REGULAR MEETING BOARD OF SUPERVISORS AGENDA
Wednesday, January 28, 2026 – 6:00 pm
ADMINISTRATIVE BUILDING
13476 61ST STREET NORTH
WEST PALM BEACH, FL 33412
HYBRID FORMAT: IN-PERSON (LIMITED SEATING)
VIA ZOOM: WWW.INDIANTRAIL.COM THEN CLICK [JOIN LIVE MEETING]

AGENDA

NOTICE: Change to Public Comment

The District is transitioning to Public Comment accepted within the interactive Agenda on-line, There will be a QR Code next to Agendas at the Meeting that will take you to the interactive Agenda to input your Public Comment on Agenda Items. as well as, during Public Input for Non-Agenda Items. You can submit your comments using the interactive Agenda before and during the Meeting. Email info@indiantrail.com by 2:00pm the day before the Meeting for assistance.

NOTICE: Code of Civility

Persons attending the Board Meeting are subject to the District's Code of Civility. If there is a violation, one verbal warning will be given. If the violation continues, attendee will be escorted out of the meeting and off of District Property. Please see Attachment to this Agenda for Code of Civility in its entirety.

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. WELCOMING REMARKS

4.1 President's Welcoming Remarks

Residents are encouraged to go to the District Website www.indiantrail.com for updated Meeting information.

4.2 Supervisor's Welcoming Remarks (1 minute each)

Each Supervisor has the opportunity to take one minute to make welcoming remarks.

5. AGENDA APPROVAL

5.1 Agenda Approval - Additions, Deletions, Substitutions

Motion to approve Agenda (as presented, as amended)

6. PRESENTATIONS

6.1 M1 Impoundment Expansion Project

Presentation and Discussion regarding the M1 Impoundment Expansion Project and Multi-jurisdictional Partnerships.

6.2 Economic Outlook

Economic Conditions and U.S. Bond Market Outlook by Nate Eckloff and Andrew Ma of Piper, Sandler & Co.

7. SUPERVISOR BUSINESS (Discussion Only)

8. REGULAR AGENDA

8.1 Bid Award - M0 Canal Outfall Structure

MOTION TO: (1) **Receive and File** the Six (6) complete responses to the ITB; (2) **Waive** any minor irregularities in Bid not involving price, scope or schedule; (3) **Award** a contract to the lowest bid from a responsive and responsible bidder, Ferreira Construction Company, Inc., in the amount of $1,348,603.62 (4) **Direct Staff** to prepare a contract (subject to Legal Review); and (5) **Authorize** the President to execute the contract.

8.2 Bid Award - Coconut Park Pier

MOTION TO: (1) **Receive and File** the Three (3) complete responses to the ITB; (2) **Waive** any minor irregularities in Bid not involving price, scope or schedule; (3) **Award** a contract to the lowest bid from the responsive and responsible bidder, SoCal Shaker Plates & Construction Site Services LLC dba National General Construction, in the amount of $246,000.00 (4) **Direct Staff** to prepare a contract (subject to Legal Review); and (5) **Authorize** the President to execute the contract.

8.3 Canal Designation and Classification

Motion to approve District Canal Designation and Classification, as presented.

9. INTERGOVERNMENTAL UPDATES AND PERMITS

10. PUBLIC INPUT (Non-Agenda Items) No Later than 7:30 PM

11. FACILITIES, PARKS & RECREATION AGENDA

11.1 Amend PBC Agreement for ACPS

Second Amendment to Infrastructure Surtax Funding Agreement Between Palm Beach County and Indian Trail Improvement District.

11.2 For 143 Mind Body and Spirit

Motion to approve 143 Mind Body and Spirit's 6-month permit request to host their Wellness Wednesdays at Hamlin House, subject to staff and legal review.

11.3 For Divine N Corp dba That's Amore

Motion to approve Divine N Corp dba That's Amore's permit request to use the Citrus Grove Park for their pop-up food truck nights, subject to staff and legal review.

11.4 or Frank Ceraso's 5K Ruck/Walk

Motion to approve Frank Ceraso's permit request to host his Free 5K Community Ruck/Walk for a Stronger Community event, subject to staff and legal review. **OR**
Motion to deny Frank Ceraso's permit request to host his Free 5K Community Ruck/Walk for a Stronger Community event.

11.5 For Acreage Adult Softball

Motion to approve Acreage Adult Softball's permit request to host their league at Acreage Community Park, subject to staff and legal review. **OR**
Motion to deny Acreage Adult Softball's permit request to host their league at Acreage Community Park.

11.6 For Florida Sports Leagues

Motion to approve Florida Sports League's permit request to host their league at Acreage Community Park South Expansion, subject to staff and legal review. **OR**
Motion to deny Florida Sports League's permit request to host their league at Acreage Community Park South Expansion.

11.7 Outpost Athletics League Corp.

Motion to approve Outpost Athletics League Corp. permit request to host their league at Acreage Community Park, subject to staff and legal review. **OR**
Motion to deny Outpost Athletics League Corp. permit request to host their league at Acreage Community Park.

11.8 Court Resurfacing Temple Park

Discussion and Consideration of a Complete Renovation of the Tennis Court and Basketball Court at Temple Park.

11.9 Equestrian Trail Update

Discussion Item.

12. CONSENT AGENDA

Motion to approve Consent Agenda Items: 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, and 12.8.

12.1 Approval: SP-0620 FPL

Motion to approve SP-0620 with conditions and attachments.
(SP-0620 FPL 1 Hand Hold 2 Under Ground 5 Pole Removals)

12.2 Approval: SP-0619 MCI

Motion to approve SP-0619 with conditions and attachments.
(SP-0619 MCI Directional Bore at Okeechobee)

12.3 Approval: SP-0621 FPL

Motion to approve SP-0621 with conditions and attachments.
(SP-0621 FPL 3 Hand Holds 75th LN N)

12.4 Approval: SP-0622 FPL

Motion to approve SP-0622 with conditions and attachments.
(SP-0622 FPL Remove and Install 9 Power Poles, Remove and Install 7 Down Guys)

12.5 Approval: SP-0623 FPL

Motion to approve SP-0623 with conditions and attachments. (SP-0623 FPL Install 1 Pole 16577 Orange)

12.6 Approval: SP-0624 FPL

Motion to approve SP-0624 with conditions and attachments. (SP-0624 FPL Remove 1 Pole Install 1 Hand Hold 13966 76RD N.)

12.7 Approval: SP-0626 FPL

Motion to approve SP-0626 with conditions and attachments. (SP-0626 FPL Transfer Overhead Facilities onto Pole 13722 80th Ln N)

12.8 Approval: SP-0625 FPL

Motion to approve SP 0625 with conditions and attachments. (SP-0625 FPL Remove Pole 12032 Orange)

12.9 Final Change Odr Turf Field

Motion to approve Final Change Order from LTG Sports Turf One, LLC in the amount of $81,971.00.

13. STAFF PRESENTATIONS (No Action Required)

13.1 Notice of RFP, RFQ, & Grants

Notice of Request for Proposal (RFP), Request for Qualifications (RFQ), and Potential Grants.

14. REPORTS (Receive and File)

14.1 District Attorney Report

14.2 Monthly Engineer Report

14.3 Assistant Executive Director Report

14.4 Finance Report

14.5 Stormwater Report

14.6 Roads and Sidewalks Report

14.7 Parks and Recreation Report

14.8 Records Requests

14.9 Resident Correspondence

14.10 Meeting Notice

15. ADJOURNMENT

AGENDA ITEM NO. 8.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Contracts/Agreements/Leases
AGENDA SECTION:	REGULAR AGENDA
SUBJECT:	Bid Award - M-0 Canal Outfall Structure

BACKGROUND:

The District was awarded a Resilient Florida Grant of $630,853.00 with a match of $630,853.00 for a project total of $1,261,706.00. The District was delayed due to application for the required Army Corps of Engineering (ACE) Permit. Once the ACE Permit was received the District went out for bid. The Project has a hard deadline of June 2026 for project completion because the Grant cannot be extended.

Since an Invitation to Bid (ITB) must be awarded, if at all, exclusively to the Lowest Bid from a Responsible, Responsive Bidder, a Selection Committee is not required. The Board of Supervisors can directly review the information provided by and recommendation of Staff to award the Bid to Ferreira Construction Company, Inc.

If the Board concludes for some reason that it is not in the District's best interest to award the bid at this time, it should withdraw and cancel the bid entirely.

If for some reason, the District is unable to negotiate a contract with Ferreira Construction Company, Inc., within 15 days, the matter may be returned to the Board with a recommendation to withdraw the offer, and either award the bid to the next lowest bid to Loren Jock Trucking, Inc. or withdraw and cancel the bid entirely.

All Bid Responses submitted are available upon request.

FISCAL IMPACT:

$1,348,603.62 - Total Project Cost
$630,853.00 - Grant Award (Reimbursement)
$717,750.60 - District Cost

RECOMMENDATION:

MOTION TO: (1) **Receive and File** the Six (6) complete responses to the ITB; (2) **Waive** any minor irregularities in Bid not involving price, scope or schedule; (3) **Award** a contract to the lowest bid from a responsive and responsible bidder, Ferreira Construction Company, Inc., in the amount of $1,348,603.62 (4) **Direct Staff** to prepare a contract (subject to Legal Review); and (5) **Authorize** the President to execute the contract.

ATTACHMENTS:

2026-0115 - Bid Opening Announcement - Minutes.pdf
Bid Tabulation (Downloaded 01-15-2026 at 2.19 PM).pdf
Comparison Chart of the Four Lowest Bidders.pdf
2025_1114_M-0 Outfall Str Bid Docs (submitted to DS).pdf
2025_1114_M-0 Outfall Str Bid Attchmts (submitted to DS).pdf
2025_1114_M-0 Outfall Str Bid Plans (submitted to DS).pdf

2025-1219 Addendum No 1 with all 5 attachments (ITB-001-0-2026).pdf

2025_1223_Addendum No 2 (ITB-001-0-2026-SC).pdf
2025_1230_Addendum No 3 (ITB-001-0-2026-SC).pdf
Complete Bid Response - Ferreira.pdf

Mr. Paris called the Bid Opening to Order.

Today's date: January 15, 2026 – Time 1:00 PM (Recorded for Official Record)

Location: Administration Building, 13476 61st Street N., WPB, FL 33412 (In Person)

Bid Opening: Invitation to Bid for M-0 Outfall Canal Structure
ITB 001-0-2026/SC

Scope of Work: Indian Trail Improvement District (ITID) is soliciting bids for construction of the M-0 Outfall Canal Structure. Construction includes a sheet pile weir with two operable canal gates, canal reconstruction with bank stabilization, filter fabric, rubble rip rap, pipe plugs, a coffer dam, restoration, and pollution control.

Attendees: Robert Robinson, Deputy Executive Director (absent)
Doug Paris, Stormwater Superintendent
Scarlet Cantley, Administration and Grants Coordinator
Jay Foy, PE, District Engineer

Indian Trail Improvement District is in the process of accepting Invitation to Bid that will meet or exceed the District requirements. If awarded, the contract will be offered to the **responsive** and **responsible** bidder who offers the lowest price.

On November 16, 2025, a bid package and contract documents were made available on DemandStar.

Also indicated on DemandStar, "complete electronic package bids" had to be submitted by this date and time. Therefore, we are here to announce the names of the Vendors that had submitted the bids: Unresponsive bids will be disqualified.

Mr. Foy do you have any comments to add. Mr. Foy responded he had nothing to add.

Ms. Cantley will now read the Bidders Names and Bid Amount into record from DemandStar:

#	Vendor Name	Bid Amount	Demand Star Bid Status
1	Enco, LLC	$3,200,000.00	Complete
2	Douglas N. Higgins, Inc.	$2,983,800.00	Incomplete
3	razorback LLC.	$3,910,000.00	Complete
4	Posillico Civil	$1,605,000.00	Complete
5	Cone and Graham, Inc.	$1,418,309.00	Complete
6	Loren Jock Trucking, Inc.	$1,375,250.00	Complete
7	Ferreira Construction Company Inc.	$1,348,603.62	Complete
8	D&S Steel Inc.	$0.00	Incomplete

Now the Evaluation Process will begin to determine the lowest bid from the most responsive and responsible bidder. On January 28, 2026, the Board of Supervisors as the Selection Committee will review the results of the Staff evaluation and recommend Award of a Contract in best interests of the District. The Contract will be Awarded by the Board of Supervisors and announced using DemandStar and by posting on the District website on January 29, 2026.

On behalf of Indian Trail Improvement District, Thank you.
This Bid Opening is closed.

Tabulation Sheet

Agency Name Indian Trail Improvement District

Bid Number ITB-001-0-2026/SC

Bid Name M-0 Outfall Canal Structure

Bid Due Date 01/15/2026 13:00:00 Eastern

Bid Opening **Closed**

6 responses found.

✓ online, offline, ● not submitting, ! not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	Cone and Graham, Inc.	01/15/2026 11:56:51 Eastern	2172 nw reserve park trace, Port Saint Lucie, FL, 34986	$1418309.0000	0.0000		Questionaire: Qualification of Bidder (Form C-201)	✓
							Bid Submittal (Form C-410)	✓
							Bidder's Proof of Authority (Form 412 Corp or LLC)	✓
							Public Entity Crimes Sworn Statement (Form 413)	✓
							Non-Collusion Affidavit (Form C-414)	✓
							Drug Free Workplace Certification (Form C-415)	✓
							Vendor Code of Conduct Affidavit (Form C-416)	✓
							Anti-Kickback Affidavit (Form C-417)	✓
							Trench Safety Affidavit (C-418)	✓
							Sworn Statement Scrutinized Companies (Form C-419)	✓
							Human Trafficing Affidavit (Form C-420)	✓
							NPDES Illicit Discharge Agreement (Form C-421)	✓
							Notice of Compliance Sunshine (Form C-423)	✓
							Certificate on Insurance	✓
							Evidence of Authority to Do Business in Florida	✓
							Copy of Contractor's License(s)	✓
							Copy Local Business Tax Receipt or Exemption Proof	✓
2 .	Enco, LLC	01/15/2026 12:46:36 Eastern	5411 SW 25th Ct, Pembroke Park, FL, 33023	$3200000.0000	0.0000	Hispanic Owned, Small Business	Questionaire: Qualification of Bidder (Form C-201)	✓
							Bid Submittal (Form C-410)	✓
							Bidder's Proof of Authority (Form 412 Corp or LLC)	✓
							Public Entity Crimes Sworn Statement (Form 413)	✓
							Non-Collusion Affidavit (Form C-414)	✓
							Drug Free Workplace Certification (Form C-415)	✓
							Vendor Code of Conduct Affidavit (Form C-416)	✓
							Anti-Kickback Affidavit (Form C-417)	✓
							Trench Safety Affidavit (C-418)	✓
							Sworn Statement Scrutinized Companies (Form C-419)	✓
							Human Trafficing Affidavit (Form C-420)	✓
							NPDES Illicit Discharge Agreement (Form C-421)	✓
							Notice of Compliance Sunshine (Form C-423)	✓
							Certificate on Insurance	✓
							Evidence of Authority to Do Business in Florida	✓
							Copy of Contractor's License(s)	✓
							Copy Local Business Tax Receipt or Exemption Proof	✓
3 .	Ferreira Construction Company Inc.	01/15/2026 09:55:48 Eastern	13000, SE Flora Ave, Hobe Sound, FL, 33455	$1348603.6200	0.0000	Hispanic Owned	Questionaire: Qualification of Bidder (Form C-201)	✓
							Bid Submittal (Form C-410)	✓
							Bidder's Proof of Authority (Form 412 Corp or LLC)	✓
							Public Entity Crimes Sworn Statement (Form 413)	✓
							Non-Collusion Affidavit (Form C-414)	✓
							Drug Free Workplace Certification (Form C-415)	✓

