD (which used herein includes LWDD and its past, present and/or future employees, agents, representatives, officers and/or Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorney's fees, 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 LWDD'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 acknowledges that LWDD is exempt from liability for personal injury and damages that may occur as a result of permitted use or activity by virtue of Chapter 2009-258, Laws of Florida. Permittee agrees to provide legal counsel acceptable to the LWDD if requested for the defense of any such claims.
- 1.7** Permittee releases LWDD for any and all damages that may be caused by LWDD to the permitted use, while exercising its responsibilities and obligations of maintenance of its drainage system. The LWDD is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from water fluctuations or flows, or by the use of LWDD's rights-of-way by LWDD or a third party. Improvements placed within the right-of-way are done so at the sole risk of the owner/permittee.
- 1.8** The LWDD is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the LWDD canals or any activities which may include use of contact with water from LWDD canals, since LWDD periodically sprays its canals and/or rights-of-way for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.
- 1.9** The LWDD does not waive sovereign immunity, per section 768.28, Florida Statutes.
- 1.10** As specified by LWDD, permittee shall maintain insurance coverage to the required amounts and limits throughout the duration of the permit.
- 1.11** 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 LWDD including, but not limited to: a) discharging of debris or aquatic weeds into the works of LWDD; b) causing erosion or shoaling within the works of LWDD; c) planting trees or shrubs or erecting structures which limit or prohibit access by LWDD equipment and vehicles, except as authorized by the permit; d) leaving construction or other debris on the LWDD right-of-way or waterway; e) damaging LWDD berms and levees; f) removing of LWDD owned spoil material; g) removing or damaging LWDD locks, gates, and fencing; h) opening of LWDD rights-of-way to unauthorized vehicular access; or i) running or allowing livestock on the LWDD rights-of-way.
- 1.12** Permittee shall allow all LWDD staff the right to inspect the permitted use at any reasonable time.
- 1.13** Permittee shall allow, without charge or any interference, the LWDD, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting LWDD's routine and emergency, canal operation, maintenance, and construction activities. To the extent there is a conflicting use, the LWDD's use shall have priority over the permittee's use.
- 1.14** This permit is non-exclusive and revocable. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the LWDD.
- 1.15** If the use involves the construction of facilities for a non-exempt water withdrawal or surface water discharge, the permittee must apply for and obtain the appropriate water management permit before or concurrently with any activities which may be conducted pursuant to this permit.
- 1.16** Permittee authorizes the LWDD to record the permit through filing the appropriate notice in the public records of Palm Beach County. Governmental entities and utilities are not subject to this provision.
- 1.17** Permittee shall be responsible for the repair or replacement of any existing facilities located within the LWDD right-of-way which are damaged as a result of construction or maintenance of the authorized facility.
- 1.18** If determined that the permitted use interferes with LWDD's canal maintenance, operations or rehabilitation efforts, permittee agrees that all or part of the permitted use must be removed and/or

PERMITS

reconstructed at permittees expense.

- 1.19** The Permittee, assigns or successors in title shall operate and maintain the permitted facilities in perpetuity, and shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions. As the LWDD has no control over the sale or transfer of real or personal property, it is the sole obligation of a permittee to disclose the existence of an LWDD right-of-way permit, its terms and conditions to prospective purchasers.
- 1.20** Permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of permit. Within thirty (30) days of any transfer of interest or control of the subject property, the permittee must notify the LWDD in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. All successors and assigns shall be required to apply for a transfer of permit with LWDD within 60 days of obtaining property or facility. LWDD shall have the right to approve in writing the successors and assigns of transfer of any rights or conditions contained in this permit, which approval shall not be unreasonably withheld. Failure to submit a transfer of permit shall be considered a default of the terms and conditions of this permit and LWDD shall have the right to terminate this permit upon 10 days written notice to permittee. Failure to timely transfer the permit will necessitate Permittee, assigns or successors in title to remove all of the facilities and restore LWDD's right-of-way.
- 1.21** This permit is issued by the LWDD as a license to use or occupy LWDD works or lands. It does not create any right of entitlement, either legal or equitable, to the continued use of the LWDD works or lands. Since this permit conveys no right to the continued use of the works or lands, the LWDD is under no obligation to transfer this permit to any subsequent owner. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risks of loss as a result of the revocation of this permit. The permittee, assigns, or successors shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred.
- 1.22** Permittee agrees that no other encroachments and/or facilities shall be located within the right-of-way without prior authorization from LWDD.
- 1.23** It shall be the responsibility of the permittee to locate and protect the underground facilities of the LWDD or those of others prior to and during construction.
- 1.24** Permittee shall take the necessary precautions to prevent turbidity and/or silting upstream or downstream during construction.
- 1.25** All unpermitted facilities installed prior to or during construction must be removed prior to the project's final approval.
- 1.26** The permittee must make a copy of this permit available and/or post at the job site prior to and during any construction. Failure to comply may result in suspension of construction.
- 1.27** Permittee agrees that significant construction shall commence within one year and construction be completed within two (2) years from the date of permit issuance or the permit may terminate and a new permit application must be submitted. The new application must meet current operating policies including current applicable fees. Prior to the expiration date, the permittee may submit a request in writing for an extension of time to commence or complete construction.
- 1.28** Permittee or permittee's representative shall notify the LWDD construction inspector at least forty-eight (48) hours prior to any work to be undertaken within LWDD rights-of-way. All underground installations must be inspected prior to backfilling.
- 1.29** No dewatering into LWDD canals is authorized until written notification of approval from South Florida Water Management District has been submitted to LWDD.
- 1.30** Any non-compliance by the permittee of any condition listed herein will result in the termination of this permit, removal of permitted uses or facilities at the permittees expense, and/or LWDD requesting other jurisdictional agencies to withhold their final approvals.

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- 1.31** Permittee shall submit record drawings within sixty (60) days of project completion. Drawings shall be signed and sealed by a Florida Professional Engineer and shall include sufficient information to show that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the LWDD. All elevations shall be referenced to N.G.V.D. 1929 (adjusted). In lieu of signed and sealed record drawings utility cable companies may submit, within sixty (60) days of project completion, a project certification stating that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the LWDD. Failure of the permittee to provide these drawings or certification within the time specified may result in LWDD revoking this permit and requesting that all jurisdictional agencies withhold their final approval until the drawings are received and approved by LWDD.
- 1.32** Special Conditions that are specific to the project site and right-of-way usage shall be incorporated into this permit as may be necessary in the best interest of the LWDD.

2.0 Special Conditions

- 2.1** This permit authorizes the Modification to Permit 03-51C.35, issued June 26, 2003 – Widening of Lyons Road including Intersection Improvements for Boynton Beach Boulevard and Lyons Road commencing ~1,100' south of Boynton Beach Boulevard to ~1,600' north of Boynton Beach Boulevard: Including Milling and Resurfacing, Removal and Replacement of Type "F" Curb, Replacement of Sidewalks, Installation of Signalization and ITS Facilities, and Construction of 15' Drop Curb within the south right-of-way of the L-24 Canal on the west side of Lyons Road for LWDD access; All Sidewalks within LWDD L-24 Canal Right-of-Way will have a minimum thickness of 6" Concrete; All Proposed Street Signs will be installed outside of the L-24 Canal Right-of-Way; Existing PBC Traffic ITS Large Pull Boxes and Signal Pole to remain within the north right-of-way of the L-24 Canal at the SW Quad of Boynton Beach Boulevard and Lyons Road; Installation of Three (3) Pull Boxes (17"x30"x12"D) within the sidewalk located within the north right-of-way of the L-24 Canal at the SW Quad of Lyons Road and Boynton Beach Boulevard; Installation of Two (2) Aluminum Ped Signal Poles with Pedestrian Detector (Push Button) within the sidewalk located within the north right-of-way of the L-24 Canal at the SW Quad of Lyons Road and Boynton Beach Boulevard; Installation of an Underground Bore of Two (2) 2" PVC Conduits within the north right-of-way of the L-24 Canal at the SW Quad of Lyons Road and Boynton Beach Boulevard; Installation of Two (2) Pull Boxes installed north of and outside of the L-24 Canal Right-of-Way, west of Lyons Road, south side of Boynton Beach Boulevard; Installation of One (1) Pull Box (17"x30"x12"D) and an Underground Bore of Two (2) 2" PVC Conduits within the L-24 Canal Right-of-Way between the roadway and sidewalk, on the east side of Lyons Road, ~125' south of the centerline of Boynton Beach Boulevard; Installation of One (1) Pull Box north of and outside of the L-24 Canal Right-of-Way, east of Lyons Road, south side of Boynton Beach Boulevard, as represented on the application, plans and/or specifications received on May 1, 2024, the Revised Road Plans received on December 17, 2024, and the Revised Signalization Plans received on August 14, 2025.
- 2.2** The permittee or authorized representative is required to schedule a mandatory, on-site preconstruction meeting at <https://www.lwdd.net/48-hour-construction-notice> and with LWDD Field Representative, Oscar Garcia at ogarcia@lwdd.net and 561.819.5592.
- 2.3** Permittee should retain the services of a licensed Professional Land Surveyor to stake the LWDD right-of-way prior to the construction/installation of any permitted facilities. LWDD retains the right to require the Permittee/Contractor to stake the LWDD right-of-way in the event of a dispute. Any constructed/installed facilities that are inconsistent with the permitted plans will be required to be removed from the LWDD right-of-way and the LWDD right-of-way restored at the Permittee's expense. LWDD will not allow incorrectly installed facilities to remain within the LWDD right-of-way.
- 2.4** Permittee shall provide an inspection report to LWDD every five years for the Lyons Road Culvert within the L-24 Canal, prepared and signed and sealed by a professional Florida engineer as to the structural integrity of the permitted facilities.
- 2.5** Permittee will be responsible for the removal of any silt and/or sediment within the culvert as indicated in the professional engineer's inspection report submitted to LWDD every five years.