							Vendor Code of Conduct Affidavit (Form C-416)	✓
							Anti-Kickback Affidavit (Form C-417)	✓
							Trench Safety Affidavit (C-418)	✓
							Sworn Statement Scrutinized Companies (Form C-419)	✓
							Human Trafficing Affidavit (Form C-420)	✓
							NPDES Illicit Discharge Agreement (Form C-421)	✓
							Notice of Compliance Sunshine (Form C-423)	✓
							Certificate on Insurance	✓
							Evidence of Authority to Do Business in Florida	✓
							Copy of Contractor's License(s)	✓
							Copy Local Business Tax Receipt or Exemption Proof	✓
4 .	Loren Jock Trucking, Inc.	01/15/2026 10:57:31 Eastern	4140 SE Robert Loop Rd., Stuart, FL, 34997	$1375250.0000	0.0000		Questionaire: Qualification of Bidder (Form C-201)	✓
							Bid Submittal (Form C-410)	✓
							Bidder's Proof of Authority (Form 412 Corp or LLC)	✓
							Public Entity Crimes Sworn Statement (Form 413)	✓
							Non-Collusion Affidavit (Form C-414)	✓
							Drug Free Workplace Certification (Form C-415)	✓
							Vendor Code of Conduct Affidavit (Form C-416)	✓
							Anti-Kickback Affidavit (Form C-417)	✓
							Trench Safety Affidavit (C-418)	✓
							Sworn Statement Scrutinized Companies (Form C-419)	✓
							Human Trafficing Affidavit (Form C-420)	✓
							NPDES Illicit Discharge Agreement (Form C-421)	✓
							Notice of Compliance Sunshine (Form C-423)	✓
							Certificate on Insurance	✓
							Evidence of Authority to Do Business in Florida	✓
							Copy of Contractor's License(s)	✓
							Copy Local Business Tax Receipt or Exemption Proof	✓
5 .	Posillico Civil	01/15/2026 12:25:07 Eastern	319 Clematis Street, Suite 808, West Palm Beach, FL, 33401	$1605000.0000	0.0000		Questionaire: Qualification of Bidder (Form C-201)	✓
							Bid Submittal (Form C-410)	✓
							Bidder's Proof of Authority (Form 412 Corp or LLC)	✓
							Public Entity Crimes Sworn Statement (Form 413)	✓
							Non-Collusion Affidavit (Form C-414)	✓
							Drug Free Workplace Certification (Form C-415)	✓
							Vendor Code of Conduct Affidavit (Form C-416)	✓
							Anti-Kickback Affidavit (Form C-417)	✓
							Trench Safety Affidavit (C-418)	✓
							Sworn Statement Scrutinized Companies (Form C-419)	✓
							Human Trafficing Affidavit (Form C-420)	✓
							NPDES Illicit Discharge Agreement (Form C-421)	✓
							Notice of Compliance Sunshine (Form C-423)	✓
							Certificate on Insurance	✓
							Evidence of Authority to Do Business in Florida	✓
							Copy of Contractor's License(s)	✓
							Copy Local Business Tax Receipt or Exemption Proof	✓
6 .	razorback LLC.	01/15/2026 12:38:05 Eastern	177 Anclote Road, Tarpon Springs, FL, 34689	$3910000.0000	0.0000		Questionaire: Qualification of Bidder (Form C-201)	✓
							Bid Submittal (Form C-410)	✓
							Bidder's Proof of Authority (Form 412 Corp or LLC)	✓
							Public Entity Crimes Sworn Statement (Form 413)	✓
							Non-Collusion Affidavit (Form C-414)	✓
							Drug Free Workplace Certification (Form C-415)	✓
							Vendor Code of Conduct Affidavit (Form C-416)	✓
							Anti-Kickback Affidavit (Form C-417)	✓

							Trench Safety Affidavit (C-418)	✓
							Sworn Statement Scrutinized Companies (Form C-419)	✓
							Human Trafficing Affidavit (Form C-420)	✓
							NPDES Illicit Discharge Agreement (Form C-421)	✓
							Notice of Compliance Sunshine (Form C-423)	✓
							Certificate on Insurance	✓
							Evidence of Authority to Do Business in Florida	✓
							Copy of Contractor's License(s)	✓
							Copy Local Business Tax Receipt or Exemption Proof	✓

Coconut Park Tree Installation
Invitation to Bid (ITB-001-0-2026/SC)

Comparison Chart of the Four Lowest Bidders

Vendor Name	Bid Amount	Responsive	Responsible
Ferreira Construction Company, Inc.	$1,348,603.62	Yes	Yes
Loren Jock Trucking, Inc.	$1,375,250.00	Yes	Yes
Cone and Graham, Inc.	$1,418,309.00	Yes	Yes
Posillico Civil	$1,605,000.00	Yes	Yes

During the Bid Opening the Vendor Name, Bid Amount, and Status (according to DemandStar) were read out loud (in no specific order). For comparison purposes, Vendors are listed in order of Bid Amount (lowest to highest).

For evaluation purposes, Staff verified complete bid documentation was submitted (Responsive), checked references and reviewed content of bid documents (Responsible) for the four lowest bidders.

INDIAN TRAIL IMPROVEMENT DISTRICT

INVITATION TO BID

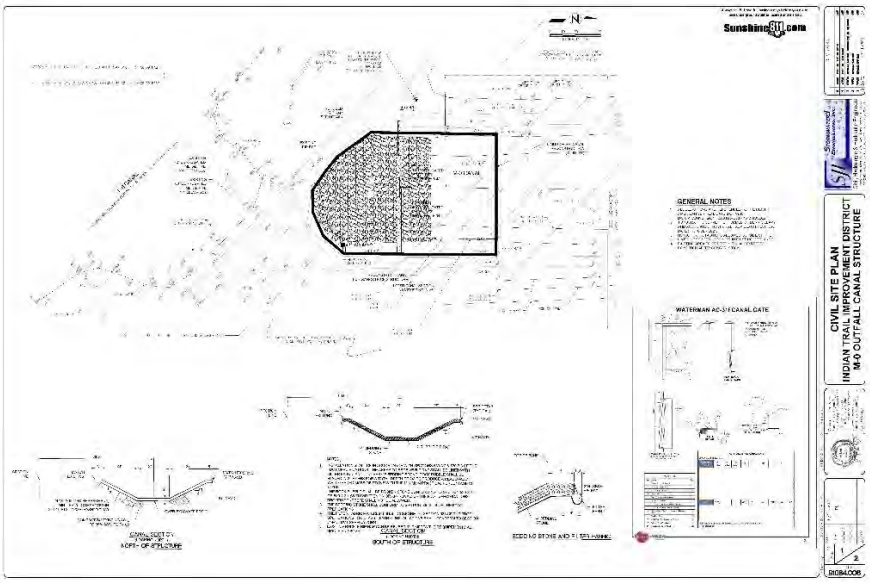
M-0 Outfall Canal Structure

PROJECT NO 91084.006

PROJECT MANUAL

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

13476 61st Street North
West Palm Beach, FL 33412



STORMWATERJ ENGINEERING, INC.

Civil, Hydrologic, & Hydraulic Engineers
1855 Indian Road, Ste 202
West Palm Beach, FL 33409
(561) 242-0028 Fax: (561) 242-0109
stormwaterj@gmail.com

November 2025

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID FOR CONSTRUCTION

M-0 Outfall Canal Structure
PROJECT NO 91084.006

Sealed Bids for the M-0 Outfall Canal Structure will be received via www.DemandStar.com, on or by: **January 8, 2026, No Later Than 1:00 P.M. (local time).** All sealed bids that are timely received will be publicly opened at Indian Trail's Administrative Office. Bids received after the cut-off date and time will not be considered.

SCOPE OF SERVICES: Indian Trail Improvement District (ITID) is soliciting bids for construction of the M-0 Outfall Canal Structure. Construction includes a sheet pile weir with two operable canal gates, canal reconstruction with bank stabilization, filter fabric, rubble rip rap, pipe plugs, a coffer dam, restoration, and pollution control.

The Project Manual & Contract Documents may be acquired from the District's Website www.indiantrail.com linked to www.demandstar.com (Bid ID #: ITB 001-0-2026/SC) **beginning at 10:00 A.M. on November 16, 2025**.

CONTACT:
Scarlet Cantley
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412
E-mail: info@indiantrail.com

OFFICE HOURS:
MONDAY – THURSDAY, 8:00 A.M. TO 5:00 P.M.
FRIDAY, 9:00 A.M. TO 5:00 P.M.

The District reserves the right to reject any or all bids, to waive minor irregularities, or to readvertise.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that the District will not request documentation regarding or consider a vendor's social, political or ideological interests when determining if a vendor is responsible or give preference to a vendor based on its social, political or ideological interests.

REQUESTS FOR INFORMATION/CLARIFICATIONS (RFIs)*:* RFIs regarding this bid may be submitted by e-mailing Scarlet Cantley no later than 5:00 P.M. on **December 18, 2025**.

CONE OF SILENCE: Applicants and individuals acting on behalf of such applicant should not lobby ITID's personnel, Board members, or professional consultants since such activity will result in the rejection and disqualification of said applicant. For purposes of this Request for Bid, the term "lobbying" is defined as an action taken by an individual, firm, association, joint venture partnership, syndicate, corporation, or others seeking to influence the selection process by or through ITID's personnel, Board members, or professional consultants after the initial publication of this notice and through the time that an award recommendation is issued by ITID's Board of Supervisors.

BY ORDER OF INDIAN TRAIL IMPROVEMENT DISTRICT
Publish: November 16, 2025
November 23, 2025

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

M-0 Outfall Canal Structure

PROJECT NO. 91084.006

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*Bid Document – Must be Submitted with Bid

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-200

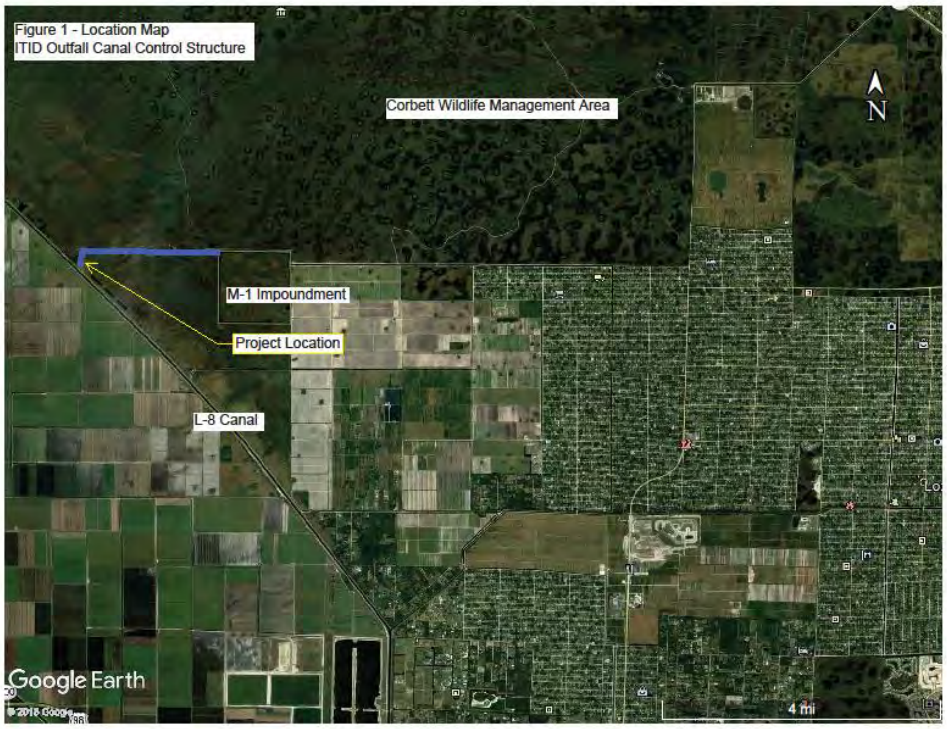
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EJCDC C-200 Suggested Instructions to Bidders for Construction Contracts
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M-0 Outfall Canal Control Structure

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.

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

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

2.04 To the extent that any of the Bidding Documents are subject to the public records exemption set forth in §119.07(3) (ee), Florida Statutes, then in that event, any entity or person receiving such documentation or information shall be obligated to maintain the exempt status of said documentation and information

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pursuant to the terms and provisions of the above-referenced statute and by requesting or receiving such documentation or information agrees to be bound by this requirement.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within 30 days of Owner's request, Bidder shall submit written evidence such as financial data; previous experience, present commitments, and such other data as may be called for below.

A. Each Bid must be accompanied by evidence of Bidder's authorization to do business in Palm Beach County, Florida (Business tax receipt).

B. Bidder's state contractor license number(s), if applicable.

C. Bidder's Palm Beach County Certificates of Competency required to complete the Work.

D. Evidence of current registration as a business enterprise with the Florida Secretary of State.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site that were used to prepare the Bidding Documents.

2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that were used to prepare the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A.2 will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.01 of the General Conditions has been identified and established in Paragraph 4.01 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site, if any, that were used to prepare the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06

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of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

Access is limited to Monday-Thursday from 8:00am to 5:00pm.

Indian Trail Improvement District has scheduled a non-mandatory, pre-bid onsite visit for 9:00 AM, Monday December 8, 2025. All contractors interested in visiting the site will meet at the District's Administrative office located at 13476 61st Street N, West Palm Beach, FL 33412.

4.06 ~~A.~~ (Intentionally deleted).

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";

E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of

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construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

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

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient enough to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE [INTENTIONALLY DELETED]

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY – NOT REQUIRED

ARTICLE 9 – CONTRACT TIMES

9.01 The times [by which Milestones are to be achieved and] for Substantial Completion and readiness for final payment are to be set forth by Bidder in the Bid and will be entered into the Agreement (or incorporated therein by reference to the specific language of the Bid). Substantial Completion is required on or before 6 months after the contract has been signed and the contractor has received the Notice to Proceed. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and be ready for final payment within the times designated in the Bid.

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS [NOT APPLICABLE]

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner**.** ***Subcontractors shall be required to meet Contractor's liability insurance requirements as established by the General and Supplementary Conditions or be listed as an additional insured on the apparent successful Bidder's policy.*** If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

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12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 Bids by joint ventures are prohibited

13.08 All names shall be printed in ink below the signatures**.**

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 Unit Price [Intentionally Deleted]

14.03 Allowances [Intentionally Deleted]

14.04 Completion Time Comparisons

Time of completion is a criterion to be utilized in evaluating the Bids in case of tied lump sum bids.

ARTICLE 15 – SUBMITTAL OF BID

15.01 Bids will be submitted in electronic form through Demand Star

See Form C–410 (Bid Form) Article 7.01 for a list of documents required to be submitted with the Bid.

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15.02 A Bid shall be submitted no later than the date and time prescribed ~~and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package~~ with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the ~~Bid security and~~ other required documents. *Sealed Bids for ITID's M-0 Outfall Canal Structure will be received via www.DemandStar.com, on or by:* ***January 8, 2026, No Later Than 1:00 P.M. (local time).***

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID [NOT APPLICABLE]

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 *[INTENTIONALLY DELETED]*

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. Completion time will be used in evaluating the bids.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

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19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the lowest, most responsible and responsive Bidder whose Bid is in the best interests of the Project.