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- 2.6** LWDD is not responsible for damage to any Facilities installed within the L-24 Canal Right-of-Way that may occur as a result of LWDD responding to an emergency event or during normal maintenance operations. Permittee agrees to indemnify and hold LWDD harmless under these conditions.
- 2.7** Permittee is to construct any sidewalk or pathway that is proposed within LWDD's rights-of-way with six-inch (6") thick concrete, or to meet LWDD approved alternate loading and material(s). The LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the permittee.
- 2.8** Where improvements are erected on lots or parcels contiguous to LWDD canals, the permittee shall install gutters and downspouts eliminating surplus water overland flow, assuring the route of said water into the on-site drainage facility and/or storm sewer system.
- 2.9** All underground utility installations in LWDD rights-of-way must have a minimum depth (cover) of thirty-six inches (36") unless an alternate design is approved. All underground utilities placed within LWDD's canal rights-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.
- 2.10** Permittee agrees that the stormwater discharge authorized by this permit shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules pursuant to current Chapter 62-330, Florida Administrative Code. All costs of correcting any violations shall be the exclusive obligation of permittee.
- 2.11** The permittee, LWDD approved assignees, and/or successors in title agree to operate and maintain the system/facility in perpetuity, including correction of any damages caused as a result of this installation. Pursuant to General Conditions of this permit, the permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of this permit.
- 2.12** In the event it becomes necessary for LWDD to expand or further utilize its facilities within its right-of-way, the permittee shall after reasonable notice (the same not to exceed sixty (60) days), effect such removal of the permitted facility as LWDD may reasonably require from time to time so as to allow and not delay LWDD canal or right-of-way improvements and further, the permittee shall maintain in good safe operating condition the facility permitted and involved herein.
- 2.13** Permittee may, at its sole expense, modify the facility involved and installed herein under the condition that same does not unreasonably interfere with LWDD's use of its right-of-way and under the condition that the plans and specifications for such modification have been permitted by LWDD through application of a permit modification.
- 2.14** It shall be the responsibility of the permittee or permittee's contractor(s) installing the above described facility to maintain the continuous uninterrupted free flow of water in the canal. It shall further be the duty of the Permittee to obtain the approval of LWDD for any construction methods which would be contrary to the above. The permittee shall also be responsible for the installation of silt screens and/or turbidity barriers as necessary to maintain the clarity of the water. PERMITTEE'S FAILURE TO COMPLY WITH WRITTEN NOTICE OF A VIOLATION OF THE CONDITIONS OF THIS PERMIT SHALL, AFTER FIVE (5) WORKING DAYS, AUTOMATICALLY WITHOUT FURTHER NOTICE VOID THIS PERMIT, BUT NOT THE PERMITTEE'S LIABILITY INVOLVED HEREIN. ANY BOND CONDITIONED BY THIS PERMIT SHALL BE UTILIZED FOR THE RESTORATION OF ANY DAMAGES DONE TO THE CANAL RIGHT-OF-WAY BY THE PERMITTEE OR THE PERMITTEE'S CONTRACTOR(S).
- 2.15** This permit is issued based on the applicant's submitted information which reasonably demonstrates that no adverse water resource related impacts will be caused by the completed permit activity. Should it be determined that adverse impacts caused by the completed surface water management system have taken place, including the discharge of nutrient concentrations to canals that cause an imbalance in natural populations of aquatic flora and fauna, then LWDD shall require the permittee to develop a source control plan [i.e. consisting of chemical treatment and/or implementation of best management practices (BMPs)].

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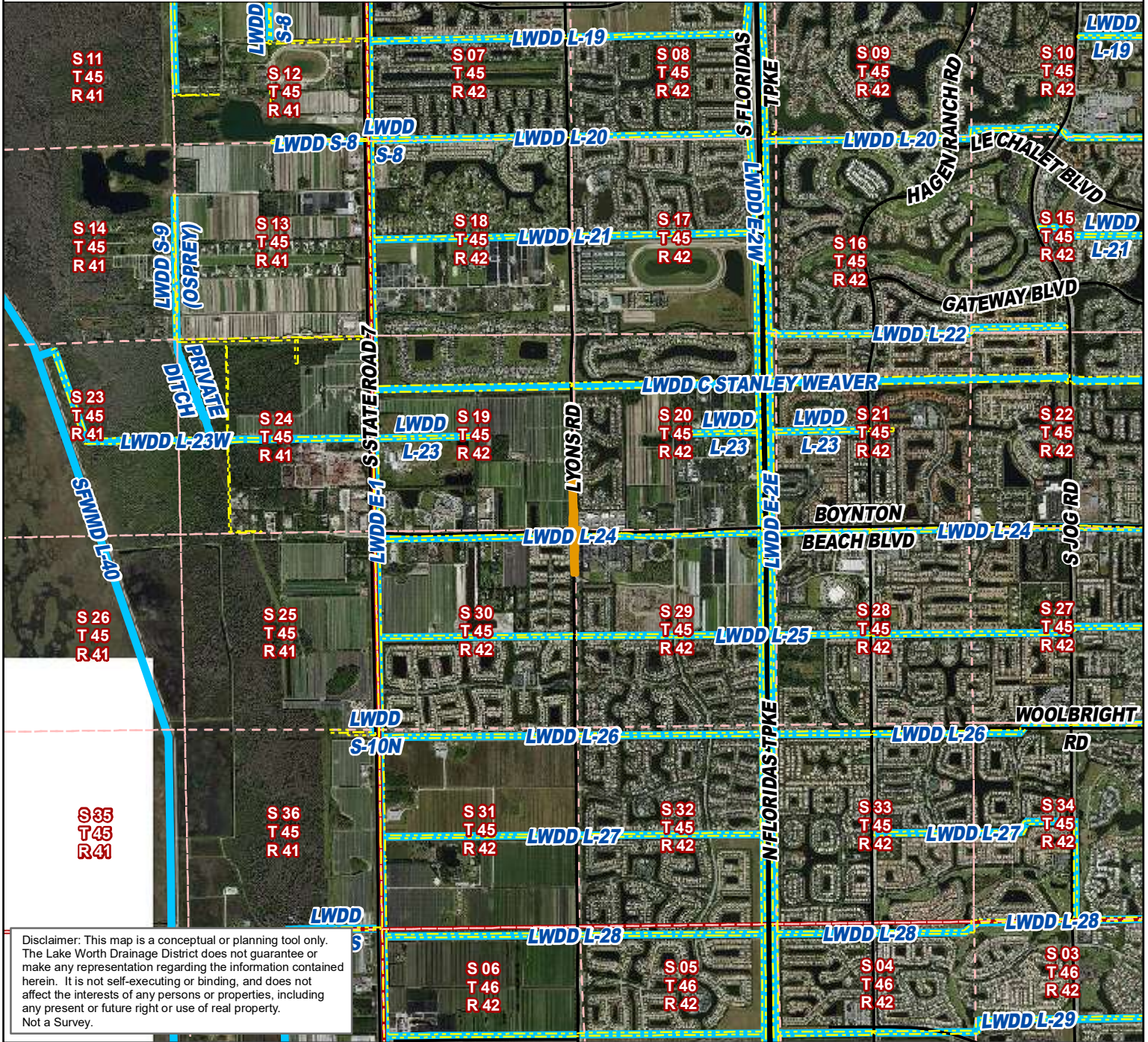
Additionally, LWDD may require the permittee to modify the permit in order to implement components of the source control plan.

- 2.16** Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity.

Approved by: Nicole Smith
Nicole Smith
Permit Supervisor

Brian Tilles
Brian Tilles, P.E.
Director of Right-of-Way Regulation

PERMITS Exhibit Map



Legend

-  Right-of-Way Permit
-  LWDD Canals
-  Township and Range Grid
-  Section Grid
-  Right of Way Lines

Permit Number: RW-24-0112

Record Type: Culvert Crossing

Permittee: Palm Beach County Roadway Production

Application Name: DO NOT PROCESS until required info is received for RW-24-0111_ NAA_ Same required info is needed for the app_(Palm Beach County Roadway Production) L-24 Lyons Road and

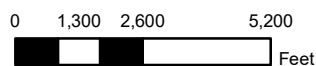
Palm Beach County, FL

Sec/Twp/Rge
19/45/42

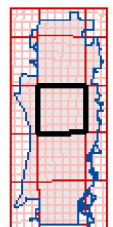
Date
2024-05-13

Latitude (DMS): 26° 31m 43s N
Longitude (DMS): 80° 11m 19s W

State Plane Coordinates
X: 921465.68 Y: 798626.17



Lake Worth Drainage District
13081 S Military Trail
Delray Beach, FL 33484
(561) 498-5363



PERMITS



LAKE WORTH DRAINAGE DISTRICT Right-of-Way Permit

Date Issued: April 20, 2025
Permit No.: **RW-24-0111 (MODIFICATION)**
Permittee: Palm Beach County Roadway Production
2300 North Jog Road
West Palm Beach, FL 33411

Permit Use Type: **Multiple**

Project Description: **Modification of Permit Nos. 03-51R.30 and 05-51R.49 for milling, resurfacing, and widening of Lyons Road from STA. 119+21.40, north of the existing bridge within the L-30 Canal right-of-way, to STA. 279+31.10, north of the L-24 Canal right-of-way at Boynton Beach Boulevard. Extend the existing 10' x 6' box culvert forty-nine (49) linear feet on the west side of Lyons Road within the L-28 Canal. Work includes installation of a new FDOT concrete straight endwall. Regrade the L-28 Canal to Design Section 1131 and stabilize with riprap (rock rubble) in accordance with LWDD details. Transition to existing canal banks. Remove the existing barrier wall along the west side of Lyons Road adjacent to the L-28 Canal. Remove existing sidewalk and construct a new 6-inch-thick concrete sidewalk. Install curb and gutter, including minimum 15-foot drop curbs within LWDD rights-of-way at locations shown on the plans. Install two (2) 2-inch PVC PBC ITS conduits with pull string and tracer (FDOT Index 630-2-11), crossing above culverts within the L-27 through L-24 Canal rights-of-way along the east side of Lyons Road. No new drainage structures are proposed as part of this project. PBC Project No. 2018503. ****NO NEW POLES, SIGNS OR UNPERMITTED ABOVE GROUND STRUCTURES ALLOWED WITHIN LWDD R/W.******

Project Location: LWDD L-30 - L-24 Canals, Lyons Road
Section 31 Township 45 S, Range 42 E

This permit is issued by the Lake Worth Drainage District (LWDD) pursuant to an initial application received on 4/30/2024. The application, including all plans and specifications submitted to LWDD, is by reference made a part hereof.

This permit is a revocable authorization to use or occupy LWDD right-of-way, subject to the general and special conditions contained herein, which the permittee acknowledges and agrees to be bound by acceptance of this permit.

Should the permittee object to any permit conditions, a request to petition the LWDD Board of Supervisors must be submitted in writing no later than 30 days from date of permit issuance. The LWDD Board of Supervisors will consider the petition at the next available Board meeting, providing the petition is received more than 10 business days prior to the next available Board meeting. All petitions should include permittee name, contact information, condition(s) being contested, and explanation of disputed items.

1.0 General Conditions

- 1.1** All structures and/or works located on LWDD rights-of-way constructed by permittee shall remain the property of the permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. It is left to the sole discretion of LWDD to determine if the facilities are being properly maintained. Permittees are advised that other federal, state and local

PERMITS

safety standards may govern the occupancy and use of the LWDD's rights-of-way. The LWDD 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.

- 1.2** Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and 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 LWDD's regulation and 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 LWDD's review and issuance of this permit, including, but not limited to, any field inspections performed by LWDD, 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 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 LWDD staff or representative during the application review and permit issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as LWDD'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.
- 1.3** Permittee agrees to abide by all terms and conditions of this permit, including any representations made on the permit applications and related documents. Permittee agrees to pay all demolition, removal and restoration costs, investigative costs, court costs and reasonably attorney's fees, including appeals, resulting from any action taken by LWDD to obtain compliance with the conditions of the permit or removal of the permitted use. If legal action is taken by LWDD, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.
- 1.4** This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon 30 days prior written notice. LWDD reserves the right to amend the terms and conditions contained herein at any time and for any reason. 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 LWDD's satisfaction. In the event of failure to so comply within the specified time frame, LWDD may remove the permitted use and permittee shall be responsible for all removal and restoration costs. In addition, the permittee agrees and acknowledges that any failure to comply constitutes a violation of section 298.66, Florida Statutes, and LWDD may pursue any and all remedies available under law.
- 1.5** 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 of any other such impairment or disposition of LWDD's property rights. The LWDD approves the permitted use only to the extent of its interest in the works of LWDD. 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 this permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required Permits or other authorizations. However, the LWDD, 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 LWDD owns less than fee.
- 1.6** Unless specifically prohibited or limited by statute, permittee agrees to indemnify, defend and save the LWDD (which used herein includes LWDD and its past, present and/or future employees, agents, representatives, officers and/or Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorney's fees, judgements 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 LWDD'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 acknowledges that LWDD is exempt from liability for personal injury and damages that may occur as a

PERMITS

result of permitted use or activity by virtue of Chapter 2009-258, Laws of Florida. Permittee agrees to provide legal counsel acceptable to the LWDD if requested for the defense of any such claims.