19.07 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from Florida state sales and use taxes on materials and equipment to be incorporated in the Work. Owner has a Direct Material Purchase Program. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 – ~~RETAINAGE~~ [INTENTIONALLY DELETED]

ARTICLE 24 – ~~CONTRACTS TO BE ASSIGNED~~ [INTENTIONALLY DELETED]

ARTICLE 25 – ~~PARTNERING~~ [INTENTIONALLY DELETED]

ARTICLE 26 – OTHER REQUIREMENTS

26.01 Contractor understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

26.02 Prohibition of Contracting with Scrutinized Companies. By executing Form C-419, Contractor shall certify that it is not on the Scrutinized Companies with Activities in Sudan Lists or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

26.03 E-Verify. CONTRACTOR warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. CONTRACTOR agrees and acknowledges that commencing January 1, 2021, DISTRICT, as a public employer, is subject to the E-verify requirements set forth in

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Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if DISTRICT has a good faith belief: (a) that CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for CONTRACTOR under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, DISTRICT shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with said subcontractor as to this contract. CONTRACTOR shall be liable for any additional costs incurred by DISTRICT as a result of the termination of the contract based on CONTRACTOR's failure to comply with E-verify requirements referenced herein.

26.04 Responsible Vendor Determination. Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that the District will not request documentation regarding or consider a vendor's social, political or ideological interests when determining if a vendor is responsible or give preference to a vendor based on its social, political or ideological interests.

26.05 Public Records. CONTRACTOR shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records), as follows:

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT DISTRICT RECORDS CUSTODIAN AT 561-793-0874, INDIAN TRAIL IMPROVEMENT DISTRICT, 13476 61ST STREET NORTH, WEST PALM BEACH, FL 33412.

B. Specifically, Provider shall:

1. Keep and maintain public records required by the District to provide Construction Services.

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

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 Provider does not transfer the records to District.

4. Upon completion of the contract, transfer, at no cost, to the District all public records in Provider's possession or keep and maintain public records required by the District to provide Authorized Recreation Services. If Provider transfers all public records to District upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District upon request from District's custodian of public records, in a format that is compatible with District's information technology systems.

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INDIAN TRAIL IMPROVEMENT DISTRICT

INVITATION TO BID

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-201

QUALIFICATION OF BIDDERS

The following Questionnaire shall be completed and submitted with the Bid. In submitting this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained. Failure to submit or complete this Form will render the Bid non-responsive and be disqualified from consideration.

1) Legal Name of Business, Address, Telephone Number and E-Mail Address

_____

_____

_____

_____

2) Form of Business: Corporation___; LLC:____; Partnership___; Sole Proprietor _____

3) If a Corporation or LLC, state:

Date of Incorporation/Registration: _____

State in which Incorporated/Registered: _____

Name and Title of Principal Officers/Managers	Position
_____	_____
_____	_____
_____	_____

4) If an Out-of-State Corporation/LLC currently authorized to do business in Florida, give date of such authorization:

_____

5) If Partnership:

Date of organization: _____

Nature of Partnership (General, Limited, or Other):

_____

Names and Addresses of Partners:

_____

_____

_____

6) If a Sole Proprietor, state -- Name & Address of Owner:

_____

_____

7) The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

_____

_____

8) Identify State, County, or other Public Agencies in which your organization is qualified to perform work by some form of pre-qualification:

AGENCY	TRADE IN WHICH QUALIFIED	APPROVAL DATE	EXPIRATION DATE

8) Describe your organizational structure, including the number of permanent employees engaged in cost estimating, purchasing, expediting, detailing, engineering, field supervision, field engineering, and layout:

_____

_____

_____

(Use extension sheet if necessary)

10) Indicate type of contracting undertaken by your Organization and number of years experience:

As Prime Contractor: Type:_____ No. of Years_____

Type:_____ No. of Years _____

As Subcontractor: Type:_____ No. of Years_____

Type:_____ No of Years _____

11) Note any special qualifications of firm members relevant to the Work (Registered Engineer, Surveyor, specialty licenses, etc.):

_____

_____

(Use extension sheet if necessary)

12) Has the bidder or his or her representative inspected the proposed project site? YES _____ NO _____

13) Does the Bidder have a complete plan for its performance? YES _____ NO _____

Explain:

_____

_____

14) Will Bidder subcontract any part of this work? YES ____ NO ____,

If yes, please identify each subcontractor that will perform work **in excess of the percent (10%) of the contract amount** and the work that each will perform.

Subcontractor	**Work to be Performed**

15) What equipment does Bidder own that is available for the work?

_____

_____

16) What equipment will Bidder purchase for the proposed work? If none, so state.

_____

_____

17) What equipment will you rent for the proposed work? If none, so state.

_____

_____

18) State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

_____

_____

19) List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were also principals or officers.

_____

_____

20) List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. If none, so state.

_____

_____

21) List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). If none, so state.

_____

_____

22) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. If none, so state.

_____

_____

23) List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. If none, so state.

_____

_____

24) Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? YES _____ NO _____If yes, provide details.

_____

_____

25) List and disclose any and all business relations with any members of the District Board of Supervisors. If none, so state.

_____

_____

26) Identify & explain any similar projects you have failed to complete in the last five years. If none, so state.

_____

_____

(Use extension sheet if necessary)

27) Has your organization, or any officer or partner thereof, ever been party to any criminal litigation as a result of methods, costs, etc. ? YES ____ NO ____.

If yes, state case number, case name, and provide pertinent details, including outcome/judgment:

_____

_____

(Attach extension sheet if necessary)

28) Has your organization, or any officer or partner thereof, ever been party to any civil litigation as result of methods, costs, etc.? YES ____ NO ____

If yes, state case number, case name, and provide pertinent details, including outcome/judgment:

_____

_____

(Attach extension sheet if necessary)

29) Please provide the names and addresses of three (3) recent former clients who can attest to Bidder's ability to perform the Work:

_____

_____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as _____of _____, on behalf of the Company who is

(Name) ***(Title)*** **(Company Name)**

☐ **personally known to me or who** ☐ **has produced _____ as identification.**

(NOTARY STAMP)

_____

Notary Public

_____

Name Printed

END OF FORM

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

M-0 Outfall Canal Structure
PROJECT NO 91084.006

C-410 BID FORM

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EJCDC C-410 Suggested Instructions to Bidders for Construction Contracts
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13476 61st Street North
West Palm Beach, Florida 33412

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: Indian Trail Improvement District, 13476 61st Street North, West Palm Beach, FL 33412 via Demandstar.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS AND CERTIFICATIONS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In accordance with §287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or series to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, 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 §287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.03 In accordance with §287.135, Florida Statutes, Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in a Boycott of Israel.

2.04 Contractor understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing with regard to this Project conducted pursuant to §20.055, F.S., or otherwise by law.

2.05 Contractor, or a subcontractor performing work for Contractor, understands and will comply with the requirements of Section 448.095, Florida Statutes, requiring compliance with E-Verify and will not knowingly hire, recruit or refer an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and in violation of Section 448.09(1), Florida Statutes.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined or chosen not to visit the site and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

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_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site or chosen not to visit the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

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

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

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

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the State of Florida no later than the date of execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

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B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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

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

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

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

ARTICLE 5 – BASIS OF BID

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

Lump Sum Bid Price	$

Time to Completion – Only to be used in case of Lump Sum Bid ties	days

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the basis of bid as submitted by the Contractor.

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents shall be submitted with and made a condition of this Bid:

A. ~~Required Bid Security~~ – (*Not Required)*
B. List of Proposed Subcontractors;
C. List of Proposed Suppliers;
D. List of Project References;
E. List of Key Personnel;
F. List of Key Equipment;
G. ~~Unit Price Schedule~~; (*Not Applicable)*
H. Evidence of authority to do business in the State of Florida;
I. Current Palm Beach County Business Tax Receipt(s);
J. Contractor's License(s);
K. Form C-201, Qualification of Bidder;
L. ~~Bidder's Election Form~~; *(Intentionally Deleted)*

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M. Contractor's Corporate or LLC Resolution (whichever appropriate) (C–412 included);
N. Statement on Public Entity Crimes (C–413 included);
O. Non-Collusion Affidavit (C–414 included);
P. Drug Free Workplace Certificate (C–415 included);
Q. Ethics Statement (C–416 included);
R. Anti-Kickback Affidavit (C–417 included);
S. Trench Safety Affidavit (C–418 included);
T. Prohibition on Contracting with Scrutinizing Companies affidavit (Form C-419 included);
U. NPDES Illicit Discharge Agreement (Form C-421included)
V. Notice of Compliance Sunshine State One-Call (Form C-423 included)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

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Title:_____

Attest_____

Date of Qualification to do business in the State of Florida is ____/____/____.

A Limited Liability Company

Business Name: _____

State of Registration: _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: Managing Member

Date of Qualification to do business in the State of Florida is ____/____/____.

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____

DATE SUBMITTED_____, 20__.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [____] physical presence or [___] online notarization this _____day of_____, 2025, by _____as _____ for _____ on behalf of whom this instrument was executed).
[Title] [Name of Vendor]

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_____

Notary Public-State of Florida)

_____

[Name of Notary Typed, Printed, or Stamped]

(NOTARY STAMP)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

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INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-412.1-CORP
CONTRACTOR'S CORPORATE RESOLUTION

_____
(Corporate Name)

WHEREAS, Indian Trail Improvement District, an independent special district of the State of Florida ("District"), has invited interested Contractors to submit a Bid to do certain Work as further defined in District's Contract Documents; and

WHEREAS, this corporation submitted a bid in accordance with the aforementioned Contract Documents; and

WHEREAS, a proposed Agreement has been presented to this corporation by District for carrying out the Work as set forth in this corporation's Proposal; and

WHEREAS, this corporation desires to enter into said Agreement with District;

NOW, THEREFORE, BE IT RESOLVED, that _____, the ☐ President, ☐ Vice President or ☐ _____ (other officer) of this corporation be, and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this corporation and under its corporate seal the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated with said copy being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the officers of this corporation be and they are hereby authorized, empowered, and directed in the name and for the account of this corporation to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Board of Directors of _____**, INC.,** a corporation duly organized and existing under the laws of the State of _____, having its principal place of business at_____, _____, and authorized and qualified to conduct
(Address) (City)
business in the State of Florida, duly adopted in accordance with the By-Laws, and recorded in the Minutes of the meeting of said Board held on the _____ day of _____ 20___, and now in full force and effect.

IN WITNESS WHEREOF, I have here unto subscribed my name and affixed the seal of the corporation this _____ day of_____, 20____.

(CORPORATE SEAL)

_____
(Insert Corporate Name)

_____
(Name Signed)

_____
(Name and Title Printed)

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-412.2-LLC
CONTRACTOR'S RESOLUTION OF AUTHORITY

_____
(Company Name)

WHEREAS, Indian Trail Improvement District, an independent special district of the State of Florida ("District"), has requested a bid to do certain work as further described in District's Contract Documents; and

WHEREAS, this Company submitted a Bid in accordance with the aforementioned Contract Documents; and

WHEREAS, a proposed Agreement has been presented to this Company by District to perform the work set forth in this Company's Proposal; and

WHEREAS, this Company desires to enter into an Agreement with District;

NOW, THEREFORE, BE IT RESOLVED, that _____, the Managing Member of this Company, be and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this Company the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated, with a copy thereof being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the Managing Member of this Company be and is hereby authorized, empowered, and directed in the name and for the account of this Company to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Managers of _____**, LLC**, a limited liability company duly organized and existing under the laws of the State of _____, having its principal place of business at _____, _____, and authorized and
(Address) (City)
qualified to conduct business in the State of Florida, duly adopted in accordance with its Articles of Organization or Operating Agreement and recorded in the Minutes of the meeting of the Managers held on the _____ day of _____, 20___, and now in full force and effect.

IN WITNESS WHEREOF, I have here unto subscribed my name this _____ day of_____, 20____, on behalf of the Company.

[SEAL]

_____, Managing Member
(Name Signed)

_____
(Name and Title Printed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as Managing Member of _____, LLC, on behalf of the Company who is
(Name) (Company Name)

☐ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

_____
Notary Public

_____
Name Printed

Notary Public, State of _____

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-413
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Indian Trail Improvement District by _____ (Name of Person Signing Form) on behalf of _____ (Company Name), whose business address is _____ (Address) _____ (City), _____ (State) _____ (Zip Code) and who's Federal Employer Identification Number (FEIN) is _____.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
   a. A predecessor or successor of a person convicted of a public entity crime or;
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,

1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Name and Title

Before me personally appeared_____, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20___.

_____
Notary Public, State of Florida

My Commission Expires: _____

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-414
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
(Name)

1. He/she is _____ of the party making the foregoing proposal or bid; and
(Title)

2. The proposal or bid is genuine and not collusive or sham; and

3. Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Indian Trail Improvement District of any person interested in the proposed contract; and

4. All statements in the proposal or bid are true.

_____
(*Bidder, if the bidder is an Individual;*
Partner, if the bidder is a Partnership;
Officer, if the bidder is a Corporation
Managing Member, if the bidder is an LLC)

_____
(Bidder/*Company Name*)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as _____of _____, on behalf of the Company who is
(Name) *(Title)* (Company Name)

☐ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

_____
Notary Public

_____
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-415

DRUG-FREE WORKPLACE CERTIFICATION

Bidder acknowledges that preference shall be given to businesses with drug-free workplace programs pursuant to Section 287.087, Florida Statutes. Whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

COMPANY NAME PROVIDER'S SIGNATURE

_____

PROVIDER’S NAME PRINTED

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-416
VENDOR CODE OF CONDUCT AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He/she is _____ of the Vendor entering into an Agreement to provide
   (Title)
   commodities or services to Indian Trail Improvement District ('District"); and .
2. He understands that District Purchasing Policy requires all vendors to adhere to the principles and conduct standards of the ***Vendor Code of Conduct****,* attached hereto as **Attachment "1";** and
3. On behalf of the Vendor, he/she affirms that its performance of the Agreement will conform to such principles and standards; and
4. He/she further understands that failure of Vendor to conform to such principle or standards may result in remedial actions by District to assure compliance, including but not limited to termination of the Agreement.

_____
Signature

_____
Name Printed

_____
Vendor's Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this ____ day of _____, 20____, by _____ (Name of Person) as _____ (Type of Authority, e.g., Officer, Trustee, Attorney In Fact) for _____ (Name of Party on Behalf of Whom Instrument Was Executed).

(Seal)

Personally Known: ____
OR Produced Identification: ____
Type of Identification Produced:
_____

_____
Signature of Notary Public

_____
Print, Type or Stamp Name of Notary

ATTACHMENT 1

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

M-0 Outfall Canal Structure
PROJECT NO 91084.006

VENDOR CODE OF CONDUCT
Adopted by the Board of Supervisors
Pursuant to Resolution 2020-013 (Purchasing Policy)
Adopted July 15, 2020

A. **PURPOSE**.

The District is committed to the highest standards of ethical and legal behavior and to the stewardship of taxpayer resources. We are governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and public being served. We expect our contractors, consultants, and suppliers (collectively "vendors") to share this commitment. **This Code of Conduct contains principles and conduct standards that vendors as well as their employees and subcontractors must adhere to as they provide commodities and services to the District.**

B. **VENDOR RESPONSIBILITY**. Vendors are responsible for ensuring that:

(1) This Code is shared with all individuals assigned to perform work on behalf of the District; and

(2) Any work performed for the District is done in full compliance with this Code, all applicable laws, regulations, and in accordance with the highest standards of ethical business conduct; and,

(3) Any work performed for the District is done by trained individuals with the skills, expertise and certifications necessary to complete the job in a safe and proper manner.