- 1.7** Permittee releases LWDD for any and all damages that may be caused by LWDD to the permitted use, while exercising its responsibilities and obligations of maintenance of its drainage system. The LWDD is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from water fluctuations or flows, or by the use of LWDD's rights-of-way by LWDD or a third party. Improvements placed within the right-of-way are done so at the sole risk of the owner/permittee.
- 1.8** The LWDD is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the LWDD canals or any activities which may include use of contact with water from LWDD canals, since LWDD periodically sprays its canals and/or rights-of-way for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.
- 1.9** The LWDD does not waive sovereign immunity, per section 768.28, Florida Statutes.
- 1.10** As specified by LWDD, permittee shall maintain insurance coverage to the required amounts and limits throughout the duration of the permit.
- 1.11** 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 LWDD including, but not limited to:
 - a) discharging of debris or aquatic weeds into the works of LWDD; b) causing erosion or shoaling within the works of LWDD; c) planting trees or shrubs or erecting structures which limit or prohibit access by LWDD equipment and vehicles, except as authorized by the permit; d) leaving construction or other debris on the LWDD right-of-way or waterway; e) damaging LWDD berms and levees; f) removing of LWDD owned spoil material; g) removing or damaging LWDD locks, gates, and fencing; h) opening of LWDD rights-of-way to unauthorized vehicular access; or i) running or allowing livestock on the LWDD rights-of-way.
- 1.12** Permittee shall allow all LWDD staff the right to inspect the permitted use at any reasonable time.
- 1.13** Permittee shall allow, without charge or any interference, the LWDD, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting LWDD's routine and emergency, canal operation, maintenance, and construction activities. To the extent there is a conflicting use, the LWDD's use shall have priority over the permittee's use.
- 1.14** This permit is non-exclusive and revocable. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the LWDD.
- 1.15** If the use involves the construction of facilities for a non-exempt water withdrawal or surface water discharge, the permittee must apply for and obtain the appropriate water management permit before or concurrently with any activities which may be conducted pursuant to this permit.
- 1.16** Permittee authorizes the LWDD to record the permit through filing the appropriate notice in the public records of Palm Beach County. Governmental entities and utilities are not subject to this provision.
- 1.17** Permittee shall be responsible for the repair or replacement of any existing facilities located within the LWDD right-of-way which are damaged as a result of construction or maintenance of the authorized facility.
- 1.18** If determined that the permitted use interferes with LWDD's canal maintenance, operations or rehabilitation efforts, permittee agrees that all or part of the permitted use must be removed and/or reconstructed at permittees expense.
- 1.19** The Permittee, assigns or successors in title shall operate and maintain the permitted facilities in perpetuity, and shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions. As the LWDD has no control over the sale or transfer of real or

PERMITS

personal property, it is the sole obligation of a permittee to disclose the existence of an LWDD right-of-way permit, its terms and conditions to prospective purchasers.

- 1.20** Permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of permit. Within thirty (30) days of any transfer of interest or control of the subject property, the permittee must notify the LWDD in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. All successors and assigns shall be required to apply for a transfer of permit with LWDD within 60 days of obtaining property or facility. LWDD shall have the right to approve in writing the successors and assigns of transfer of any rights or conditions contained in this permit, which approval shall not be unreasonably withheld. Failure to submit a transfer of permit shall be considered a default of the terms and conditions of this permit and LWDD shall have the right to terminate this permit upon 10 days written notice to permittee. Failure to timely transfer the permit will necessitate Permittee, assigns or successors in title to remove all of the facilities and restore LWDD's right-of-way.
- 1.21** This permit is issued by the LWDD as a license to use or occupy LWDD works or lands. It does not create any right of entitlement, either legal or equitable, to the continued use of the LWDD works or lands. Since this permit conveys no right to the continued use of the works or lands, the LWDD is under no obligation to transfer this permit to any subsequent owner. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risks of loss as a result of the revocation of this permit. The permittee, assigns or successors shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred.
- 1.22** Permittee agrees that no other encroachments and/or facilities shall be located within the right-of-way without prior authorization from LWDD.
- 1.23** It shall be the responsibility of the permittee to locate and protect the underground facilities of the LWDD or those of others prior to and during construction.
- 1.24** Permittee shall take the necessary precautions to prevent turbidity and/or silting upstream or downstream during construction.
- 1.25** All unpermitted facilities installed prior to or during construction must be removed prior to the project's final approval.
- 1.26** The permittee must make a copy of this permit available and/or post at the job site prior to and during any construction. Failure to comply may result in suspension of construction.
- 1.27** Permittee agrees that significant construction shall commence within one year and construction be completed within two (2) years from the date of permit issuance or the permit may terminate and a new permit application must be submitted. The new application must meet current operating policies including current applicable fees. Prior to the expiration date, the permittee may submit a request in writing for an extension of time to commence or complete construction.
- 1.28** Permittee or permittee's representative shall notify the LWDD construction inspector at least forty-eight (48) hours prior to any work to be undertaken within LWDD rights-of-way. All underground installations must be inspected prior to backfilling.
- 1.29** No dewatering into LWDD canals is authorized until written notification of approval from South Florida Water Management District has been submitted to LWDD.
- 1.30** Any non-compliance by the permittee of any condition listed herein will result in the termination of this permit, removal of permitted uses or facilities at the permittees expense, and/or LWDD requesting other jurisdictional agencies to withhold their final approvals.
- 1.31** Permittee shall submit record drawings within sixty (60) days of project completion. Drawings shall be signed and sealed by a Florida Professional Engineer and shall include sufficient information to show that the permitted facilities have been installed or constructed in substantial compliance with the plans

PERMITS

and design approved by the LWDD. All elevations shall be referenced to N.G.V.D. 1929 (adjusted). In lieu of signed and sealed record drawings utility cable companies may submit, within sixty (60) days of project completion, a project certification stating that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the LWDD. Failure of the permittee to provide these drawings or certification within the time specified may result in LWDD revoking this permit and requesting that all jurisdictional agencies withhold their final approval until the drawings are received and approved by LWDD.

- 1.32** Special Conditions that are specific to the project site and right-of-way usage shall be incorporated into this permit as may be necessary in the best interest of the LWDD.

PERMITS

2.0 Special Conditions

- 2.1** This permit authorizes the Modification of Permit Nos. 03-51R.30 and 05-51R.49 for milling, resurfacing, and widening of Lyons Road from STA. 119+21.40, north of the existing bridge within the L-30 Canal right-of-way, to STA. 279+31.10, north of the L-24 Canal right-of-way at Boynton Beach Boulevard. Extend the existing 10' x 6' box culvert forty-nine (49) linear feet on the west side of Lyons Road within the L-28 Canal. Work includes installation of a new FDOT concrete straight endwall. Regrade the L-28 Canal to Design Section 1131 and stabilize with riprap (rock rubble) in accordance with LWDD details. Transition to existing canal banks. Remove the existing barrier wall along the west side of Lyons Road adjacent to the L-28 Canal. Remove existing sidewalk and construct a new 6-inch-thick concrete sidewalk. Install curb and gutter, including minimum 15-foot drop curbs within LWDD rights-of-way at locations shown on the plans. Install two (2) 2-inch PVC PBC ITS conduits with pull string and tracer (FDOT Index 630-2-11), crossing above culverts within the L-27 through L-24 Canal rights-of-way along the east side of Lyons Road. No new drainage structures are proposed as part of this project, as represented on the application, plans and/or specifications received on May 03, 2024, and the revised plans received on September 09, 2024. Permit modification plans received on April 20, 2026.
- 2.2** The permit was modified on April 20, 2026, to reflect the extension of the existing 10' x 6' box culvert within the L-28 Canal. This modification supersedes the previous approval to retain the existing culvert as is.
- 2.3** LWDD requires an on-site preconstruction meeting. Permittee or Permittee's representative shall notify the LWDD Engineering Department forty-eight (48) hours prior to any work within LWDD rights-of-way at <https://www.lwdd.net/48-hour-construction-notice>. LWDD area inspector is Oscar Garcia and shall be contacted at 561-819-5592 or ogarcia@lwdd.net
- 2.4** Permittee should retain the services of a licensed Professional Land Surveyor to stake the LWDD right-of-way prior to the construction/installation of any permitted facilities. LWDD retains the right to require the Permittee/Contractor to stake the LWDD right-of-way in the event of a dispute. Any constructed/installed facilities that are inconsistent with the permitted plans will be required to be removed from the LWDD right-of-way and the LWDD right-of-way restored at the Permittee's expense. LWDD will not allow incorrectly installed facilities to remain within the LWDD right-of-way.
- 2.5** The permitted crossings shall be minimum depth of **36"** below the maintenance berm or the depth as depicted on the approved plans, whichever is greater.
- 2.6** Permittee shall provide a report to LWDD every **five years**, prepared and signed and sealed by a professional Florida engineer as to the structural integrity of all culverts and bridge crossing within LWDD Rights-of Way.
- 2.7** Permittee will be responsible for the removal of any silt and/or sediment as indicated in the inspection report submitted to LWDD every five years.
- 2.8** Any abandoned facilities (conduits, lines, boxes, etc.) must be completely removed from LWDD right-of-way concurrent with the installation of the new permitted facilities.
- 2.9** Any other utility crossings including but not limited to FPL, Comcast, AT&T, Irrigation will require a separate permit from LWDD.
- 2.10** Permittee is to construct any sidewalk or pathway that is proposed within LWDD's rights-of-way with **six-inch (6") thick concrete**, or to meet LWDD approved alternate loading and material(s). The LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the permittee.
- 2.11** Pursuant to the approved plans, the permittee shall reconstruct canal(s) to approved design section along and adjacent to the project's limits, including clearing and proper sloping of the maintenance berms. The cleared canal berms and side slopes shall be stabilized. The type of stabilization shall be approved by LWDD. This construction shall be completed prior to any building activity adjacent to LWDD rights-of-way. Please be advised that any fill material scheduled to be removed from the canal may not be relied on for site work.