C. **PRINCIPLES AND STANDARDS OF ETHICAL VENDOR CONDUCT**. The District expects its vendors to follow the Principles and Standards of Ethical Vendor Conduct based on the National Institute of Governmental Purchasing Code of Ethics. These include:

(1) **COMPLIANCE WITH LAWS AND REGULATIONS**.

Obeying the law, both in letter and in spirit, is the foundation on which the District's ethical standards are built. Vendors must comply with applicable laws, rules, and regulations at all levels of government in the United States, the State of Florida, and in any other jurisdiction in which the vendor does business.

(2) **CONFLICTS OF INTEREST**.

A conflict of interest exists when a vendor representative's direct or indirect personal interests are inconsistent with or interfere with the District's best interests. Vendors shall ensure no actual conflicts exist, nor the appearance or perception of unethical behavior by the vendor's employees in its dealings with the District. To avoid such conflicts, vendors shall, at a minimum, disclose to the District:

- Any direct or indirect personal interests in a vendor held by any employee or elected representative of the District; and
- Any family relationships with any employee or elected representative of the District.

(3) **CONFIDENTIALITY**.

Subject to the Sunshine Act or other State law, Vendors must maintain the confidentiality of proprietary information entrusted to them. Confidential information includes all non-public information that might be of use to competitors or other third parties harmful to the District's interests if disclosed. The obligation to preserve confidential information continues even after a vendor's business relationship with the District ends.

(4) **PROTECTION AND PROPER USE OF DISTRICT ASSETS**.

Vendors must protect the District's assets and ensure their proper and efficient use. Theft, carelessness, and waste have a direct harmful impact on the District's operations. The obligation of vendors to protect the District's assets includes, but is not limited to; its proprietary information, including intellectual property and copyrights, as well as business plans, databases, records, employment information, and any unpublished financial data and reports. Unauthorized use or distribution of this information violates District policy and may also be illegal and result in criminal and/or civil liability. The District retains the right to monitor its assets and work environments in compliance with applicable federal, state, and local laws. Vendors should have no expectation of privacy when using the District's work space, computers, voicemail, or systems to create, access, transmit, or store information.

(5) **TIMELY AND TRUTHFUL REPORTING**.

Vendors who prepare and submit financial, sales, payment, performance metrics, and other documents to or filed with the District, federal, state or other local authorities are required to make disclosures that are full, fair, accurate, timely, and understandable. Vendors may not knowingly conceal or falsify information, misrepresent material facts, or omit important information to mislead the District.

(6) **HARASSMENT AND DISCRIMINATION**.

The District expects its vendors to conduct themselves in a professional manner and to treat others with respect, fairness, and dignity. The District does not tolerate harassment or discrimination, including behavior, comments, jokes, slurs, e-mail messages, pictures, photographs, or other conduct that contributes to an intimidating or offensive work environment. Vendors shall comply with applicable federal, state, and local statutes prohibiting discrimination, and any behavior that creates an intimidating, offensive, or hostile work environment based upon an individual's race, color, national origin, gender, religion, age, disability, marital status, familial status, sexual orientation or genetic information.

(7) **VENDOR GIFTS, GRATUITIES, OR RECIPROCITY**.

The District has a strict "No Gifts" Policy. Accepting or giving a gift in a business setting can create a sense of obligation or the appearance of impropriety. The District prohibits its officers or employees from accepting gifts in violation of the Florida Code of Ethics, Chapter 112, Florida Statutes. Gifts can be anything of value, including, by way of example, tickets to sporting or other events, meals, discounts, trips, commodities, loans, or payments.

(8) **RAISING CONCERNS AND COMPLAINTS**.

Vendors are encouraged to report questionable activities to the District Executive Director. Complaints or concerns will be treated confidentially.

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-417
ANTI-KICKBACK AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that no money or contributions have or will be paid to any officer(s) or employee(s) of the Indian Trail Improvement District as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the firm, as a result of or in connection with my Firm's submittal of the attached Bid.

By: _____
(Signature)

_____
(Name Printed)

_____
(Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as _____of _____, on behalf of the Company who is
(Name) *(Title)* (Company Name)

☐ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

_____
Notary Public

_____
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-418

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

_____hereby provides written assurance that compliance with
(Name of Contractor)
applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (2019), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
		$
		$
		$
		$
		$
	Total	

_____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as _____of _____, on behalf of the Company who is
(Name) *(Title)* (Company Name)

☐ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

_____
Notary Public

_____
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-419
SWORN STATEMENT UNDER SECTION 287.135, FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES PROVIDING GOODS OR SERVICES WITH ACTIVITIES IN SUDAN OR IRAN, OR ENGAGING IN BUSINESS IN CUBA OR SYRIA, OR ENGAGED IN A BOYCOTT OF ISRAEL

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Indian Trail Improvement District (the "District") by_____

on behalf of _____(the "Company"), whose business address

is_____and whose Federal Employer Identification

Number (FEIN) is _____.

2. Based on information and belief, the statements which I have marked below are true in relation to the Company [*please check the appropriate boxes*].

The Company:

a. ☐**is**[or] ☐**is not** on the Scrutinized Companies with Activities in Sudan List; and

b. ☐**is**[or] ☐**is not** on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

c. ☐**is** [or] ☐**is not** engaged in business in Cuba or Syria

d.. ☐**is** [or] ☐**is not** on the Scrutinized Companies that Boycott Israel List.

3. Affiant acknowledges on behalf of the Company that:

a. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473,F.S., or is engaged in business in Cuba or Syria, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of $1 million or more; and

b. The District may terminate the contract if the company is found to have submitted a false certification in violation of §287.135, F.S., or is subsequently placed on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, on the Boycott of Israel List, or engages in business in Cuba or Syria.

_____
(Name)

_____
(Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as _____of _____, on behalf of the Company who is
(Name) *(Title)* (Company Name)

☐ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

_____
Notary Public

_____
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-420
HUMAN TRAFFICKING AFFIDAVIT (NONGOVERNMENTAL ENTITY)
(Section 787.06(13), Florida Statutes)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____ 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.

_____
(Name Signed)

_____
(Name Printed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ of _____ , a _____ (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is □ personally known to me or □ has produced _____ (Type of Identification) as identification.

_____ (Notary Seal) Signature
of Notary Public

_____
Print, Type or Stamp Name of Notary

_____
Notary Public

_____
Serial Number, if any

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-421
NPDES ILLICIT DISCHARGE AGREEMENT

I, _____, certify that I am an authorized agent of _____
(Print First and Last) (Print Company Name)

responsible for the overview and satisfactory completion of the above titled Project.

I acknowledge and agree to:

- Inform my field operators and other representatives to be observant and notify me of any Illicit Discharges discovered on District-owned property or waterways while my staff or representatives are performing work as related to the specific contract noted above.
- Train my field operators and other representatives on the conditions to be particularly observant of and if necessary, request Indian Trail Improvement District to hold additional training classes.
- Forward to District, with each billing cycle, a completed Illicit Discharge Detection Form (attached).
- Upon discovery of an illicit discharge, complete and forward to District an Illicit Discharge Detection Report (all forms available upon request to District)

_____
(Signed)

_____
(Print Name)

_____
(Title)

_____
(Date)

_____
(Company Name)

INDIAN TRAIL IMPROVEMENT DISTRICT

140th Avenue North from 61st Street North to Orange Boulevard, 61st Street North from 140th Avenue North to Avocado Boulevard, & Tangerine Boulevard from 140th Avenue North to Avocado Boulevard R-3 ROADWAY PLAN

FORM C-421
NPDES ILLICIT DISCHARGE DETECTION FORM

I, _____, certify that I am an authorized agent of _____
(PRINT First and Last Name) (PRINT Company Name)
responsible for the overview and satisfactory completion of the, _____
(PRINT Indian Trail Contract Title)

I acknowledge that while Indian Trail Improvement District, my staff or representatives were diligent in observing and detecting any Illicit Discharges occurring on Indian Trail owned property or waterways for the period covering _____ to _____.

Any Illicit Discharges that were detected were reported on the approved Indian Trail Report, with dates of notification to Indian Trail listed below:

1. _____ (Enter date of notification to Indian Trail and location)

2. _____ (Enter date of notification to Indian Trail and location)

3. _____ (Enter date of notification to Indian Trail and location)

4. _____ (Enter date of notification to Indian Trail and location)

5. _____ (Enter date of notification to Indian Trail and location)

OR

❑ Check box **IF** NO ILLICITS were detected for the reporting cycle.

_____
(Signed)

_____
(Print Name)

_____
(Date)

_____
(Company Name)

TO BE COMPLETED AND SUBMITTED WITH ALL INVOICES

[23-0804]

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-423

NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES
Sunshine State One-Call

The undersigned Contractor hereby confirms to Owner and Engineer that Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. §556.105 before the commencement of any excavation or demolition required for the Work.

Executed this _____ day of _____, 20_____.

_____
(Name of Contractor)

_____
(Signature)

_____
(Print Name)

_____
(Title)

END OF SECTION

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-520
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (LUMP SUM/STIPULATED PRICE)

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THIS AGREEMENT is by and between **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida ("Owner") and _____, a _____ ("Contractor").

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – THE WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: see description in subpart 2.0 Scope of Work of Form C-1000 (General Requirements) of the Project Manual.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: construction of a sheet pile weir with two operable canal gates, canal reconstruction with bank stabilization, filter fabric, rubble rip rap, pipe plugs, a coffer dam, restoration, and pollution control.

ARTICLE 3 – ENGINEER

3.01 Owner and Contractor acknowledge that Owner will engage StormwaterJ Engineering, Inc to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed **by June 30, 2026** or within the number of days in the contractors bid after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions**, but not later than June 30, 2026**.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

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ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: $_____

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price

Total of all Bid Prices (Unit Price Work) $N/A

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner's Agent to whom Contractor may submit Applications for Payment or invoices shall be the Engineer.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work. All such payments will be measured as provided in the General Requirements.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on

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the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

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

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to __, inclusive).
2. Opinion of Attorney (pages 1 to 1 inclusive).
3. Ethics Statement (pages 1 to 4, inclusive)
4. Performance bond (pages _____ to _____, inclusive).
5. Payment bond (pages _____ to _____, inclusive).
6. [Deleted]
7. General Conditions (pages SGC-i to SGC-62, inclusive).
8. Supplementary Conditions (pages SC-i to SC-15, inclusive).
9. Specifications as listed in the table of contents of the Project Manual.
10. Drawings consisting of 9 sheets in 2 sets bearing the following general titles: Civil Site Plan (2 sheets) and M-0 Canal Water Structure (Structural, 6 sheets).
11. Addenda (numbers _____ to _____, inclusive).
12. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages _____ to _____, inclusive).
    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
    c. NPDES Discharge Agreement and Detection Form C-421.
    d. Notice of Compliance with Sunshine State One-Call Form C-423.
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed (pages _____ to _____, inclusive).
    b. Work Change Directives.
    c. Change Orders.

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

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

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

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ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. The aforementioned prohibition against assignment shall not apply to the assignment by Owner to another governmental entity or agency of all of the warranties or guarantees set forth in the Standard General Conditions or Supplementary Conditions that Contractor is required to provide pursuant to this Agreement, which assignment is hereby authorized and approved by Contractor.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 15.05:

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

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

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

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

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10.06 *Severability.*

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

10.07 *Non-Disclosure*

A. Contractor agrees to the non-disclosure provisions of §119.07(3), Florida Statutes, for any building plans, blueprints, scholastic drawings and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure being constructed pursuant to this Agreement.

10.08 *Indemnification.*

A. The parties agree that 1% of the total compensation paid to Contractor for performance of this Agreement shall represent the specific consideration for Contractor's indemnification of Owner and Engineer as set forth in paragraphs 6.30 and 6.31 of the General Conditions.

B. It is the specific intent of the parties hereto that the foregoing indemnification complies with §725.06, Florida Statutes (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are being amended to include the foregoing indemnification and the "Specific Consideration" therefore.

10.09 *Other Provisions*

A. *Inspector(s) General.*

Contractor understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

B. *Sovereign Immunity.*

Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

C. *Public Records.*

CONTRACTOR shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records), as follows:

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT HEIDI GARCIA, RECORDS CUSTODIAN AT 561-793-0874, hgarcia@indiantrail.com, INDIAN TRAIL IMPROVEMENT

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DISTRICT, 13476 61ST STREET NORTH, WEST PALM BEACH, FL 33412.

Specifically, Provider shall:

(1) Keep and maintain public records required by the District to provide Authorized Recreation Services.

(2) Upon request from District's custodian of public records, provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S. or as otherwise provided by law or District Policy.

(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 Provider does not transfer the records to District.

(4) Upon completion of the contract, transfer, at no cost, to the District all public records in Provider's possession or keep and maintain public records required by the District to provide Authorized Recreation Services. If Provider transfers all public records to District upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District upon request from District's custodian of public records, in a format that is compatible with District's information technology systems.

D. *E-Verify Compliance***.**

CONTRACTOR warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. CONTRACTOR agrees and acknowledges that commencing January 1, 2021, DISTRICT, as a public employer, is subject to the E-Verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if DISTRICT has a good faith belief: (a) that CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for CONTRACTOR under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, DISTRICT shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with said subcontractor as to this contract. CONTRACTOR shall be liable for any additional costs incurred by DISTRICT as a result of the termination of the contract based on CONTRACTOR's failure to comply with E-Verify requirements referenced herein.

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E. Governing Law.

The laws of the State of Florida shall govern this Agreement and venue of any action shall be in Palm Beach County, Florida

F. Payment Procedures.

(1) Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner's Agent to whom Contractor may submit Applications for Payment or invoices shall be as follows:

J. G. Foy, P.E., District Engineer
StormwaterJ Engineering
1855 Indian Road, Ste 202
West Palm Beach, FL 33409
(561) 242-0028 Fax: (561) 242-0109
stormwaterj@gmail.com

(2) The District will generally pay invoices pursuant to Section 218.735(1), F.S. (Local Government Prompt Payment Act).

(3) All Invoices should clearly outline separate line items for the requested payment amounts by Specific Project (with the applicable Purchase Order # shown) with line items for each service provided and reimbursable expenses. All Invoices should clearly identify the nature and purpose of any requested Reimbursable expense.

(4) In the event of a disputed or contested invoice, only that portion contested may be withheld from payment, and the undisputed portion will be paid, pursuant to Section 218.735(1), F.S. (Local Government Prompt Payment Act).

[SIGNATURES ON NEXT PGE}

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on the date the last party signs (which is the Effective Date of the Agreement).

Executed by Owner this _____ day of _____, 20___.

OWNER:

INDIAN TRAIL IMPROVEMENT DISTRICT, an Independent Special District of the State of Florida

By: _____
(Name Signed)

_____
(Name Printed)

Title: President

[District Seal]

Attest: _____

Title: Secretary

Address for giving notices:
13476 61st Street N.
West Palm Beach, FL 33412

Owner is a public body. Evidence of authority to sign and resolution or other documents authorizing execution of this Agreement is attached:

Executed by Contractor this _____ day of _____, 20___.

CONTRACTOR:

By: _____
(Name Signed)

_____
(Name Printed)

Title: _____
(If Contractor is a corporation, a partnership or a joint venture, attach evidence of authority to sign.)

[Corporate Seal]

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(Where applicable

Agent for service of process:

_____

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FORM C-610

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, Address of Principal Place of Business and Phone Number*):

OWNER (*Name and Address*):
Indian Trail Improvement District
13476 61ST Street N.
West Palm Beach FL 33412

CONTRACT
Contract No.: _____
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary

This Bond is provided pursuant to Section 255.05, Florida Statutes.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
     1. Surety in accordance with the terms of the Contract; or
     2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
     1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
     2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

FORM C-615

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, Address of Principal Place of Business and Phone Number*):

OWNER (*Name and Address*):
Indian Trail Improvement District
13476 61ST Street N.
West Palm Beach FL 33412

CONTRACT
Contract No. _____
Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

This Bond is provided pursuant to Section 255.05, Florida Statutes.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with Contractor:
      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall

have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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American Council of Engineering Companies

The Associated General Contractors of America
Skill Responsibility Integrity

ASCE American Society of Civil Engineers

PE National Society of Professional Engineers
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CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
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These General Conditions have been prepared for use with the Suggested Forms of Agreement between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other nonhazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

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1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner will not furnish Contractor with printed or hard copies of the Drawings and Project Manual.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are not limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files must be with the use of the latest addendum.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

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Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

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4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

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4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

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permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

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C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

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employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

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them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees there under. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

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5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

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6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

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2. *Substitute Items:*

   a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

   b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

   c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

   d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

      1) shall certify that the proposed substitute item will:

         a) perform adequately the functions and achieve the results called for by the general design,

         b) be similar in substance to that specified, and

         c) be suited to the same use as that specified;

      2) will state:

         a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

         b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

         c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

      3) will identify:

         a) all variations of the proposed substitute item from that specified, and

         b) available engineering, sales, maintenance, repair, and replacement services; and

      4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

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B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

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entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

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use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

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and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

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6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

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any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

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b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

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

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

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Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

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3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

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6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

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access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

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ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

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and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

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9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

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on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

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and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

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executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

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E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK (*NOT APPLICABLE*)

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the

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Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

    g. The cost of utilities, fuel, and sanitary facilities at the Site.

    h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

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i. The cost of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

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a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a

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deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in

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the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

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13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect

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to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties

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are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

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2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

    c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work, or

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

    d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because

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of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

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14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or

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which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

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b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by

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Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the

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full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

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3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

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1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

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17.06 *Headings*

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

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INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

M-0 Outfall Canal Structure
PROJECT NO 91084.006

C-800 SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms.

Replace the definition of "Resident Project Representative", Paragraph 1.01.A.36 of the General Conditions with the following:

"36. ***Resident Project Representative***: The authorized representative of the Engineer who may be assigned to the Site or any part thereof on a full or part-time basis, as determined the Engineer's Agreement with Owner."

Add the following new definition after Paragraph: 1.01.A.43 of the General Conditions:

"43.1 ***Submittals*** – All of the test results or Shop Drawings required of the Contractor by the Engineer or the Specifications."

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.03 Commencement of Contract Times; Notice to Proceed

Replace Paragraph 2.03.A of the General Conditions with the following:

"The Contract time shall run from the notice to proceed to the contractor's days to complete, unless extended as provided in the Agreement"

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02 Subsurface and Physical Conditions

Replace Paragraphs 4.02.A with the following:

"The following reports of explorations and tests of subsurface conditions at or contiguous to the site were used to prepare the Bidding Documents.

- ITID M-0 Canal Outfall Structure Geotechnical Engineering Report, December 3, 2021, Terracon Project No. HD205041

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The "technical data" contained in such reports upon which the Contractor may rely on are subsurface exploration. These reports are included in the bid package."

Replace Paragraph 4.02.B with the following:

"The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:

Topographic Survey, ITID M-0 Canal Outfall Structure Project.

Add the following new paragraphs immediately after Paragraph 4.02.B of the General Conditions:

"C. All of the information in such drawings constitutes "technical data" on the canals which Contractor may rely. The drawings identified above are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer."

SC-4.04 Underground Facilities

Add the following new paragraph immediately after Paragraph 4.04.B of the General Conditions:

"C. Contractor shall comply with the terms of Chapter 556, Florida Statutes ("Underground Facility Damage Prevention and Safety Act" and shall provide Sunshine State One-Call of Florida, Inc. with the information required by section 556.105, Florida Statutes, before the commencement of any excavation or demolition required for the Work."

SC-4.06 Hazardous Environmental Condition at Site

Replace Paragraphs 4.06.A and 4.06.B of the General Conditions with the following:

"A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner. However, note the existing 500 kV FPL main transmission lines above proposed structure.

B. Not Used."

ARTICLE 5 - BONDS AND INSURANCE

SC-5.01 Performance, Payment, and Other Bonds

Add the following new sub-paragraph "5.01.D" immediately after Paragraph 5.01.C of the General Conditions:

"D. ~~Effective October 1, 2012~~ In accordance with §255.05(1)(b), F.S., before commencing the Work or before recommencing the Work after a default or abandonment, Contractor shall at Contractor's expense provide to District a ***certified copy*** of the recorded bond(s) bearing the seal of the Clerk of Circuit Court. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, District shall not make a payment to Contractor until Contractor has delivered the required certified copy of the recorded bond(s)."

SC-5.04 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 5.04.B of the General Conditions:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. These policy limits and range of coverage may be adjusted depending on the scope and complexity of the project, in consultation with the District's insurance agent:

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(1) **Workers' Compensation**, and related coverage under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

(a) Statutory Limits and	$ 300,000	Each Accident
	$1,000,000	Disease-Policy Limit
(b) Employers Liability	$1,000,000	Disease-Each Employee

(c) Coverage must include a waiver of subrogation endorsement in favor of, and naming, Indian Trail Improvement District and the Engineer.

(2) **Contractor's General Liability** under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(a)	General Aggregate	$2,000,000
(b)	Products – Completed Operations Aggregate	$2,000,000
(c)	Personal and Advertising Injury	$1,000,000
(d)	Each Occurrence (Bodily Injury and Property Damage)	$3,000,000
(e)	Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.	
(f)	Excess or Umbrella Liability	
	General Aggregate	$3,000,000
	Each Occurrence	$3,000,000

The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

(3) **Automobile Liability** under Paragraph 5.04.A.6 of the General Conditions:

Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

Per Occurrence	$1,000,000

(4) **The Contractual Liability coverage** required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

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(a) Bodily Injury Limit:

Each Occurrence	$1,000,000
Annual Aggregate	$2,000,000

(b) Property Damage Limit:

Each Occurrence	$1,000,000
Annual Aggregate	$2,000,000

OR

(c) Combined Single Limit of Bodily Injury and Property Damage:

Each Occurrence	$1,000,000
Annual Aggregate	$2,000,000

(d) Contractual Liability shall include Commercial General Liability.

(5) **Additional types and amounts of insurance** required by Owner.

(a) **Professional Liability (Errors & Omissions) Insurance (if applicable)**

[1] $1,000,000 Per Claim
[2] $2,000,000 Annual Aggregate
[3] $25,000 Maximum Deductible Per Claim

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

(b) **Contractor's Pollution Liability (CPL) Coverage**.

Requirement to be determined on a project basis, in consultation with District insurance agent.

(6) **Names of other persons or entities** to be included on policy as additional insureds:

Indian Trail Improvement District, an Independent Special District of the State of Florida, its Board of Supervisors, Officers, Employees and Agents

StormwaterJ Engineering, Inc. District Engineer

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(7) **Notice of Cancellation**:

The Insurance afforded above may not be terminated or reduced unless thirty (30) days prior written notice of such termination or reduction is mailed to Indian Trail Improvement District and the Engineer (unless terminated for non-payment in which event ten [10] days-notice is required).

(8) **Insurance Certificates/Policy Endorsements**:

Indian Trail Improvement District shall be listed as an Additional Insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a Certificate of Insurance (ACORD Form 25) reflecting same shall be delivered to Indian Trail Improvement District, which Certificate of Insurance shall be updated on a continuing basis throughout the Term of this Agreement if changes occur.

(9) **The policy must include**:

(a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).

(b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.

(c) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insured's clause.

(d) Broad Form Property Damage coverage, including completed operations, or its equivalent.

(e) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "l" in Section I of the CG 0001-0196.) **No limitation or restriction of this exception is allowed**.

(f) An Additional Insured Endorsement containing the following provisions:

"It is understood and agreed that coverage afforded by this policy shall also apply to Indian Trail Improvement District, an Independent Special District of the State of Florida, its Board of Supervisors, Officers, Employees and Agents and the District Engineer."

Additional Insured Endorsements should be in ISO Forms CG 20 10 (Ongoing Operations) & CG 20-37 (Completed Operations) or equivalent.

(g) [Not applicable]

(h) There shall be no exclusions for continuing or progressive losses not known by Contractor to exist prior to policy inception.

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(i) Coverage must be on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

(10) **Property Insurance**:

Contractor shall maintain "Special Form" property insurance (commonly referred to as "builder's risk" or "special perils" coverage) in an amount equal to the full replacement cost of all real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed." This coverage shall be in effect prior to commencement of work on the Project.

(11) **Other Requirements**:

(a) All policies must afford an unqualified thirty (30) days-notice of cancellation to the additional insured(s) in the event of cancellations or non-renewal, and ten- (10) days-notice of cancellation for non-payment of premium.

(b) All policies must be written by insurance companies whose rating in the most recent A. M. Best's Rating Guide, is not less than A:VII or better. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full-certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefore.

(c) Certificates of Insurance (ACORD Form 25) and required Policy Endorsements evidencing the minimum required coverage shall be delivered to Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Contractor or Subcontractor performed on behalf of Contractor shall be covered by such insurance. A separate endorsement requiring 30-day notice of cancellation will be provided.

(d) Contractor reserves the right, but shall have no obligation, to procure the insurance or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to become responsible pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agree and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverage. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

(e) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in the Contractor's opinion, operations by or on behalf of

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Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds.

(f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create interest to be Additional Insureds.

(g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

(h) Nothing in this Special Condition shall reduce Subcontractor's obligations as set forth in the Indemnity provisions of the Contract.

(i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

(12) **Waiver of Subrogation**.

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

Subcontractors shall waive all rights of recovery against Contractor and the Indemnitees, their partners, offices, directors, agents, representatives, employees, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

(13) .**Notices**: All certificates of Insurance and required endorsements must be addressed and forwarded to:

Indian Trail Improvement District
ATTN: Scarlet Cantley
13476 61st Street N.
West Palm Beach, FL 33412
Phone: 561-793-0874
Fax: 561-793-3716

and

StormwaterJ Engineering, Inc.

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Attn: Jay. G. Foy, P.E., President
1855 Indian Road, Suite 202
West Palm Beach, FL 33409
Phone: 561-242-0028
Fax: 561-242-0109

(14) Provision of the minimum insurance coverage provided herein is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by Owner as a material breach of contract.

SC-5.06 Property Insurance

Delete Paragraphs 5.06A, 5.06.B and 5.06.C of the General Conditions in their entirety.

Delete Paragraph 5.06.E of the General Conditions in its entirety.

SC-5.07 Waiver of Rights

Delete Paragraph 5.07 of the General Conditions in its entirety.

SC-5.08 Receipt of Application of Insurance Proceeds

Delete Paragraph 5.08.A. of the General Conditions in its entirety.

Delete the second sentence of Paragraph 5.08.B.

SC-5-09 Acceptance of Bonds and insurance; Option to Replace

Delete Paragraph 5.09 of the General Conditions in its entirety and insert the following:

"SC-5.09 Acceptance of Bonds and Insurance

A. Owner shall review the coverage afforded by or other provisions of the bonds and insurance required to be purchased and maintained by Contractor after delivery of bonds and insurance certificates to Owner in accordance with Article 5 of the General Conditions. Contractor shall furnish to the Owner such additional information in respect of insurance provided by Contractor as the Owner may reasonably request.

B. Review of Bonds, Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

C. In case of the breach by Contractor of any bond or insurance provision stated in the Contract Documents, the Owner, at his option, may purchase and maintain, at the expense of the Contractor, such bonds or insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

D. All the bonds and policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project."

SC-5.10 Partial Utilization, Acknowledgement of Property Insurer.

Add new paragraph immediately after paragraph 5.10 of the General Conditions which shall read as follows:

"However, not withstanding anything to the contrary in the Contract Agreement form, the full and entire cost of obtaining the Workman's Compensation Insurance, Employer's Liability Insurance, Public Liability Insurance, Automobile Liability Insurance, and Explosion, or elsewhere in the Contract Documents, shall be borne solely by the Contractor, he having all such costs in his bid."

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

SC-6.01 Supervision and Superintendence

Add the following new paragraph immediately after paragraph 6.01.B of the General Conditions.

"The Contractor shall perform all work in compliance with all applicable safety codes. A competent English-speaking superintendent will be on the job at all times during working hours, and will be subject to call during off-duty hours for emergency situations. The superintendent shall have overall charge of the work with complete authority regarding the Contractor's workmen, equipment and material purchases. The superintendent shall have complete authority to act on behalf of the Contractor. The person must be sufficiently qualified and have read and understood the Drawings, Specifications, and all Contract Documents."

SC-6.02 Labor; Working Hours

Modify paragraph 6.02.B of the General Conditions to allow work on Saturday by amending the second sentence of Paragraph 6.02.B.A by striking out the following words: "Saturday," and adding the following sentence: "Contractor is permitted to work on Saturdays from 7:30 a.m. to 5:30 p.m. provided Contractor notifies Engineer at least two (2) days in advance."

SC-6.06 Concerning Subcontractors, Suppliers, and Others

Add a new paragraph immediately prior to Paragraph 6.06.A reading as follows:

"Contractor will utilize the Subcontractors listed in the Subcontractor list provided with the Bid unless alternates are approved by Owner."

Amend paragraph 6.06.A by replacing the last sentence of the paragraph with the following sentence:

"Contractor shall not be required to employ any Subcontractor, supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as required by 6.06.B and the Instructions to Bidders."

Amend paragraph 6.06.B by adding the words "Instructions to Bidders" before Supplementary Conditions wherever it appears.

Amend paragraph 6.06.B by deleting the following sentence from the paragraph:

~~"Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued."~~

Amend paragraph 6.06.B by adding the following language at the end of the last sentence of the paragraph:

"Nor does such acceptance create a contractual relationship between the Owner and any subcontractor, supplier, individual, or entity."

Add the following new paragraph immediately after paragraph 6.06.B of the General Conditions.

"1. If the Bid Form or Specifications require (or if requested by Owner prior to the Notice of Award) the apparent Successful Bidder and any other Bidder so requested, shall submit a list of all Subcontractors, Suppliers and other persons or organizations (including those who are to furnish the principal items of material and equipment) in accordance with requirements of paragraph 12 of the Instructions to Bidders (C-200) and Article 6.06 of the General Conditions."

Add the following language at the end of paragraph 6.06.C. of the General Conditions:

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"Owner or Engineer may furnish to any such Subcontractor, Supplier or other individuals or entities performing or furnishing any of the Work, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment."

Add new paragraphs immediately after Paragraph 6.06.G of the General Conditions:

"H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

Use of Subcontracts is limited to no to more than twenty-five percent (25%) of the Contract price or individual project price."