PERMITS

- 2.12** The permittee, LWDD approved assignees, and/or successors in title agree to operate and maintain the system/facility in perpetuity, including correction of any damages caused as a result of this installation. Pursuant to General Conditions of this permit, the permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of this permit.
- 2.13** The Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system. LWDD reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary based on local, SFWMD, USACE, FDEP and/or EPA standards that are required.
- 2.14** It shall be the responsibility of the Permittee or Permittee's contractor(s) installing the above described facility to maintain the continuous uninterrupted free flow of water in the canal. It shall further be the duty of the Permittee to obtain the approval of LWDD for any construction methods, which would be contrary to the above. The Permittee shall also be responsible for the installation of silt screens and/or turbidity barriers as necessary to maintain the clarity of the water. PERMITTEE'S FAILURE TO COMPLY WITH WRITTEN NOTICE OF A VIOLATION OF THE CONDITIONS OF THIS PERMIT SHALL, AFTER FIVE (5) WORKING DAYS, AUTOMATICALLY WITHOUT FURTHER NOTICE VOID THIS PERMIT, BUT NOT THE PERMITTEE'S LIABILITY INVOLVED HEREIN. ANY BOND CONDITIONED BY THIS PERMIT SHALL BE UTILIZED FOR THE RESTORATION OF ANY DAMAGES DONE TO THE CANAL RIGHT-OF-WAY BY THE PERMITTEE OR THE PERMITTEE'S CONTRACTOR(S).
- 2.15** Permittee agrees that the stormwater discharge authorized by this permit shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules, including but not limited to, 40E-4.301, 40E-400.215, and 40E-400.315, Florida Administrative Code, and Section 5.2 of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT Basis of Review. All costs of correcting any violations of SOUTH FLORIDA WATER MANAGEMENT DISTRICT law and rules shall be the exclusive obligation of Permittee.
- 2.16** Where improvements are erected on lots or parcels contiguous to LWDD canals, the permittee shall install gutters and downspouts eliminating surplus water overland flow, assuring the route of said water into the on-site drainage facility and/or storm sewer system.
- 2.17** In the event it becomes necessary for LWDD to expand or further utilize its facilities within its right-of-way, the permittee shall after reasonable notice (the same not to exceed sixty (60) days), effect such removal of the permitted facility as LWDD may reasonably require from time to time so as to allow and not delay LWDD canal or right-of-way improvements and further, the permittee shall maintain in good safe operating condition the facility permitted and involved herein.
- 2.18** Permittee may, at its sole expense, modify the facility involved and installed herein under the condition that same does not unreasonably interfere with LWDD's use of its right-of-way and under the condition that the plans and specifications for such modification have been permitted by LWDD through application of a permit modification.
- 2.19** This permit is issued based on the applicant's submitted information which reasonably demonstrates that no adverse water resource related impacts will be caused by the completed permit activity. Should it be determined that adverse impacts caused by the completed surface water management system have taken place, including the discharge of nutrient concentrations to canals that cause an imbalance in natural populations of aquatic flora and fauna, then LWDD shall require the permittee to develop a source control plan [i.e. consisting of chemical treatment and/or implementation of best management practices (BMPs)]. Additionally, LWDD may require the permittee to modify the permit in order to implement components of the source control plan.
- 2.20** Permittee shall obtain any and all permits required by any governmental agency and/or municipality that may be involved, prior to the commencement of any construction.
- 2.21** Permittee shall be required to submit a permit modification to the Lake Worth Drainage District (LWDD) in the event that approval from any other agency differs from the approval granted by LWDD with respect to encroachments within LWDD Canal rights-of-way.

PERMITS

- 2.22** No signage shall be installed within LWDD Rights-of-Way.
- 2.23** All underground utilities placed within the LWDD's canal rights-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.
- 2.24** The permittee shall ensure that the Lake Worth Drainage District (LWDD) maintains unencumbered access to its right-of-way at all times during the construction of the permitted facilities and after construction.
- 2.25** Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity and any expenses incurred in connection therewith.

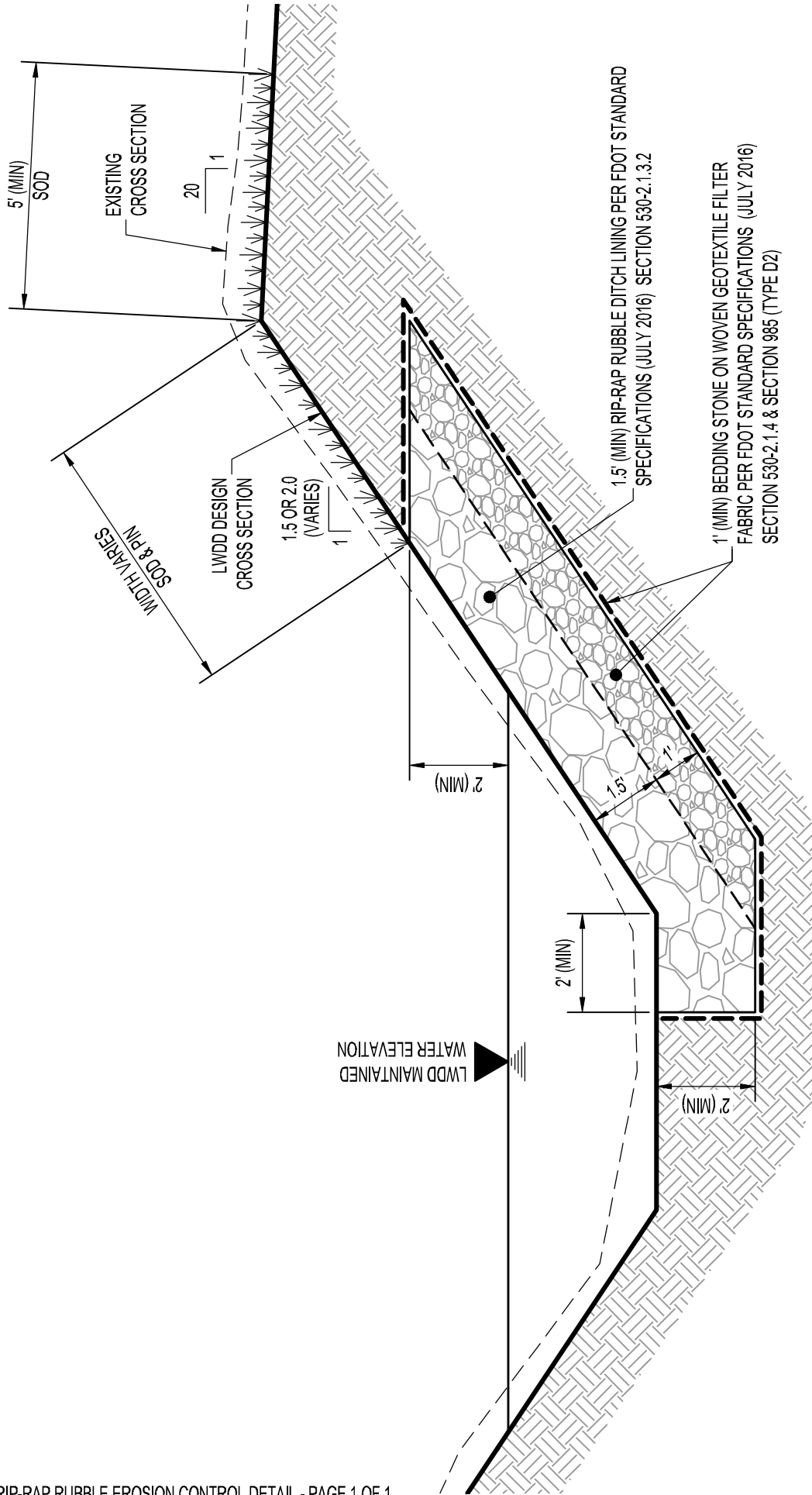
Approved by:

Shawn Mitchell

Shawn Mitchell
Permit Coordinator



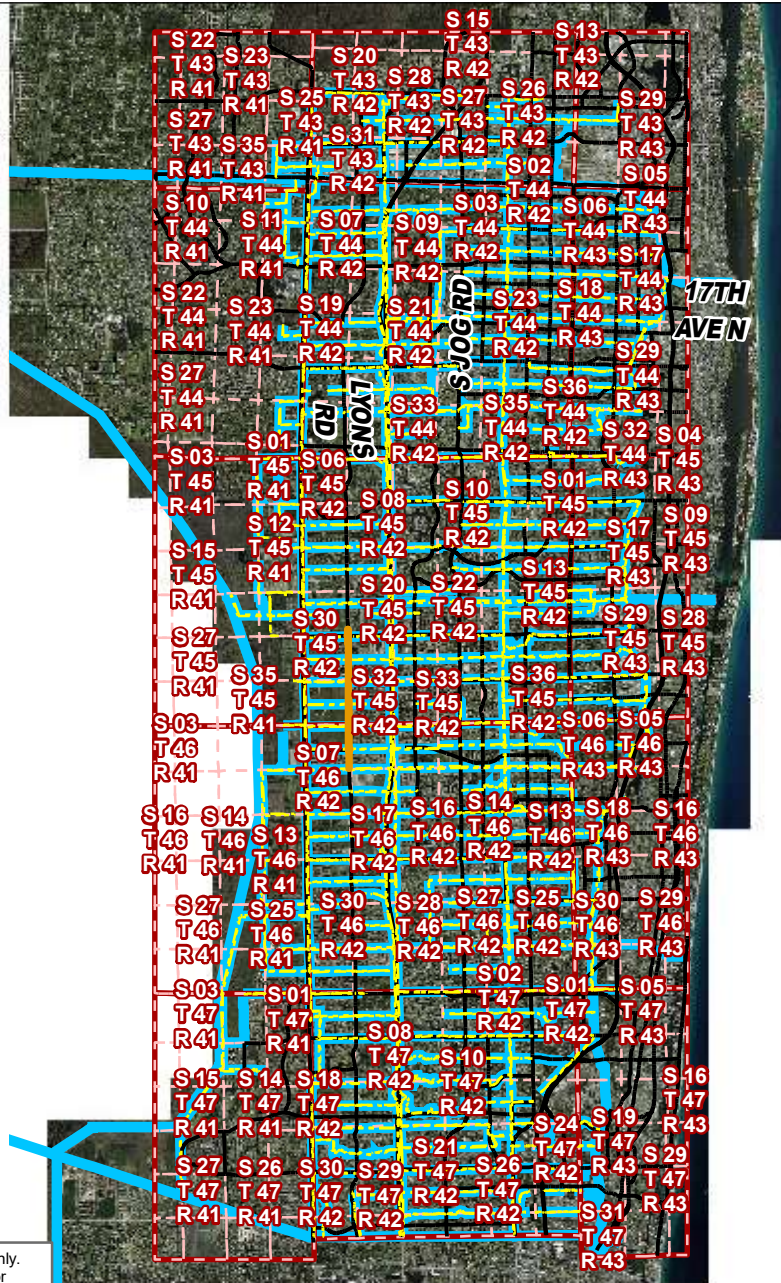
Brian Tilles, P.E.
Director, Right-of-Way Regulation



LWDD RIP-RAP RUBBLE EROSION CONTROL DETAIL

NOT TO SCALE

PERMITS Exhibit Map



Disclaimer: This map is a conceptual or planning tool only. The Lake Worth Drainage District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property. Not a Survey.

Legend

-  Right-of-Way Permit
-  LWDD Canals
-  Township and Range Grid
-  Section Grid
-  Right of Way Lines

Permit Number: RW-24-0111

Record Type: Culvert Crossing

Permittee: Palm Beach County Roadway Production

Application Name: May 24 2nd 15 NAA (Palm Beach County Roadway Production) Lyons Road from Canal 30 to Boynton Beach Blvd.

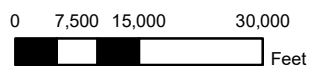
Palm Beach County, FL

Sec/Twp/Rge
31/45/42

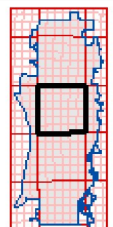
Date
2024-05-13

Latitude (DMS): 26° 30m 24s N
Longitude (DMS): 80° 11m 19s W

State Plane Coordinates
X: 921545.14 Y: 790707.27



Lake Worth Drainage District
13081 S Military Trail
Delray Beach, FL 33484
(561) 498-5363



PERMITS

RW240111__LYONSRD_L30_L24_MOD

Final Audit Report

2026-04-20

Created:	2026-04-20
By:	Shawn Mitchell (smitchell@lwdd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfzzhG0MA4zS2uiMm6J83XFYp0sUqHAd2

"RW240111__LYONSRD_L30_L24_MOD" History

-  Document created by Shawn Mitchell (smitchell@lwdd.net)
2026-04-20 - 7:24:15 PM GMT
-  Document e-signed by Shawn Mitchell (smitchell@lwdd.net)
Signature Date: 2026-04-20 - 7:25:07 PM GMT - Time Source: server
-  Document emailed to Brian Tilles (btilles@lwdd.net) for signature
2026-04-20 - 7:25:10 PM GMT
-  Email viewed by Brian Tilles (btilles@lwdd.net)
2026-04-20 - 8:20:54 PM GMT
-  Document e-signed by Brian Tilles (btilles@lwdd.net)
Signature Date: 2026-04-20 - 8:21:46 PM GMT - Time Source: server
-  Agreement completed.
2026-04-20 - 8:21:46 PM GMT

PERMITS



LAKE WORTH DRAINAGE DISTRICT Right-of-Way Permit

Date Issued: April 20, 2025
Permit No.: **RW-24-0111 (MODIFICATION)**
Permittee: Palm Beach County Roadway Production
2300 North Jog Road
West Palm Beach, FL 33411

Permit Use Type: **Multiple**

Project Description: **Modification of Permit Nos. 03-51R.30 and 05-51R.49 for milling, resurfacing, and widening of Lyons Road from STA. 119+21.40, north of the existing bridge within the L-30 Canal right-of-way, to STA. 279+31.10, north of the L-24 Canal right-of-way at Boynton Beach Boulevard. Extend the existing 10' x 6' box culvert forty-nine (49) linear feet on the west side of Lyons Road within the L-28 Canal. Work includes installation of a new FDOT concrete straight endwall. Regrade the L-28 Canal to Design Section 1131 and stabilize with riprap (rock rubble) in accordance with LWDD details. Transition to existing canal banks. Remove the existing barrier wall along the west side of Lyons Road adjacent to the L-28 Canal. Remove existing sidewalk and construct a new 6-inch-thick concrete sidewalk. Install curb and gutter, including minimum 15-foot drop curbs within LWDD rights-of-way at locations shown on the plans. Install two (2) 2-inch PVC PBC ITS conduits with pull string and tracer (FDOT Index 630-2-11), crossing above culverts within the L-27 through L-24 Canal rights-of-way along the east side of Lyons Road. No new drainage structures are proposed as part of this project. PBC Project No. 2018503. ****NO NEW POLES, SIGNS OR UNPERMITTED ABOVE GROUND STRUCTURES ALLOWED WITHIN LWDD R/W.******

Project Location: LWDD L-30 - L-24 Canals, Lyons Road
Section 31 Township 45 S, Range 42 E

This permit is issued by the Lake Worth Drainage District (LWDD) pursuant to an initial application received on 4/30/2024. The application, including all plans and specifications submitted to LWDD, is by reference made a part hereof.

This permit is a revocable authorization to use or occupy LWDD right-of-way, subject to the general and special conditions contained herein, which the permittee acknowledges and agrees to be bound by acceptance of this permit.

Should the permittee object to any permit conditions, a request to petition the LWDD Board of Supervisors must be submitted in writing no later than 30 days from date of permit issuance. The LWDD Board of Supervisors will consider the petition at the next available Board meeting, providing the petition is received more than 10 business days prior to the next available Board meeting. All petitions should include permittee name, contact information, condition(s) being contested, and explanation of disputed items.

1.0 General Conditions

- 1.1** All structures and/or works located on LWDD rights-of-way constructed by permittee shall remain the property of the permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. It is left to the sole discretion of LWDD to determine if the facilities are being properly maintained. Permittees are advised that other federal, state and local

PERMITS

safety standards may govern the occupancy and use of the LWDD's rights-of-way. The LWDD 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.

- 1.2** Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and 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 LWDD's regulation and 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 LWDD's review and issuance of this permit, including, but not limited to, any field inspections performed by LWDD, 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 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 LWDD staff or representative during the application review and permit issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as LWDD'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.
- 1.3** Permittee agrees to abide by all terms and conditions of this permit, including any representations made on the permit applications and related documents. Permittee agrees to pay all demolition, removal and restoration costs, investigative costs, court costs and reasonably attorney's fees, including appeals, resulting from any action taken by LWDD to obtain compliance with the conditions of the permit or removal of the permitted use. If legal action is taken by LWDD, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.
- 1.4** This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon 30 days prior written notice. LWDD reserves the right to amend the terms and conditions contained herein at any time and for any reason. 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 LWDD's satisfaction. In the event of failure to so comply within the specified time frame, LWDD may remove the permitted use and permittee shall be responsible for all removal and restoration costs. In addition, the permittee agrees and acknowledges that any failure to comply constitutes a violation of section 298.66, Florida Statutes, and LWDD may pursue any and all remedies available under law.
- 1.5** 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 of any other such impairment or disposition of LWDD's property rights. The LWDD approves the permitted use only to the extent of its interest in the works of LWDD. 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 this permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required Permits or other authorizations. However, the LWDD, 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 LWDD owns less than fee.
- 1.6** Unless specifically prohibited or limited by statute, permittee agrees to indemnify, defend and save the LWDD (which used herein includes LWDD and its past, present and/or future employees, agents, representatives, officers and/or Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorney's fees, judgements 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 LWDD'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 acknowledges that LWDD is exempt from liability for personal injury and damages that may occur as a

PERMITS

result of permitted use or activity by virtue of Chapter 2009-258, Laws of Florida. Permittee agrees to provide legal counsel acceptable to the LWDD if requested for the defense of any such claims.

- 1.7** Permittee releases LWDD for any and all damages that may be caused by LWDD to the permitted use, while exercising its responsibilities and obligations of maintenance of its drainage system. The LWDD is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from water fluctuations or flows, or by the use of LWDD's rights-of-way by LWDD or a third party. Improvements placed within the right-of-way are done so at the sole risk of the owner/permittee.
- 1.8** The LWDD is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the LWDD canals or any activities which may include use of contact with water from LWDD canals, since LWDD periodically sprays its canals and/or rights-of-way for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.
- 1.9** The LWDD does not waive sovereign immunity, per section 768.28, Florida Statutes.
- 1.10** As specified by LWDD, permittee shall maintain insurance coverage to the required amounts and limits throughout the duration of the permit.
- 1.11** 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 LWDD including, but not limited to: a) discharging of debris or aquatic weeds into the works of LWDD; b) causing erosion or shoaling within the works of LWDD; c) planting trees or shrubs or erecting structures which limit or prohibit access by LWDD equipment and vehicles, except as authorized by the permit; d) leaving construction or other debris on the LWDD right-of-way or waterway; e) damaging LWDD berms and levees; f) removing of LWDD owned spoil material; g) removing or damaging LWDD locks, gates, and fencing; h) opening of LWDD rights-of-way to unauthorized vehicular access; or i) running or allowing livestock on the LWDD rights-of-way.
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- 1.13** Permittee shall allow, without charge or any interference, the LWDD, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting LWDD's routine and emergency, canal operation, maintenance, and construction activities. To the extent there is a conflicting use, the LWDD's use shall have priority over the permittee's use.
- 1.14** This permit is non-exclusive and revocable. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the LWDD.
- 1.15** If the use involves the construction of facilities for a non-exempt water withdrawal or surface water discharge, the permittee must apply for and obtain the appropriate water management permit before or concurrently with any activities which may be conducted pursuant to this permit.
- 1.16** Permittee authorizes the LWDD to record the permit through filing the appropriate notice in the public records of Palm Beach County. Governmental entities and utilities are not subject to this provision.
- 1.17** Permittee shall be responsible for the repair or replacement of any existing facilities located within the LWDD right-of-way which are damaged as a result of construction or maintenance of the authorized facility.
- 1.18** If determined that the permitted use interferes with LWDD's canal maintenance, operations or rehabilitation efforts, permittee agrees that all or part of the permitted use must be removed and/or reconstructed at permittees expense.
- 1.19** The Permittee, assigns or successors in title shall operate and maintain the permitted facilities in perpetuity, and shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions. As the LWDD has no control over the sale or transfer of real or

PERMITS

personal property, it is the sole obligation of a permittee to disclose the existence of an LWDD right-of-way permit, its terms and conditions to prospective purchasers.

- 1.20** Permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of permit. Within thirty (30) days of any transfer of interest or control of the subject property, the permittee must notify the LWDD in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. All successors and assigns shall be required to apply for a transfer of permit with LWDD within 60 days of obtaining property or facility. LWDD shall have the right to approve in writing the successors and assigns of transfer of any rights or conditions contained in this permit, which approval shall not be unreasonably withheld. Failure to submit a transfer of permit shall be considered a default of the terms and conditions of this permit and LWDD shall have the right to terminate this permit upon 10 days written notice to permittee. Failure to timely transfer the permit will necessitate Permittee, assigns or successors in title to remove all of the facilities and restore LWDD's right-of-way.
- 1.21** This permit is issued by the LWDD as a license to use or occupy LWDD works or lands. It does not create any right of entitlement, either legal or equitable, to the continued use of the LWDD works or lands. Since this permit conveys no right to the continued use of the works or lands, the LWDD is under no obligation to transfer this permit to any subsequent owner. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risks of loss as a result of the revocation of this permit. The permittee, assigns or successors shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred.
- 1.22** Permittee agrees that no other encroachments and/or facilities shall be located within the right-of-way without prior authorization from LWDD.
- 1.23** It shall be the responsibility of the permittee to locate and protect the underground facilities of the LWDD or those of others prior to and during construction.
- 1.24** Permittee shall take the necessary precautions to prevent turbidity and/or silting upstream or downstream during construction.
- 1.25** All unpermitted facilities installed prior to or during construction must be removed prior to the project's final approval.
- 1.26** The permittee must make a copy of this permit available and/or post at the job site prior to and during any construction. Failure to comply may result in suspension of construction.
- 1.27** Permittee agrees that significant construction shall commence within one year and construction be completed within two (2) years from the date of permit issuance or the permit may terminate and a new permit application must be submitted. The new application must meet current operating policies including current applicable fees. Prior to the expiration date, the permittee may submit a request in writing for an extension of time to commence or complete construction.
- 1.28** Permittee or permittee's representative shall notify the LWDD construction inspector at least forty-eight (48) hours prior to any work to be undertaken within LWDD rights-of-way. All underground installations must be inspected prior to backfilling.
- 1.29** No dewatering into LWDD canals is authorized until written notification of approval from South Florida Water Management District has been submitted to LWDD.
- 1.30** Any non-compliance by the permittee of any condition listed herein will result in the termination of this permit, removal of permitted uses or facilities at the permittees expense, and/or LWDD requesting other jurisdictional agencies to withhold their final approvals.
- 1.31** Permittee shall submit record drawings within sixty (60) days of project completion. Drawings shall be signed and sealed by a Florida Professional Engineer and shall include sufficient information to show that the permitted facilities have been installed or constructed in substantial compliance with the plans

PERMITS

and design approved by the LWDD. All elevations shall be referenced to N.G.V.D. 1929 (adjusted). In lieu of signed and sealed record drawings utility cable companies may submit, within sixty (60) days of project completion, a project certification stating that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the LWDD. Failure of the permittee to provide these drawings or certification within the time specified may result in LWDD revoking this permit and requesting that all jurisdictional agencies withhold their final approval until the drawings are received and approved by LWDD.