SC-6.09 Laws and Regulations

Amend Paragraph 6.09.C of the General Conditions by replacing the first sentence of the paragraph with the following sentence:

"Changes in Laws or Regulations which become effective after the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract price or Contract Times."

Add the following sentence immediately after paragraph 6.09.C. of the General Conditions:

"All vehicles used in connection with the Contractor's operations will be required to have identification signs."

SC-6.10 Taxes

Add a new paragraph immediately after Paragraph 6.10.A of the General Conditions:

"B. Owner is exempt from payment of Florida sale and use taxes on all materials to be incorporated into the Work.

1. [INTENTIONALLY DELETED]

SC-6.13 Safety and Protection

Add a new paragraph immediately after Paragraph 6.13.F of the General Conditions:

"G. Contractor shall comply with the applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R. §1926.650, Subpart P. The Excavation Safety Standards will be adhered to during trench excavation in accordance with Ch. 553, Part III Florida Statutes ("Trench Safety Act"). The costs for complying with the "Trench Safety Act" are included in Contractor's proposal and in its Total Bid Price."

SC-6.17 Shop Drawings and Samples

Add the following paragraphs immediately following paragraph 6.17.C of the General Conditions:

"1. The Contractor shall not reproduce the Engineer's project drawings to prepare shop drawings without written approval of the Engineer.

2. Two copies of submitted drawings or of the reproducible copy will be annotated as appropriate and returned to the Contractor with appropriate action taken. Shop drawings shall be forwarded to the Engineer. The Engineer will return to the Contractor a letter with the shop drawing disposition noted thereon, along with the drawings or date when the review is completed

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3. In checking shop drawings prior to submittal, Contractor is required to note corrections or comments on the drawings in colored ink, stamp approval, and date and sign each copy.

4. Drawings and other data returned to the Contractor will be stamped "Approved", "Approved as Noted", or "Not Approved – Revise & Resubmit". Drawings and data stamped "Approved" and "Approved as Noted" need not be returned for further approval if notations are acceptable to the Contractor and subcontractors. Drawings or data stamped "Not Approved--Revise and Resubmit" shall require new submission. Comments or corrections by the Engineer will be made in red ink."

Add the following new paragraphs immediately after Paragraph 6.17.E of the General Conditions:

"F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor."

SC-6.19 Contractor's General Warranty and Guarantee

Add the following paragraph immediately after Paragraph 6.19.C of the General Conditions.

"D. The Contractor shall provide a 12-month warranty for all replacement plants."

SC-6.20 Indemnification

Replace Paragraph 6.20.A of the General Conditions with the following:

A. "To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all liabilities, damages, losses, claims, actions, proceedings and costs (including, but not limited to, all reasonable fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any act or omission of negligence, recklessness, or intentional wrongful misconduct of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or utilized by any of them to perform any of the Work or anyone for whose acts any of them may be liable (sec. 725.06, F.S.)."

Add the following paragraphs immediately after Paragraph 6.20.C of the General Conditions.

"D. The parties agree that 1% of the total compensation paid to the Contractor for performance of this Agreement shall represent the specific consideration for the Contractor's indemnification of the Owner as is set forth in Paragraphs 6.20.A and 6.20.B of the General Conditions.

E. It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore."

SC-6.21 Contract Provisions for Federally-Funded Projects

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The final contract will incorporate all mandatory Federal and State compliance clauses.

The awarded Contractor must possess a valid registration and a Unique Entity Identifier (UEI) through the System for Award Management (**SAM.gov**) before the execution of the final contract and prior to the issuance of the Notice to Proceed. The Contractor is responsible for maintaining an active SAM.gov registration status for the duration of the Project's performance period.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME

SC-12.01 Change of Contract Price

Add the following paragraphs immediately after Paragraph 12.01.B.3 of the General Conditions:

"4. Whenever a change in the Work is to be based on mutual acceptance of a lump sum (General Condition 12.01.B.2), whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an estimate substantiated by a complete itemized breakdown. The breakdown shall list quantities and unit prices for materials, labor, equipment, overhead and other items of cost.

5. Whenever a change involves the Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for the Contractor and each Subcontractor shall be itemized separately."

SC-12.02 Change of Contract Times

Add the following paragraph immediately after Paragraph 12.02.B of the General Conditions

"C. The time lost due to delays beyond the control of the Contractor will be considered to be equivalent to the number of days the path of critical events is lengthened by the delay regardless of the duration of the delay. Contractor shall indicate this path of critical events, by diagram or narrative, in such detail as may be necessary to justify the claim and establish the number of days delay. The path of critical events is defined as that series of interdependent construction events which must be sequentially performed requiring a longer total time to perform than any other series."

SC-12.03 Delays

Delete Paragraphs 12.03.B, C, D, and E of the General Conditions in their entirety.

Replace Paragraph 12.03.B of the General Conditions with the following paragraph:

"B. Contractor will not be entitled to any adjustment in the Contract Price for delays extended general conditions, extended overhead, loss of productivity, acceleration or any damages or other compensation whatsoever in the event of any delays in the progress of the Work on account of hindrances or delays form any cause whatsoever. Such causes of delay include but are not limited to differing site conditions, difficulty in acquiring permits, limited access to the Project, failure to approve plans and shop drawings on time, delays caused by governmental action, inaction or regulation, subsurface conditions, material shortages, or delay in the deliver of materials. It is the specific intent hereunder that an extension of time will be the sole and exclusive remedy for delay of any type description of category. However, if occasioned by an act of God, or by any act or omission on the part of the Owner such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the Work which shall be determined by the Engineer, provided that the Contractor will give notice as provided herein. The foregoing limitations on adjustments to the Contract Price also apply to any causes of delay which affect any subcontractor, materialman, supplier or laborer on the Project. In no event, if

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any such events of delay occur, shall any subcontractor, materialman, supplier or laborer be entitled to additional compensation for delays including claims for extended general conditions, extended overhead and the like against the Owner or Engineer."

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.03 Tests and Inspections

Add the following language at the end of paragraph 13.03.A of the General Conditions:

"Timely Notice" shall mean communication of intent within 48 hours."

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Progress Payments

Replace Paragraph 14.02.A.1. of the General Conditions with the following:

"1. At least 20 days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by the results of the testing of the Work pursuant to Paragraph 13.03.B, field survey data providing conformance of the Work with the requirements of the Contract Documents, and such supporting other documentation as may be required by the Contract Progress payments may not include the cost of materials and equipment not incorporated in the Work."

Add the following language at the end of Paragraph 14.02.A.2 of the General Conditions:

"Contractor shall use the standard forms provided as exhibits in the Construction Documents."

Add the following language at the end of Paragraph 14.02.A.3 of the General Conditions:

"Contractor with full knowledge of its rights under the provisions of Sections 218.735(8), Florida Statutes, as may be amended and supplemented from time to time, does hereby expressly waive the application and applicability of said Section 218.735(8), Florida Statutes, as to the retainage percentages the Owner may withhold from each progress payment made to the Contractor for construction costs and services."

Add the following new Subparagraphs immediately after Paragraph 14.02.A.3 of the General Conditions

"4. Contractor's application for Final Payment shall be submitted within ninety (90) days of the date of the Notice of Substantial Completion.

5. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner's Agent to whom Contractor may submit Applications for Payment or invoices shall be Engineer."

Add the following new Subparagraph immediately after Paragraph 14.02.B.5 of the General Conditions:

"6. For the purpose of compliance with section 218.72(1), Florida Statutes (Local Government Prompt Payment Act), unless otherwise provided in the Agreement, Engineer shall be Owner's "Agent" with respect to review of invoices or payment requests for construction services. For

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review of invoices or payment requests for non-construction services, Owner's "Agent" shall be identified in the Notice to Proceed."

Delete Subparagraph 14.02.C.1 of the General Conditions and replace it with the following:

"C. Payment Becomes Due:

1. Subject to the provisions of Paragraph 14.02.D, payment shall be due Contractor and made by Owner upon the schedule and according to the terms of the *Local Government Prompt Payment Act*, ch. 218, Part IV, Florida Statutes."

SC-14.04 Substantial Completion

Add the following language at the end of Paragraph 14.04.C of the General Conditions:

"Notwithstanding the provisions of GC 14.04.A through C, the parties to this Contract intend that the sequence of actions and schedules for determination of Substantial Completion will conform as closely as possible to the provisions of Ch. 218, Part VII, F.S. (Local Government Prompt Payment Act)."

SC-14.07 Final Payment.

Add the following new Subparagraphs "e" and "f" following Paragraph 14.07.A.2.d, as follows:

"e. executed consents to Owner's assignment to other governmental entities of Contractor's Warranties and guarantees if requested;

f. proof of approval and acceptance of the Work by all applicable regulatory agencies, utility companies and governmental entities. However, if Contractor can demonstrate that a regulatory agency, utility company or governmental entity did not respond to Contractor's request for inspection or approval within a reasonable time or if the regulatory agency's, utility company's or governmental entity's response was delayed due to factors beyond Contractor's control, the Owner may, at its sole discretion, determine that some or all of the time attributable to said response or inspection delay be excluded from the calculation of time for the purpose of determining Liquidated Damages."

Replace subparagraph 14.07.C.1 of the General Conditions with the following:

"C. Payment Becomes Due:

(j) Final payment, constituting the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, shall be due Contractor and made by Owner upon the schedule and according to the terms of the *Local Government Prompt Payment Act*, ch. 218, Part IV, Florida Statutes."

SC-14.10 Waiver of Proof of Payment of Sub-Contractors

Add a new General Condition 14.10.A (Waiver of Proof of Payment of Sub-Contractors), as follows:

"SC-14.10 Waiver of Proof of Payment of Sub-Contractors.

A. Effective October 1, 2012 in accordance with §255.05(11), F.S., notwithstanding any provisions of the Contract Documents to the contrary, if Contractor furnishes and records payment and performance bonds for a District public works project in the manner provided in §255.05(1)(b), F.S., and provides the District with a written consent from Contractor's Surety regarding the project or payment in question, District will not condition its payments to Contractor on the production of a release, waiver, or like documentation from a sub-contractor demonstrating that

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the sub-contractor does not have an outstanding claim against Contractor, Surety, the payment bond, or the District for payments due on labor, services, or materials furnished on the public works project. Surety may, in a writing served on District, revoke its consent or direct that District withhold a specified amount from a payment, which direction shall be effective upon receipt."

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

SC-15.03 Owner May Terminate For Convenience

Delete Paragraph 15.03.A.3 of the General Conditions in its entirety.

Delete Paragraph 15.03.A.4 of the General Conditions in its entirety.

Add the following new paragraph immediately after paragraph 15.03.B of the General Conditions:

"C. Regardless of any language to the contrary contained in this article or the Agreement, if the Owner, following issuance of a Notice of Award to the Contractor, is unable to obtain all necessary permits for the Work prior to the issuance of a Notice to Proceed, the Owner, upon giving seven (7) days written notice to the Contractor, may terminate this Agreement. Upon said termination, the Contractor shall only be entitled to reimbursement for the actual cost incurred by the Contractor for: (a) purchase of the Contract Documents in the amount set forth in the Invitation to Bid and (b) actual out-of-pocket expenses incurred for the acquisitions of the Payment and Performance Bonds required under the terms of this Agreement."

SC-15.04 Contractor May Stop Work or Terminate

Amend Paragraph 15.04.B. of the General Conditions by deleting the last sentence of the paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

SC-16.01 Method and Procedures

Replace Paragraph 16.01 of the General Conditions with the following:

"SC-16.01 Third-Party Neutral Evaluation

A. Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after receipt of written notice of Engineer's action or decision unless, within that time period, Owner or Contractor gives to the other party written notice of intent to submit the Claim to a third-party neutral as set forth below.

B. Within 30 days of delivery of the written notice described in Paragraph SC-16.01.A, Owner and Contractor shall meet and agree on a qualified neutral individual to evaluate the Claim and make a non-binding recommendation for its resolution. In the event the parties cannot so agree within this 30-day period, either party may request that the American Arbitration Association appoint a qualified third-party neutral.

C. Within 30 days of the appointment of the third-party neutral, Owner, Contractor, and the neutral shall attend a meeting to discuss the Claim and provide the neutral with information and documentation for evaluation of the Claim.

D. Within 30 days of the conclusion of the meeting described in SC-16.01.C, the neutral shall issue a non-binding recommendation for settlement, including a statement of the rationale and Contract Document provisions relied upon.

E. The fees and expenses of the American Arbitration Association (if any) and the neutral shall be shared equally by Owner and Contractor.

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F. If the Claim is not resolved by the third-party neutral evaluation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after receipt of the written recommendation unless, within that time period, Owner or Contractor:

1. elects in writing to demand arbitration of the Claim, pursuant to Paragraph SC-16.02, or
2. agrees with the other party to submit the Claim to another dispute resolution process."

Add the following new paragraph immediately after Paragraph 16.01 of the General Conditions.

"**SC-16.02 Arbitration**.

A. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) including but not limited to those not resolved under the provisions of Paragraph SC-16.01 will be decided by arbitration in accordance with the American Arbitration Association, subject to the conditions and limitations of this Paragraph SC-16.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph SC-16.01.C, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statue of limitations.

C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, jointer, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. The inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
2. Such other individual or entity is substantially involved in a question of law or fact which is common to those who parties to the arbitration are already and which will arise in such proceedings.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Controlling Law relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor."

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INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-1000

GENERAL REQUIREMENTS

1.0 PROJECT LOCATION

The Indian Trail Improvement District is located in the northwest portion of Palm Beach County lying generally north of the Village of Wellington and the Village of Royal Palm Beach, west of the City of West Palm Beach and Palm Beach Gardens, adjacent to the City of Westlake, and south of the Martin County line, excluding, among others, all municipalities and water control districts in existence at the time the District was created. The District was created in 1957 for the purpose of reclaiming the lands within its boundaries for water control purposes and to protect the land within its boundaries from the effects of storm and drainage water.

2.0 SCOPE OF WORK

The Work shall include construction of a sheet pile weir with two operable canal gates, canal reconstruction with bank stabilization, filter fabric, rubble rip rap, pipe plugs, a coffer dam, restoration, and pollution control.

3.0 GENERAL

A. CONTRACTOR will notify OWNER 48 hours prior to commencement of construction.
B. OWNER will provide CONTRACTOR access to sites.
C. CONTRACTOR shall police all work sites regularly to ensure they are kept free of trash and debris.
D. No fuel or equipment may be stored on-site unless approved in advance by the OWNER.
E. Prior to engaging in any discussions with other entities, such as the news media, pertaining to the Contract, CONTRACTOR shall notify the OWNER.
F. CONTRACTOR will have a supervisor equipped with a radio, phone or paging device so the OWNER will have 24 hour contact if problems arise in field operations.
G. CONTRACTOR will make personnel available for emergency work 24 hours a day, 7 days a week.
H. CONTRACTOR will have a local telephone number for this purpose within one month after signing the Construction Contract.
I. CONTRACTOR shall not subcontract more than 25% of the contract amount and shall perform a minimum of 75% of the work within their own organization, unless authorized in writing in advance by OWNER.
J. Upon receipt of a request for proposal (RFP), by phone or in writing, CONTRACTOR is required to respond within 72 hours or within the time specified in the RFP.
K. CONTRACTOR shall adhere to all OSHA standards.
L. CONTRACTOR shall coordinate with testing labs as required.
M. OWNER will pay for all passing material tests.
N. CONTRACTOR shall comply with the specifications and details on the project drawings (plans).
O. CONTRACTOR shall comply with all CONTRACTOR related grant requirements.

4.0 CONSTRUCTION PLAN

A. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals required to construct a sheet pile weir with two operable canal gates, canal reconstruction with bank stabilization, filter fabric, rubble rip rap, pipe plugs, a coffer dam, restoration, and pollution control as depicted in the following:

1. Civil Engineering Plans, 2 sheets: Site Plan and Pollution Prevention Plan.
2. Structural Plans, 6 sheets: General Notes, Plan and Elevation, Platform and Gate Plan and Elevation, Platform and Bulkhead Reinforcing, Platform and Bracket Details, and Walkway Plan and Details.

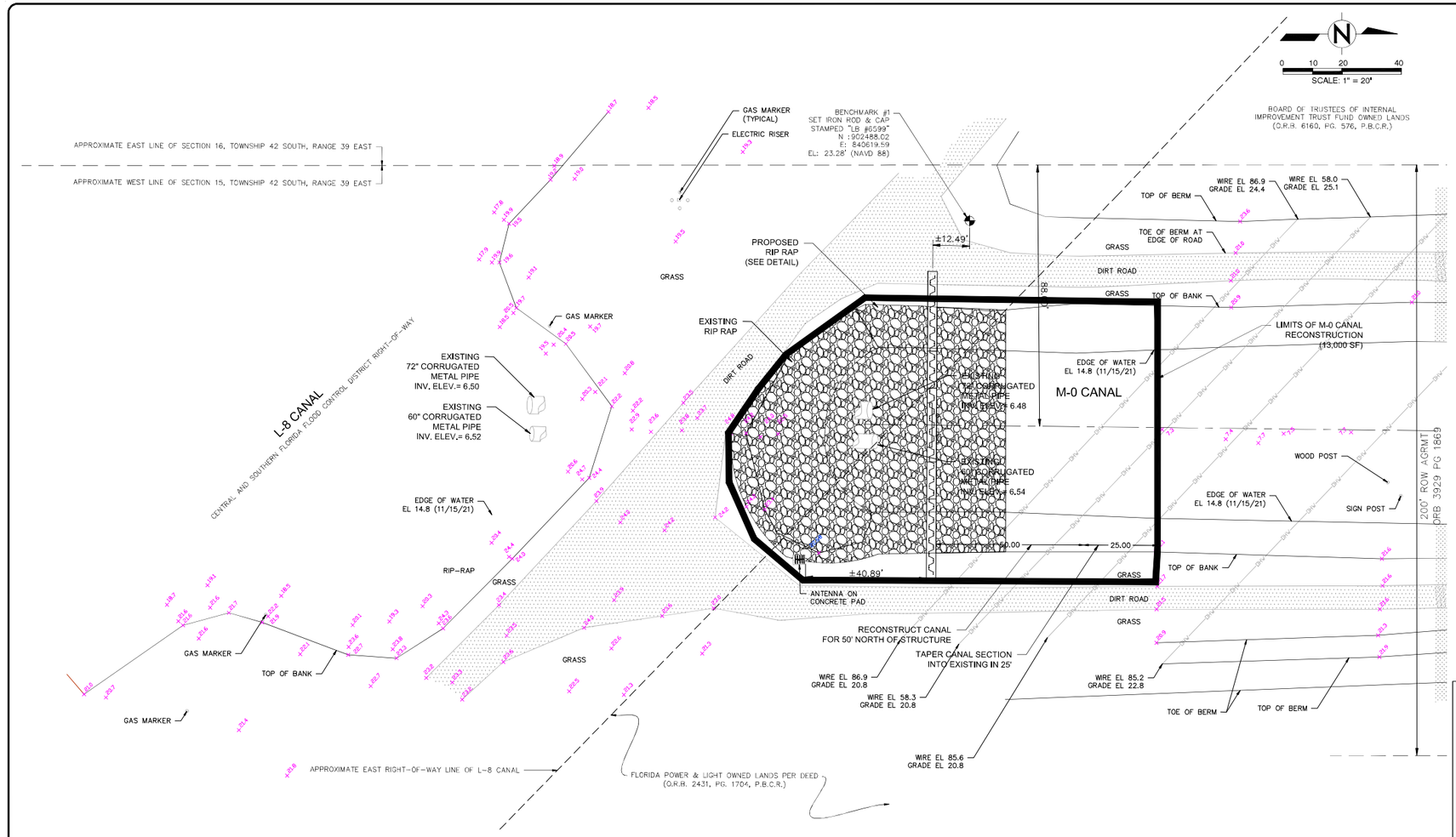
B. SUBMITTALS

Submittals shall include as a minimum:

1. Schedule of Work
2. Shop Drawings

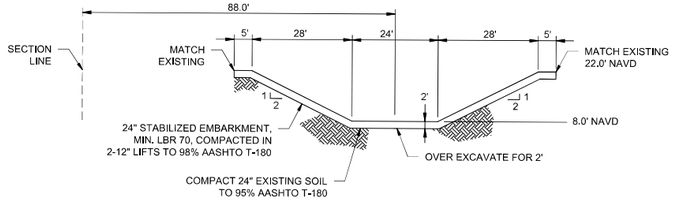
Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

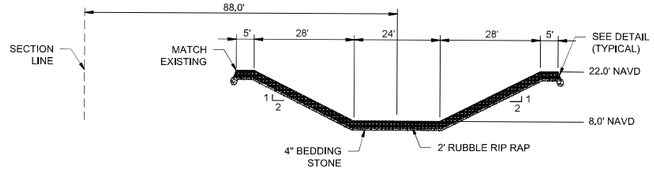


GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.



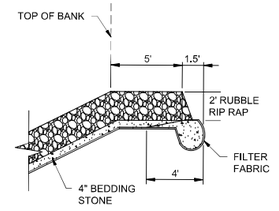
CANAL SECTION
(LOOKING NORTH)
NORTH OF STRUCTURE



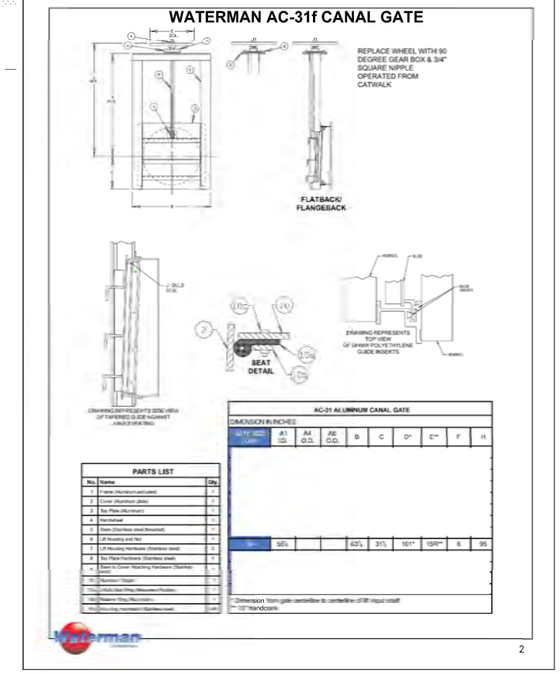
NOTES:

1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTIONS 530-3.2 & 530-3.3 OF THE FDOT SPECIFICATIONS. THE AREAS TO RECEIVE RIP RAP SHALL BE LINED WITH FILTER FABRIC AND 4 INCHES OF BEDDING STONE. ROCK RUBBLE SHALL BE PLACED IN 2 LAYERS FOR A TOTAL DEPTH OF 24" TO PRODUCE A REASONABLY WELL GRADED MASS OF STONE WITH THE MINIMUM PRACTICAL PERCENTAGE OF VOIDS.
2. THE ROCK RUBBLE SHALL BE BROKEN STONE CONFORMING TO SECTION 530-2.2.2 OR 530-2.2.1 (WITH WRITTEN PRIOR APPROVAL) OF THE FDOT SPECIFICATIONS. BROKEN CONCRETE SHALL NOT BE ALLOWED.
3. THE BEDDING STONE SHALL CONFORM TO SECTION 530-2.2.4 OF THE FDOT SPEFICATIONS.
4. THE FILTER FABRIC MATERIALS SHALL CONFORM TO SECTION 985 OF THE FDOT SPEFICATIONS FOR CLASS 3 FABRIC. INSTALLATIONS SHALL CONFORM TO SECTION 514-4, FDOT SPEFICATIONS.
5. EXISTING RUBBLE RIP RAP CAN BE REUSED IF IT MEETS THE REQUIREMENTS AS SPECIFIED ABOVE.

CANAL SECTION
(LOOKING NORTH)
SOUTH OF STRUCTURE



BEDDING STONE AND FILTER FABRIC



2

REVISIONS						
NO.	DATE	REMARKS	BY			
6	6/6/25	DCE FAI - RIP RAP SPEC	JGF			
5	4/24/25	DCE FAI - Add Notes	JGF			
4	2/24/25	SFWMD FROM FAI - Remove Trip Flo Rap Detail	JGF			
3	6/4/24	SFWMD FROM FAI	JGF			
2	7/9/22	SFWMD DEP FAI	JGF			
1						

STORMWATER ENGINEERING, INC.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-3028 • Fax (561)242-0109 • stormwater@gmail.com

CIVIL SITE PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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SITE-key 91084.606 Civil Site Plan.dwg

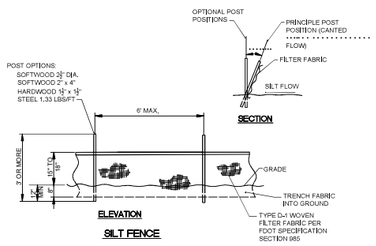
DATE	6/27/2022
DRAWN	PL
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	JGF

SHEET NO. 1 2

JOB NO. 91084.006

8/31/2025 9:58 AM





GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.
5. SOD DISTURBED AREAS WITH BAHIA GRASS.

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

REVISIONS

NO.	DATE	REMARKS	BY
1	8/4/22	Add Pipe Balloon Plugs, Delete Coffer Dam	JGF

STORMWATER ENGINEERING, INC.
S/E
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POLLUTION PREVENTION PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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Jay C. Fox, P.E.
License # 72053
C.A. 00029464

DATE	7/31/2022
DRAWN	JGF
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	JGF

SHEET NO. 2 of 2

JOB NO. 91084.006

91084.006 Pollution Control Plan.dwg

8/4/2022 10:39 AM

S/E-Jay

GENERAL NOTES

1. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL DRAWINGS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE GOVERNING BUILDING CODE.
2. CONSTRUCTION IS TO COMPLY WITH THE REQUIREMENTS OF THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
3. SPECIAL CARE SHALL BE TAKEN TO PROVIDE ADEQUATE VERTICAL AND HORIZONTAL SHORING TO SUPPORT ALL CONSTRUCTION LOADS.
4. SOURCE OF TOPOGRAPHIC SURVEY: DENNIS J. LEAVY & ASSOCIATES, INC.
5. THE WALL DESIGNS IN THESE PLANS IS BASED ON INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT PREPARED BY TERRACON CONSULTANTS, INC.
6. SELECT EMBANKMENT SHALL BE USED TO BACKFILL BEHIND NEW BULKHEAD WALL AS DIRECTED IN THE PLANS. FILL SHALL BE PLACED TO AN ELEVATION OF 1' ABOVE WATER ELEVATION IN LOW TIDE CONDITIONS AND THEN COMPACTED IN 12" LIFTS UP TO FINAL GRADE. COMPACTION SHALL BE PERFORMED BY USE OF VIBRATING PLATE COMPACTOR. MECHANICAL ROLLERS SHALL NOT BE USED. ADJACENT TO THE WALL COMPACTION SHALL BE ACCOMPLISHED AFTER DEADMAN AND ANCHOR RODS ARE IN PLACE AND BEFORE CAP IS CAST.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2017).
8. SHOP DRAWINGS AND SPECIFICATIONS TO BE PROVIDED TO ENGINEER FOR REVIEW AND APPROVAL.
9. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556, FLORIDA STATUTES AND FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND PIPELINES.
10. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITY LINES, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES CAUSED BY HIS OPERATIONS.
11. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
12. ALL CONSTRUCTION STAKE-OUT IS THE RESPONSIBILITY OF THE CONTRACTOR AND ALL ASSOCIATED COSTS ARE TO BE CONSIDERED INCIDENTAL TO CONSTRUCTION OF THE SPECIFIC ITEM CONSTRUCTED.
13. THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN NOR FOR ANY FACILITY NOT SHOWN. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE UTILITY SUPPLIER OF THE UTILITY CONFLICTS AND THE UTILITY ADJUSTMENTS AS REQUIRED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES.
16. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE ENGINEER OF RECORD.
17. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.
18. AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD.
19. CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.
20. ALL VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA AT THE CONTRACTORS EXPENSE.
21. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
22. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
23. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THE R/W WHERE THE PROJECT IS CONSTRUCTED.
24. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
25. CONTRACTOR SHALL MONITOR AND PROHIBIT THE DEFACING OF FRESHLY PLACED CONCRETE SURFACES. ANY CONCRETE SURFACES DEFACED SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
26. CLEARING AND GRUBBING SHALL INCLUDE REMOVAL OF ALL VEGETATION WITHIN SITE AS REQUIRED TO CONSTRUCT THE REQUIRED IMPROVEMENTS.
27. PROJECT SITE SAFETY:
    A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
    B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
    C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
28. SIX (6) COPIES OF ALL SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIAL SUBSTITUTIONS MUST BE APPROVED PRIOR TO DELIVERY TO THE SITE.
29. IN THE EVENT DE-WATERING IS REQUIRED, THE CONTRACTOR IS TO OBTAIN THE PERMIT FROM THE REQUIRED AGENCIES.
30. CONTRACTOR TO RESTORE ALL AREAS DISTURBED DURING CONSTRUCTION TO EXISTING CONDITION.
31. VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES.
32. NO OPENINGS OR PENETRATIONS, OTHER THAN THOSE SHOWN ON THE DWG'S, SHALL BE MADE WITHOUT THE ENGINEER'S APPROVAL.
33. THE STRUCTURE HAS BEEN DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE WALL IS COMPLETE. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE VARIOUS WALLS AND THEIR COMPONENTS DURING ERECTION.
34. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWING SHALL APPLY TO ALL SITUATIONS OCCURING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. THE APPLICABILITY OF THE DETAIL TO ITS LOCATION ON THE PLANS CAN BE DETERMINED BY THE TITLE OF DETAIL. SUCH DETAILS SHALL APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE DETERMINED BY THE ENGINEER OF RECORD.
35. PRIOR TO SHOP DRAWING PREPARATION, THE GENERAL CONTRACTOR IS TO INVESTIGATE AND VERIFY ACTUAL FIELD CONDITIONS, EXPOSED OR CONCEALED AND TAKE INTO ACCOUNT ANY POSSIBLE CONSTRUCTION INTERFERENCES AND RELOCATIONS OF, BUT NOT LIMITED TO STRUCTURES, EQUIPMENT, UTILITIES CABLES, DUCT LINES, PIPING, DRAIN LINES, ETC.

DESIGN DATA

1. THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020 EDITION
2. LOADS USED IN ANALYSIS OF THE WALLS:
    a. SATURATED SOIL UNIT WEIGHT: 113 LBS./CU. FT.
    b. SUBMERGED SOIL UNIT WEIGHT: 56 LBS./CU. FT.
    c. SOIL ACTIVE PRESSURE COEFFICIENT: Ka=0.32
    c. SOIL PASSIVE PRESSURE COEFFICIENT: Kp=3.12
    d. LIVE LOAD SURCHARGE ADJACENT TO WALL: 100 LBS./SQ. FT.
    e. LIVE LOAD ON PLATFORM : 100 LBS./SQ. FT.
    f. CONCRETE UNIT WEIGHT : 150 LBS./CU. FT.