- 1.32** Special Conditions that are specific to the project site and right-of-way usage shall be incorporated into this permit as may be necessary in the best interest of the LWDD.

PERMITS

2.0 Special Conditions

- 2.1** This permit authorizes the Modification of Permit Nos. 03-51R.30 and 05-51R.49 for milling, resurfacing, and widening of Lyons Road from STA. 119+21.40, north of the existing bridge within the L-30 Canal right-of-way, to STA. 279+31.10, north of the L-24 Canal right-of-way at Boynton Beach Boulevard. Extend the existing 10' x 6' box culvert forty-nine (49) linear feet on the west side of Lyons Road within the L-28 Canal. Work includes installation of a new FDOT concrete straight endwall. Regrade the L-28 Canal to Design Section 1131 and stabilize with riprap (rock rubble) in accordance with LWDD details. Transition to existing canal banks. Remove the existing barrier wall along the west side of Lyons Road adjacent to the L-28 Canal. Remove existing sidewalk and construct a new 6-inch-thick concrete sidewalk. Install curb and gutter, including minimum 15-foot drop curbs within LWDD rights-of-way at locations shown on the plans. Install two (2) 2-inch PVC PBC ITS conduits with pull string and tracer (FDOT Index 630-2-11), crossing above culverts within the L-27 through L-24 Canal rights-of-way along the east side of Lyons Road. No new drainage structures are proposed as part of this project, as represented on the application, plans and/or specifications received on May 03, 2024, and the revised plans received on September 09, 2024. Permit modification plans received on April 20, 2026.
- 2.2** The permit was modified on April 20, 2026, to reflect the extension of the existing 10' x 6' box culvert within the L-28 Canal. This modification supersedes the previous approval to retain the existing culvert as is.
- 2.3** LWDD requires an on-site preconstruction meeting. Permittee or Permittee's representative shall notify the LWDD Engineering Department forty-eight (48) hours prior to any work within LWDD rights-of-way at <https://www.lwdd.net/48-hour-construction-notice>. LWDD area inspector is Oscar Garcia and shall be contacted at 561-819-5592 or ogarcia@lwdd.net
- 2.4** Permittee should retain the services of a licensed Professional Land Surveyor to stake the LWDD right-of-way prior to the construction/installation of any permitted facilities. LWDD retains the right to require the Permittee/Contractor to stake the LWDD right-of-way in the event of a dispute. Any constructed/installed facilities that are inconsistent with the permitted plans will be required to be removed from the LWDD right-of-way and the LWDD right-of-way restored at the Permittee's expense. LWDD will not allow incorrectly installed facilities to remain within the LWDD right-of-way.
- 2.5** The permitted crossings shall be minimum depth of **36"** below the maintenance berm or the depth as depicted on the approved plans, whichever is greater.
- 2.6** Permittee shall provide a report to LWDD every **five years**, prepared and signed and sealed by a professional Florida engineer as to the structural integrity of all culverts and bridge crossing within LWDD Rights-of Way.
- 2.7** Permittee will be responsible for the removal of any silt and/or sediment as indicated in the inspection report submitted to LWDD every five years.
- 2.8** Any abandoned facilities (conduits, lines, boxes, etc.) must be completely removed from LWDD right-of-way concurrent with the installation of the new permitted facilities.
- 2.9** Any other utility crossings including but not limited to FPL, Comcast, AT&T, Irrigation will require a separate permit from LWDD.
- 2.10** Permittee is to construct any sidewalk or pathway that is proposed within LWDD's rights-of-way with **six-inch (6") thick concrete**, or to meet LWDD approved alternate loading and material(s). The LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the permittee.
- 2.11** Pursuant to the approved plans, the permittee shall reconstruct canal(s) to approved design section along and adjacent to the project's limits, including clearing and proper sloping of the maintenance berms. The cleared canal berms and side slopes shall be stabilized. The type of stabilization shall be approved by LWDD. This construction shall be completed prior to any building activity adjacent to LWDD rights-of-way. Please be advised that any fill material scheduled to be removed from the canal may not be relied on for site work.

PERMITS

- 2.12** The permittee, LWDD approved assignees, and/or successors in title agree to operate and maintain the system/facility in perpetuity, including correction of any damages caused as a result of this installation. Pursuant to General Conditions of this permit, the permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of this permit.
- 2.13** The Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system. LWDD reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary based on local, SFWMD, USACE, FDEP and/or EPA standards that are required.
- 2.14** It shall be the responsibility of the Permittee or Permittee's contractor(s) installing the above described facility to maintain the continuous uninterrupted free flow of water in the canal. It shall further be the duty of the Permittee to obtain the approval of LWDD for any construction methods, which would be contrary to the above. The Permittee shall also be responsible for the installation of silt screens and/or turbidity barriers as necessary to maintain the clarity of the water. PERMITTEE'S FAILURE TO COMPLY WITH WRITTEN NOTICE OF A VIOLATION OF THE CONDITIONS OF THIS PERMIT SHALL, AFTER FIVE (5) WORKING DAYS, AUTOMATICALLY WITHOUT FURTHER NOTICE VOID THIS PERMIT, BUT NOT THE PERMITTEE'S LIABILITY INVOLVED HEREIN. ANY BOND CONDITIONED BY THIS PERMIT SHALL BE UTILIZED FOR THE RESTORATION OF ANY DAMAGES DONE TO THE CANAL RIGHT-OF-WAY BY THE PERMITTEE OR THE PERMITTEE'S CONTRACTOR(S).
- 2.15** Permittee agrees that the stormwater discharge authorized by this permit shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules, including but not limited to, 40E-4.301, 40E-400.215, and 40E-400.315, Florida Administrative Code, and Section 5.2 of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT Basis of Review. All costs of correcting any violations of SOUTH FLORIDA WATER MANAGEMENT DISTRICT law and rules shall be the exclusive obligation of Permittee.
- 2.16** Where improvements are erected on lots or parcels contiguous to LWDD canals, the permittee shall install gutters and downspouts eliminating surplus water overland flow, assuring the route of said water into the on-site drainage facility and/or storm sewer system.
- 2.17** In the event it becomes necessary for LWDD to expand or further utilize its facilities within its right-of-way, the permittee shall after reasonable notice (the same not to exceed sixty (60) days), effect such removal of the permitted facility as LWDD may reasonably require from time to time so as to allow and not delay LWDD canal or right-of-way improvements and further, the permittee shall maintain in good safe operating condition the facility permitted and involved herein.
- 2.18** Permittee may, at its sole expense, modify the facility involved and installed herein under the condition that same does not unreasonably interfere with LWDD's use of its right-of-way and under the condition that the plans and specifications for such modification have been permitted by LWDD through application of a permit modification.
- 2.19** This permit is issued based on the applicant's submitted information which reasonably demonstrates that no adverse water resource related impacts will be caused by the completed permit activity. Should it be determined that adverse impacts caused by the completed surface water management system have taken place, including the discharge of nutrient concentrations to canals that cause an imbalance in natural populations of aquatic flora and fauna, then LWDD shall require the permittee to develop a source control plan [i.e. consisting of chemical treatment and/or implementation of best management practices (BMPs)]. Additionally, LWDD may require the permittee to modify the permit in order to implement components of the source control plan.
- 2.20** Permittee shall obtain any and all permits required by any governmental agency and/or municipality that may be involved, prior to the commencement of any construction.
- 2.21** Permittee shall be required to submit a permit modification to the Lake Worth Drainage District (LWDD) in the event that approval from any other agency differs from the approval granted by LWDD with respect to encroachments within LWDD Canal rights-of-way.

PERMITS

- 2.22** No signage shall be installed within LWDD Rights-of-Way.
- 2.23** All underground utilities placed within the LWDD's canal rights-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.
- 2.24** The permittee shall ensure that the Lake Worth Drainage District (LWDD) maintains unencumbered access to its right-of-way at all times during the construction of the permitted facilities and after construction.
- 2.25** Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity and any expenses incurred in connection therewith.

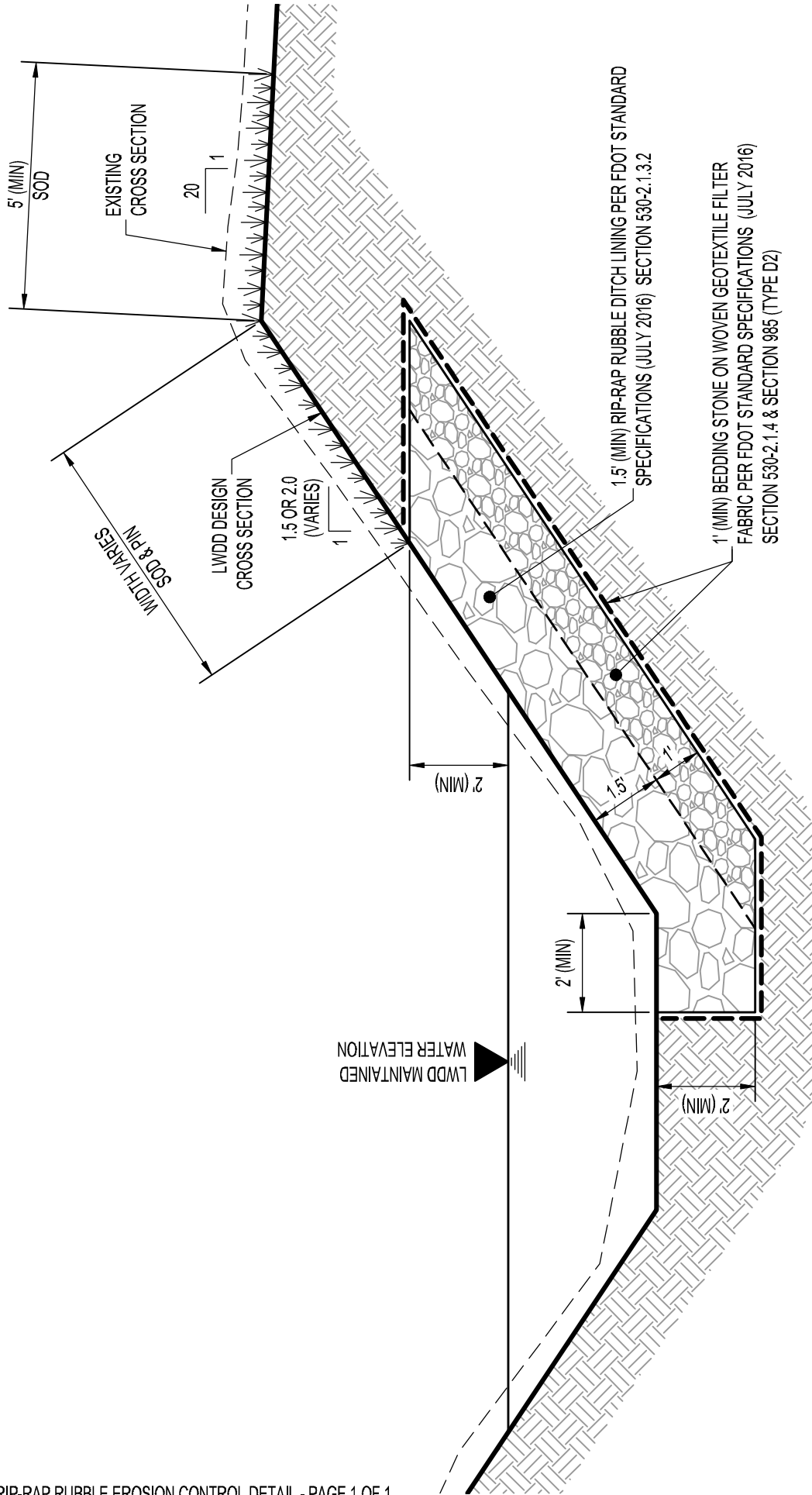
Approved by:

Shawn Mitchell

Shawn Mitchell
Permit Coordinator



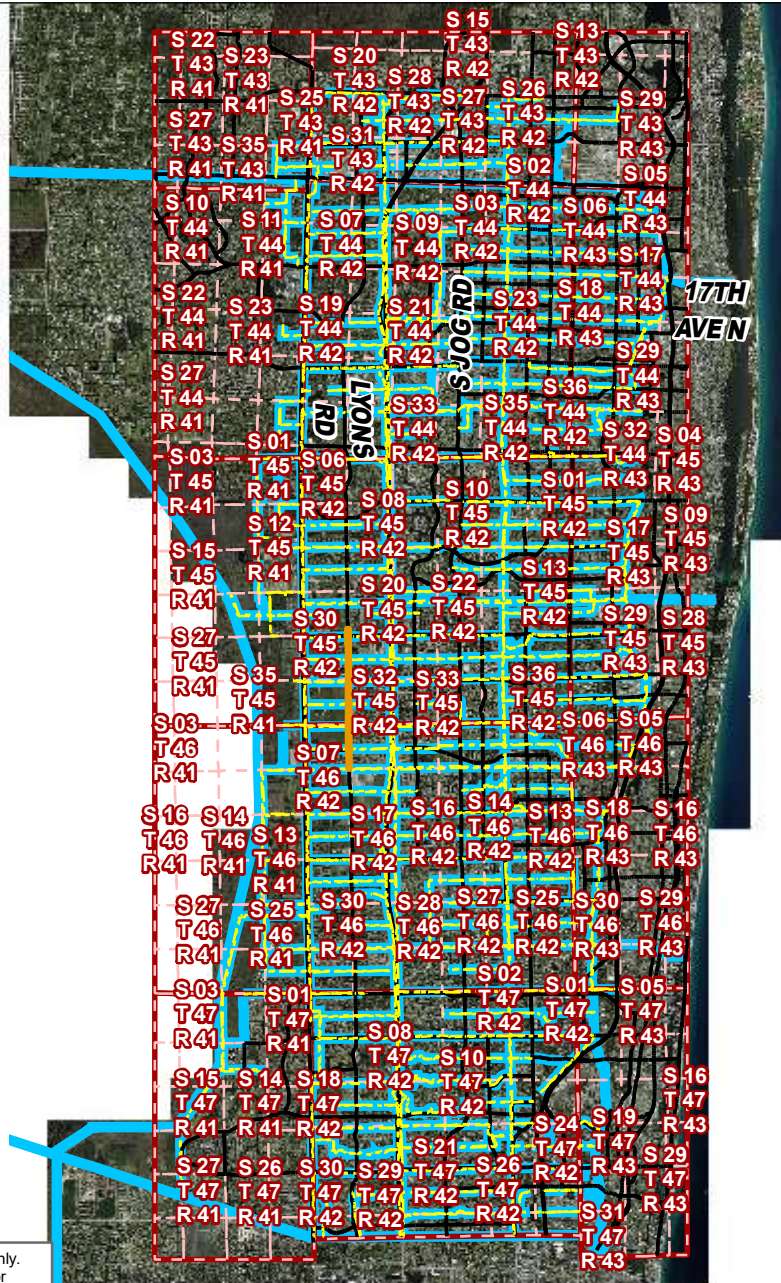
Brian Tilles, P.E.
Director, Right-of-Way Regulation



LWDD RIP-RAP RUBBLE EROSION CONTROL DETAIL

NOT TO SCALE

PERMITS Exhibit Map



Disclaimer: This map is a conceptual or planning tool only. The Lake Worth Drainage District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property. Not a Survey.

Legend

-  Right-of-Way Permit
-  LWDD Canals
-  Township and Range Grid
-  Section Grid
-  Right of Way Lines

Permit Number: RW-24-0111

Record Type: Culvert Crossing

Permittee: Palm Beach County Roadway Production

Application Name: May 24 2nd 15 NAA (Palm Beach County Roadway Production) Lyons Road from Canal 30 to Boynton Beach Blvd.

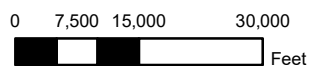
Palm Beach County, FL

Sec/Twp/Rge
31/45/42

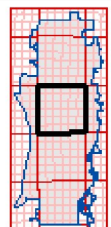
Date
2024-05-13

Latitude (DMS): 26° 30m 24s N
Longitude (DMS): 80° 11m 19s W

State Plane Coordinates
X: 921545.14 Y: 790707.27



Lake Worth Drainage District
13081 S Military Trail
Delray Beach, FL 33484
(561) 498-5363



PERMITS

RW240111__LYONSRD_L30_L24_MOD

Final Audit Report

2026-04-20

Created:	2026-04-20
By:	Shawn Mitchell (smitchell@lwdd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfzzhG0MA4zS2uiMm6J83XFYp0sUqHAd2

"RW240111__LYONSRD_L30_L24_MOD" History

-  Document created by Shawn Mitchell (smitchell@lwdd.net)
2026-04-20 - 7:24:15 PM GMT
-  Document e-signed by Shawn Mitchell (smitchell@lwdd.net)
Signature Date: 2026-04-20 - 7:25:07 PM GMT - Time Source: server
-  Document emailed to Brian Tilles (btilles@lwdd.net) for signature
2026-04-20 - 7:25:10 PM GMT
-  Email viewed by Brian Tilles (btilles@lwdd.net)
2026-04-20 - 8:20:54 PM GMT
-  Document e-signed by Brian Tilles (btilles@lwdd.net)
Signature Date: 2026-04-20 - 8:21:46 PM GMT - Time Source: server
-  Agreement completed.
2026-04-20 - 8:21:46 PM GMT

850-040-89
MAINTENANCE
OGC – 11/25
Page 1 of 5

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the State of Florida, Department of Transportation, 3400 W. Commercial Blvd. Fort Lauderdale, FL 33309 (hereinafter referred to as the “DEPARTMENT”) and Palm Beach County 2300 Jog Road, 3RD Floor, West Palm Beach, FL 33411 (hereinafter referred to as the “Construction Coordinator”).

PERMITS

the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

PERMITS

15. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.
16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

PERMITS

30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.
32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
 - B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

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

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

PERMITS

850-040-89
MAINTENANCE
OGC – 11/25
Page 5 of 5

CONSTRUCTION COORDINATOR CONTACT INFORMATION:

Name Albert Hoffman Title Director Construction Coordination
Office No. 561-684-4180 Cell _____ Email AWHoffman@pbc.gov
Address 2300 N. Jog Road, 3rd Floor, West Palm Beach, FL 33411
or William Tanto, Chief Construction Coordinator, 561-684-4180, Wtanto@pbc.gov

DEPARTMENT CONTACT INFORMATION:

Name Johnny Blakeney Title Permits Manager
Office No. 561-370-1173 Cell 561-978-5740 Email Johnny.Blakeney@dot.state.fl.us
Address 7900 Forest Hill Blvd., West Palm Beach, FL 33413

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

Joanne M. Keller, P.E. (Print Name)

Deputy County Engineer (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

Antonio Castro, P.E. (Print Name)

District Maintenance Engineer (Title)

_____ (Date)

Legal Review:

OSBD FORMS

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)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
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 FORMS

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.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Print Name of Prime

By: _____

Authorized Signature

Print Name

Title

Date: _____

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Print Name

Title

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 FORMS

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.

Name of 2nd/3rd tier Subcontractor/subconsultant Price or Percentage: _____

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>

OSBD FORMS

Palm Beach County
Office of Equal Business Opportunity
Subcontracting Goal – Waiver Request Form

PROJECT 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>

OSBD FORMS

☐ 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>

OSBD FORMS



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: **LYONS ROAD NORTH OF LAKE WORTH
DRAINAGE DISTRICT (LWDD) L-30 CANAL TO
BOYNTON BEACH BOULEVARD & LYONS
ROAD AND BOYNTON BEACH BOULEVARD
INTERSECTION IMPROVEMENTS
PALM BEACH COUNTY PROJECT NO. 2018503 &
2020110**

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:

PROPOSAL FORM

BID PROPOSAL LYONS ROAD FROM LWDD L-30 CANAL TO BOYNTON BEACH BOULEVARD and LYONS ROAD AND BOYNTON BEACH BOULEVARD INTERSECTION IMPROVEMENTS CONTRACT PBC PROJECT # 2018503 & 2020110						
#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
ROADWAY ITEMS						
1	0101 1	Mobilization	1	LS		
2	0102 1	Maintenance of Traffic (Including Ped. MOT)	1	LS		
3	0110 1 1	Clearing and Grubbing	1	LS		
4	104 11	Floating Turbidity Barrier	1,200	LF		
5	0104 18	Inlet Protection System	84	EA		
6	0120 1	Regular Excavation	22,865	CY		
7	0120 6	Embankment (Compacted In Place)	2,062	CY		
8	N/A	Canal Excavation	287	CY		
9	N/A	Canal Embankment(Compacted In Place)	359	CY		
10	0285 713	Optional Base, Base Group 13	38,274	SY		
11	0285 713	Optional Base, Base Group 2	55	SY		
12	0327 70 1	Mill Existing Asphalt Pavement, 1" Avg Depth	114,091	SY		
13	0334 1 13	Superpave Asphalt Concrete (Traffic C)(1.5")	3,976.14	TN		
14	0337 7 82	Asphalt Concrete Friction Course (1.0") (FC-9.5)	8,719.88	TN		
15	0339 1	Miscellaneous Asphalt Pavement	101.7	TN		
16	0400 4 1	Concrete Class IV, Culverts	78.4	CY		
17	0415 1 1	Reinforcing Steel-Roadway	15,390	LB		
18	0425 1311	Inlets (Curb) (Type P-1)	1	EA		
19	0425 1341	Inlets (Curb) (Type P-4) (<10')	1	EA		
20	0425 1351	Inlets (Curb) (Type P-5) (<10')	8	EA		
21	0425 1355	Inlets (Curb) (Type P-5) (Partial)	12	EA		
22	0425 1361	Inlets (Curb) (Type P-6) (<10')	3	EA		
23	0425 1365	Inlets (Curb) (Type P-6) (Partial)	19	EA		
24	0425 1525	Inlets (Ditch Bottom) (Type C) (Partial)	1	EA		
25	0425 1545	Inlets (Ditch Bottom) (Type D) (Partial)	3	EA		
26	0425 2 41	Manholes (Type P-7) (10')	1	EA		
27	0425 2 43	Manhole Type P-7 (Partial)	7	EA		
28	0425 4	Adjust Inlets	3	EA		
29	425 5	Adjust Drainage Manhole	3	EA		
30	N/A	Yard Drain	19	EA		
31	0430 17 4118	HDPE (18" SD)	10	LF		
32	0430 17 5112	Concrete Pipe Culvert (12")	112	LF		
33	0430 17 5118	Concrete Pipe Culvert (18" S/CD)	102	LF		
34	N/A	Storm Sewer Pumping (Exist.) (24" or Less) (See Sp's)	8,259	LF		
35	N/A	Storm Sewer Pumping (Exist.) (>24" to 48") (See Sp's)	7,292	LF		
36	0443 70 3	French Drain, 18" (HDPE)	370	LF		
37	0520 1 10	Concrete Curb & Gutter (Type F)	42,812	LF		
38	N/A	Engraving of Curb Face (See Sp's)	8	EA		
39	N/A	Color Treated Stamped Concrete	923	SY		
40	0522 1	Concrete Sidewalk (4" Thick)	1,044	SY		
41	0522 2	Concrete Sidewalk & Driveway (6" Thick)	517	SY		
42	0570 1 2	Sodding	40,782	SY		
43	0530 3 3	Riprap, Rubble, Bank and Shore	142	TN		
44	0536 1 1	Guardrail - Roadway	4,100	LF		
45	0536 85 20	Guardrail End Treatment-Trailing Anchorage	2	EA		

PROPOSAL FORM

BID PROPOSAL LYONS ROAD FROM LWDD L-30 CANAL TO BOYNTON BEACH BOULEVARD and LYONS ROAD AND BOYNTON BEACH BOULEVARD INTERSECTION IMPROVEMENTS CONTRACT PBC PROJECT # 2018503 & 2020110						
#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
46	0536 85 24	Guardrail End Treatment-Parralel Approach Terminal	2	EA		
47	0630 2 11 2A	2 - 2" PVC Conduits (Sch 40) (Open Trench)	10,019	LF		
48	0630 2 12 2 2	2 - 2" PVC Conduits (Sch 40) (Directional Bore)	1,555	LF		
49	633-1-121	Fiber Optic Cable (F&I) (Underground) (2-12 FSM Fibres)	1,000	LF		
50	0633 1122	Fiber Optic Cable (F&I) (Underground) (13-48 Fibers)	18,300	LF		
51	633-2-31	Fiber Optic Connection (Install) (Splice)	5	EA		
52	633-3-12	Fiber Optic Connection Hardware (F&I) (Splice Tray)	5	EA		
53	0635-2-11	Pull Box (Small) (17" x 30" x 24"D)	17	EA		
54	0635-2-15	Pull Box (Large) (30" x 48" x 24"D)	9	EA		
55	0676 2300	Its Cabinet (Hub) (Install)	1	EA		
SUBTOTAL (ROADWAY)						
CONTINGENCY ITEMS						
56	0102 14	Traffic Control Officer (Non MOT)	60	HR		
57	0102 99	Changeable (Variable Message) Sign (Non MOT)	11	ED		
58	0121 70	Flowable Fill	52	CY		
59	N/A	Storm Sewer Cleaning (Exist.) (24" or Less) (See Sp's)	8,269	LF		
60	N/A	Storm Sewer Cleaning (Exist.) (> 24" to 48") (See Sp's)	7,292	LF		
61	N/A	Box Culvert Cleaning (Exist.) (10' x 6')	98	LF		
62	N/A	Support Existing Utilities During Proposed Utilities/Drainage Installation	700	LF		
SUBTOTAL (CONTINGENCY)						
SIGNALIZATION ITEMS						
63	630-2-11-2A	Additional 2" PVC (Sch 40) Conduit (In Open Trench)	85	LF		
64	630-2-12-2-4	4-2" (HDPE SDR 11) Under Pavement Conduit (Directional Bore)	365	LF		
65	632-7-4	Signal Cable (Adjust)	1	PI		
66	632-7-6	Signal Cable, Remove - In Intersection, adjust	1	PI		
67	635-2-12-A	Pull Box (17" x 30" x 12"D) Heavy Duty Covers (Tier 22)	10	EA		
68	639-1-121	Electrical Power Service (F&I) (Underground) Meter Furnished By Power Company	1	AS		
69	639-3-11	Electrical Service Disconnect (F&I) Pole Mount	1	EA		
70	641-1-12-16	Prestressed Concrete Pole, F&I, 16' Type P-II Service Pole	1	EA		
71	641-2-80	Concrete Pole Removal - Deep (Includes Pole And Complete Removal of the Pole Foundation Depth of Up To 25 Feet) Includes Disposal of Pole When Instructed by Engineer	2	EA		
72	646-1-11	Aluminum Signals Pole, Pedestal	3	EA		
73	646-1-60	Aluminum Signals Pole, Remove	3	EA		

PROPOSAL FORM

BID PROPOSAL LYONS ROAD FROM LWDD L-30 CANAL TO BOYNTON BEACH BOULEVARD and LYONS ROAD AND BOYNTON BEACH BOULEVARD IMPROVEMENTS CONTRACT PBC PROJECT # 2018503 & 2020110						
#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
74	649-22-1L	Mast Arm Assembly with Street Light, Furnish and Install On Existing Foundation, Single Arm 30' (A30/S-P1/S/L)	1	EA		
75	649-22-6L	Mast Arm Assembly with Street Light, Furnish and Install On Existing Foundation, Single Arm 50' (A50/S-P3/S/L)	1	EA		
76	649-22-21L-HD	Mast Arm Assembly with Street Light, Furnish and Install On Existing Foundation, Single Arm 70' Heavy Duty (A70/S-P5/S/L-Hd)	1	EA		
77	649-2-12-40	Drilled Shaft Foundation Assembly, 12' Deep and 4.0' Diameter, Furnish and Install (Ds/12/4.0)	1	EA		
78	649-2-12-45	Drilled Shaft Foundation Assembly, 12' Deep and 4.5' Diameter, Furnish and Install (DS/12/4.5)	1	LF		
79	649-2-16-50	Drilled Shaft Foundation Assembly, 16' Deep and 5.0' Diameter, Furnish and Install (DS/16/5.0)	1	EA		
80	649-2-16-50-AD	Additional Depth for Drilled Shaft Foundation Assembly, 20' Deep and 5.0' Diameter, Furnish and Install (Ds/20/5.0)	4	LF		
81	650-1-13	Vehicular Traffic Signal, Furnish & Install, Aluminum, 3 Section, 1 Way	7	AS		
82	650-1-14	Vehicular Traffic Signal, Furnish & Install Aluminum, 4 Section, 1 Way	2	AS		
83	653-191	Pedestrian Signal - Count Down (1-Way) Aluminum	2	EA		
84	653-192	Pedestrian Signal - Count Down (2-Way) Aluminum	3	EA		
85	660-1-109	Loop Detector Inductive, F&I, Type 9	21	EA		
86	660-2-106-B	Loop Assembly (Type F - 46')	21	EA		
87	665-1-11	Pedestrian Detector, Furnish & Install, Standard	4	EA		
88	690-80	Remove Span Wire Assembly	1	PI		
89	700-5-22	Internally Illuminated Sign (8') Fluorescent	3	EA		
90	715-11-211-L2	Furnish And Install 263 Watt Cobra Head LED Luminaire	3	EA		
SUBTOTAL (SIGNALIZATION)						
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 costs for Maintenance of Traffic (MOT) and mobilization shall be considered incidental to, and shall be included in, unit prices for the pay items.				
2	All	All items shall include cost to furnish and install unless otherwise noted.				
3	All	FDOT Item numbers are for reference only.				

PROPOSAL FORM

PROJECT NO. 2018503 & 2020110

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 eight hundred twenty day [820]*) 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: _____

PROPOSAL FORM

CONTRACTOR CERTIFICATION

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

FROM

ROADWAY CONSTRUCTION SITES

Lyons Road from LWDD L-30 Canal to Boynton Beach Boulevard, Lyons Road and Boynton
Beach Boulevard Intersection Improvements
PALM BEACH COUNTY PROJECT NO. 2018503 & 2020110

“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: **LYONS ROAD NORTH OF LAKE WORTH DRAINAGE DISTRICT (LWDD) L-30 CANAL TO BOYNTON BEACH BOULEVARD & LYONS ROAD AND BOYNTON BEACH BOULEVARD INTERSECTION IMPROVEMENTS, PROJECT NO. 2018503 & 2020110**, 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)

_____ (Signature)	By: _____ (Principal)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)

ATTEST: (Seal)

_____ (Signature)	By: _____ (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____,

(SEAL)

(Signature)

(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.

(Stamp/Seal)

(Notary Signature)
Notary Public, State of _____

(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

CONTRACTOR:

Kathleen O. Farrell, P.E.
Acting Director of Roadway Production

(Corp. Seal)

ATTEST WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

CONTRACT

{SIGNATURE PAGES CONTINUED}

ATTEST:

Shannon Ramsey-Chessman
Clerk of the Circuit Court and
Comptroller Ad Interim

COUNTY / OWNER:

Palm Beach County, a Political Subdivision
of the State of Florida, by and through its
Board of County Commissioners

Deputy Clerk

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.: 2018503 & 2020110

DESCRIPTION OF WORK: Widening of Lyons Road from 2 lane with a median to 4 lane with
a median. Construction of traffic signals at Sen. Joe Abbruzzo Blvd
and Lyons Road and modification of the signal at Lyons Road and
Boynton Beach Blvd.

PROJECT LOCATION Lyons Road from LWDD L-30 Canal to Boynton Beach Boulevard,
Lyons Road and Boynton Beach Boulevard Intersection

LEGAL DESCRIPTION: No legal description is available. The best description available is
as indicated on the Project Location above.

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

PUBLIC CONSTRUCTION BOND

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:	Lyons Road from LWDD L-30 Canal to Boynton Beach Boulevard, Lyons Road and Boynton Beach Boulevard Intersection Improvements
Project No.:	2018503 & 2020110
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:	Propel Engineering
Location of Firm:	2711 N Vista Parkway, Suite B-7, West Palm Beach, FL 33411
Phone:	561-866-5730

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
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.

PUBLIC CONSTRUCTION BOND

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:

(Signature)

By: _____
(Principal)

(Print Name)

(Print Name)

(Title)

(Title)

(Seal)

ATTEST:

(Signature)

By: _____
(Surety)

(Print Name)

(Print Name)

(Title)

(Title)

PUBLIC CONSTRUCTION BOND

PROJECT NO.: 2018503 & 2020110

DESCRIPTION OF WORK: Widening of Lyons Road from 2 lane with a median to 4 lane with a
median. Construction of traffic signals at Sen. Joe Abbruzzo Blvd and
Lyons Road and modification of the signal at Lyons Road and Boynton
Beach Blvd.

PROJECT LOCATION: Lyons Road from LWDD L-30 Canal to Boynton Beach Boulevard,
Lyons Road and Boynton Beach Boulevard Intersection Improvements

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

Lyons Road from LWDD L-30 Canal to Boynton Beach Boulevard, Lyons Road and Boynton Beach Boulevard Intersection Improvements
PALM BEACH COUNTY PROJECT NO. 2018503 & 2020110

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: _____

CHANGE ORDER

☐ Owner Initiated	☐ Quantity Overruns/Underruns
☐ Differing Site Conditions	☐ Request By Another Agency/Outside Party:
☐ Zoning/Code/Ordinance Changes	
☐ Errors/Omissions/In Design	☐ 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 "D" - Certificate of Insurance

Attachment "B" - Bond Rider

Attachment "E" - Change Order History

Attachment "C" - EBO Schedules

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 Lyons Road from LWDD L-30 Canal to Boynton Beach Boulevard, Lyons Road and Boynton Beach Boulevard Intersection Improvements (Project), Project Number 2018503 & 2020110 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

(Contractor) (Seal)

By: _____
(Signature) (Printed Name and Title)

(Surety) (Seal)

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

Print Name

BY

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)
CONST-10

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)