REINFORCED CONCRETE

1. REINFORCEMENT SHALL BE WELL DETAILED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF STANDARD PRACTICE (ACI – 315) UNLESS OTHERWISE NOTED.
2. THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CAPS. CONSTRUCTION JOINTS SHALL BE PERMITTED ONLY AT THE LOCATIONS IDENTIFIED IN PLANS.
3. REINFORCEMENT SHALL BE CAREFULLY PLACED, RIGIDLY SUPPORTED, AND WELL TIED WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE (ACI – 315).
4. MIXING, TRANSPORTING AND PLACING OF CONCRETE SHALL CONFORM TO THE LATEST EDITION OF THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301).
5. STRUCTURAL CONCRETE SHALL CONFORM TO ACI 301 SPECIFICATIONS, AND SHALL DEVELOP THE FOLLOWING MINIMUM COMPRESSIVE STRENGTHS AT 28 DAYS, AS WELL AS OTHER PROPERTIES SPECIFIED IN THESE DOCUMENTS. SEE SPECIFICATIONS FOR ADDITIONAL DESIGN MIX REQUIREMENTS.

   CAST-IN-PLACE CONCRETE: 3,400 PSI (FDOT CLASS II)

6. CONCRETE SHALL BE READY-MIX, REGULAR WEIGHT FOR ALL STRUCTURAL USES, WITH MINIMUM DRY DENSITY OF 145 LBS. PER CUBIC FOOT.
7. CHAMFER ALL EXPOSED CONCRETE EDGES 3/4" – UNLESS NOTED OTHERWISE.
8. REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND INSTALLED IN ACCORDANCE WITH ACI 318 (LATEST EDITION) AND ACI DETAILING MANUAL, ACI 315 (LATEST EDITION).
9. REINFORCING STEEL SHALL BE NEW, DEFORMED BARS, FREE OF RUST, SCALE AND OIL, CONFORMING TO ASTM A-615, GRADE 60 WITH A MINIMUM YIELD STRENGTH = 60,000 PSI, UNLESS OTHERWISE SHOWN.
10. PROVIDE CONTINUOUS REINFORCEMENT WITH ACI CLASS "B" LAP SPLICES, OR AS NOTED OTHERWISE. IN THE CAPS, LAP CONTINUOUS BOTTOM STEEL OVER SUPPORTS AND CONTINUOUS TOP STEEL AT MID SPAN, UNLESS NOTED OTHERWISE.
11. PROVIDE THE FOLLOWING MINIMUM CONCRETE COVERAGE OVER REINFORCING UNLESS NOTED OTHERWISE:

    CAST-IN-PLACE CONCRETE (FORMED SURFACES) TOP, BOTTOM, SIDES AND ENDS: 4"

    CAST-IN-PLACE CONCRETE (CAST AGAINST EARTH): 4"

12. ALL EMBEDDED ITEMS SHALL BE SECURELY FIXED AND MAINTAINED IN POSITION PRIOR TO AND DURING CONCRETE PLACEMENT.
13. PROVIDE REINFORCEMENT SPLICES AS INDICATED BELOW IN CONFORMANCE WITH AN ACI CLASS B TENSION SPLICE, (ACI 318-14). NO REDUCTION SHALL BE PERMITTED DUE TO BAR SPACING (TOP BARS ARE ANY BARS):

    CLASS B SPLICES FOR "PLAIN" REINFORCEMENT:

BAR SIZE	ALL BARS
#5	36"
#4	30"
#6	48"

14. TERMINATE ALL DISCONTINUOUS ENDS OF TOP BARS WITH STANDARD ACI HOOKS. TURN HOOKS UP OR DOWN INTO SUPPORTING STRUCTURE. CORNER BARS SHALL BE SUPPLIED AND PLACED IN ADDITION TO HOOKED ENDS, PER DETAILS IN THESE DOCUMENTS.
15. WHERE WALLS, BEAMS AND FOOTINGS CHANGE DIRECTION, PROVIDE CORNER BARS OF SAME SIZE AND QUANTITY AS THE SPECIFIED LONGITUDINAL STEEL.
16. READY-MIXED CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C94. IN CASE OF DISCREPANCY, THE PLANS AND SPECIFICATIONS SHALL GOVERN.
17. CEMENT SHALL CONFORM TO ASTM C150, TYPE I. FLY ASH SHALL CONFORM TO ASTM C618, CLASS C OR F. THE RATIO OF THE AMOUNT (BY WEIGHT) OF FLY ASH TO THE AMOUNT OF PORTLAND CEMENT IN THE MIX SHALL NOT EXCEED 25 PERCENT.
18. NORMAL WEIGHT AGGREGATES SHALL CONFORM TO ASTM C33.
19. WATER-REDUCING ADMIXTURES SHALL CONFORM TO ASTM C494.
20. AIR-ENTRAINING ADMIXTURES OR ADMIXTURES CONTAINING MORE THAN 0.1%CHLORIDE IONS SHALL NOT BE USED.
21. CONCRETE TICKETS SHALL BE TIMED STAMPED WHEN BATCHED. THE MAXIMUM TIME ALLOWED FROM THE TIME MIXING WATER ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1 1/2) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL NOT BE USED IN THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNERS' REPRESENTATIVE, THE CONTRACTOR AND THE ENGINEER OF ANY NON-COMPLIANCE WITH THE ABOVE.
22. ALL STRUCTURAL ELEMENTS SHALL BE CONSTRUCTED WITH CONCRETE MIXES WHICH UTILIZE NORMAL SIZE AGGREGATE. PEAROCK MIXES ARE NOT ACCEPTABLE.
23. WATER MAY NOT BE ADDED AT THE SITE EXCEPT AT THE DIRECTION OF A REPRESENTATIVE OF THE SUPPLIER. ANY ALLOWABLE WATER MUST BE ADDED TO THE FULL MIX PRIOR TO PLACING ANY CONCRETE. MIXES WITH WATER ADDED AT THE SITE, OTHER THAN AS INDICATED ABOVE, ARE SUBJECT TO REJECTION AND REMOVAL FROM THE PROJECT. IN ALL INSTANCES, MIXES WITH WATER ADDED AT THE SITE SHALL BE INDICATED ON THE TEST REPORTS AND SUCH MIXES SHALL HAVE A SET OF CYLINDERS TAKEN FROM THE MIX AND A SLUMP TEST PERFORMED AFTER ADDITION OF WATER. ALL CONCRETE TICKETS SHOULD CLEARLY STATE THE ALLOWABLE JOB SITE WATER THAT MAY BE ADDED WITHOUT INVALIDATING THE MIX. THIS REQUIREMENT SHOULD BE CLEARLY COMMUNICATED TO THE CONCRETE SUPPLIER.
24. IN HOT WEATHER CONDITIONS, MIXING, PLACING, FINISHING, CURING AND PROTECTION OF CONCRETE SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 305R, HOT WEATHER CONCRETING.
25. USE OF CONSTRUCTION JOINTS AT LOCATIONS OTHER THAN THOSE INDICATED ON THE DRAWINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR APPROVAL.

CONCRETE MIX DESIGN

THE CONTRACTOR SHALL SUBMIT FOR THE REVIEW OF THE STRUCTURAL ENGINEER A MIX DESIGN FOR EACH CLASS OF CONCRETE. EACH MIX DESIGN SHALL BE IDENTIFIED BY A MIX NUMBER OR OTHER UNIQUE IDENTIFICATION. THE CONTRACTOR SHALL NOT VARY FROM THE MIX DESIGNS NOR ANY CONCRETE OTHER THAN THE APPROVED MIX DESIGNS WITHOUT THE APPROVAL OF THE ENGINEER. MIX DESIGN SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION:

1. MIX DESIGN NUMBER OR UNIQUE IDENTIFICATION AND INTENDED LOCATION OF PLACEMENT.
2. CEMENT TYPE, PROPORTION AND NUMBER OF MANUFACTURER.
3. ALTERNATE CEMENTITIOUS MATERIALS PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
4. FLY ASH AND/OR SLAG PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
5. COARSE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
6. FINE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
7. MIXING WATER PROPORTION AND SOURCE.
8. ADMIXTURE DOSAGES, PRODUCT NAME(S) AND MANUFACTURER NAME(S).
9. DESIGN 28-DAY COMPRESSIVE STRENGTH (F'C).
10. DESIGN SLUMP RANGE.
11. DESIGN AIR-ENTRAINMENT (FOR CONCRETE REQUIRING ENTRAINED AIR).
12. STATISTICAL ANALYSIS OF LABORATORY STRENGTH TEST DATA IN ACCORDANCE WITH STANDARD DEVIATION DETERMINATION OUTLINED IN ACI 318.
13. WATER/CEMENTITIOUS MATERIALS RATIO (NOT TO EXCEED 0.40).
14. EXPOSURE CLASS AND CATEGORY.

CONCRETE TESTING

1. CONCRETE TESTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING PARAMETERS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF AN INDEPENDENT TESTING LABORATORY APPROVED BY THE OWNER AND THE ENGINEER.
2. CONCRETE MIXES WHICH HAVE WATER ADDED AT THE SITE SHALL BE TESTED AS INDICATED IN THE CONCRETE NOTES.
3. FORWARD COPIES OF TEST RESULTS TO THE ENGINEER, CONCRETE SUPPLIER AND CONTRACTOR WITHIN 24 HOURS AFTER TESTING.
4. AN INDEPENDENT TEST LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE.
    a. ASTM C143 "STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE." MINIMUM SLUMP SHALL BE AS INDICATED IN THE CONCRETE NOTES SECTION OR AS SPECIFIED IN APPROVED MIX DESIGN SUBMITTALS.
    b. ASTM C39 "STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS". A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EVERY 50 CUBIC YARDS (OR FRACTION THEREOF), PLACED PER DAY. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS:
        1 AT 3 DAYS
        1 AT 7 DAYS
        1 AT 28 DAYS
5. CONTRACTOR TO PROVIDE ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDER(S) MAY BE DISPOSED.

SHOP DRAWING REVIEW

1. SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.
2. SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR'S FIELD ENGINEER PRIOR TO SUBMITTAL TO THE ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCHECKED. ALLOW TEN BUSINESS DAYS FOR REVIEW TIME OF SHOP DRAWING SUBMITTALS.
3. SHOP DRAWING SUBMITTALS SHALL BE MADE AS ELECTRONIC FILES (.PDF FORMAT). ENGINEER'S REVIEW STAMP WILL BE PROVIDED TO CONTRACTOR AND SHALL BE APPLIED TO ALL DRAWINGS PRIOR TO SUBMITTAL TO CONTRACTOR.
4. THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.
5. CHANGES AND ADDITIONS MADE ON THE RE-SUBMITTALS SHALL BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS SHALL BE CLEARLY NOTED ON THE LETTER TRANSMITTAL. THE ENGINEER'S REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE RE-SUBMITTAL.
6. SHOP DRAWING SUBMITTALS ARE REQUIRED FOR THE FOLLOWING ITEMS: KING PILES, SHEET PANELS (INCLUDING DETAILS FOR LIFTING), TIE BACK RODS & ANCHORS, CAP REINFORCING, DEAD MAN ANCHOR REINFORCING AND RIP RAP. IN ADDITION, PRODUCT SUBMITTAL SHALL BE MADE FOR ALL PRODUCTS IDENTIFIED ON THE PLANS.

STRUCTURAL STEEL NOTES:

1. STRUCTURAL STEEL DETAILING, FABRICATION AND ERECTION SHALL CONFORM TO THE AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS", LATEST EDITION WITH AMENDMENTS, AND THE AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES", LATEST EDITION WITH AMENDMENTS.
2. STRUCTURAL STEEL WIDE FLANGE SHAPES SHALL CONFORM TO ASTM A992.
3. STRUCTURAL STEEL PLATES AND ROLLED SHAPES OTHER THAN WIDE-FLANGE SHAPES SHALL CONFORM TO ASTM A36, U.N.O.
4. STRUCTURAL STEEL HSS RECTANGULAR AND SQUARE SECTIONS SHALL CONFORM TO ASTM A500, GRADE B WITH A MINIMUM YIELD STRENGTH OF 46 KSI.
5. ANCHOR RODS SHALL CONFORM TO ASTM F1554 GRADE 36, U.N.O.
6. ALL THREADED ROD SHALL CONFORM TO ASTM A36, U.N.O.
7. HILTI KWIK BOLT SHALL BE GRADE 316 STAINLESS STEEL.
8. BOLTED CONNECTIONS SHALL CONFORM TO THE "SPECIFICATION OF STRUCTURAL JOINTS USING ASTM A325 OR 490 BOLTS", APPROVED BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS. BOLTED CONNECTIONS FOR STRUCTURAL STEEL MEMBERS SHALL BE WITH 3/4" DIAMETER A325 BOLTS U.N.O.
9. WELDING PROCEDURES SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY'S "STRUCTURAL WELDING CODE FOR STEEL" ANSI/AWS D1.1.
10. WELDED CONNECTIONS BETWEEN STRUCTURAL STEEL MEMBERS SHALL BE MADE WITH E70XX ELECTRODES, U.N.O.
11. STRUCTURAL STEEL TO BE HOT-DIP GALVANIZED.
12. STRUCTURAL STEEL NOTED TO BE GALVANIZED SHALL BE HOT-DIP GALVANIZED IN CONFORMANCE WITH ASTM A123.
13. DO NOT PAINT OR GALVANIZE THE FOLLOWING SURFACES:
    a. SURFACES TO BE WELDED.
14. ALL ABRASIONS TO THE SHOP FINISH SHALL BE TOUCHED-UP AFTER ERECTION IS COMPLETE. FOR GALVANIZED STEEL, USE A ZINC-RICH COLD-GALVANIZING PAINT.
15. FOR CONNECTIONS NOT SPECIFICALLY DETAILED, PROVIDE CONNECTION USING 1/2 OF MAXIMUM TOTAL UNIFORM LOAD FROM MANUAL (CURRENT EDITION).

STEEL SHEET PILE:

1. PREDRILLING PRIOR TO INSTALLING THE STILL SHEET PILING IS REQUIRED TO CREATE A SLOT IN THE ROCK LAYER. THE DEPTH OF THE DRILLING SHALL EXCEED THE PILE TIP ELEVATION OF -21.58' NAVD. THE FRAGMENTED LIMESTONE COBBLES SHALL BE REMOVED, AND THE HOLES BACKFILLED WITH CLEAN SAND PRIOR TO DRIVING OF THE STEEL SHEET PILES. SAND INFILL FROM THE CANAL EMBANKMENT DURING THE DRILLING PROCESS IS ACCEPTABLE TO LEAVE IN PLACE AND SUPPLEMENTED AS NECESSARY TO COMPLETELY FILL THE HOLES.
2. REFER TO GEOTECHNICAL REPORT PREPARED BY:
   TERRACON CONSULTANTS, INC.
   ITID M-O CANAL OUTFALL STRUCTURE
   TERRACON PROJECT NO.: HD205041
3. SHEET PILES SHALL BE COATED WITH COAL TAR EPOXY.

ALAN L. GERWIG LICENSE No. 39481 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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CA #7969
Ph.: (561) 792-9000
Fax.: (561) 792-9901
Civil and Structural Engineers

M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

GENERAL NOTES

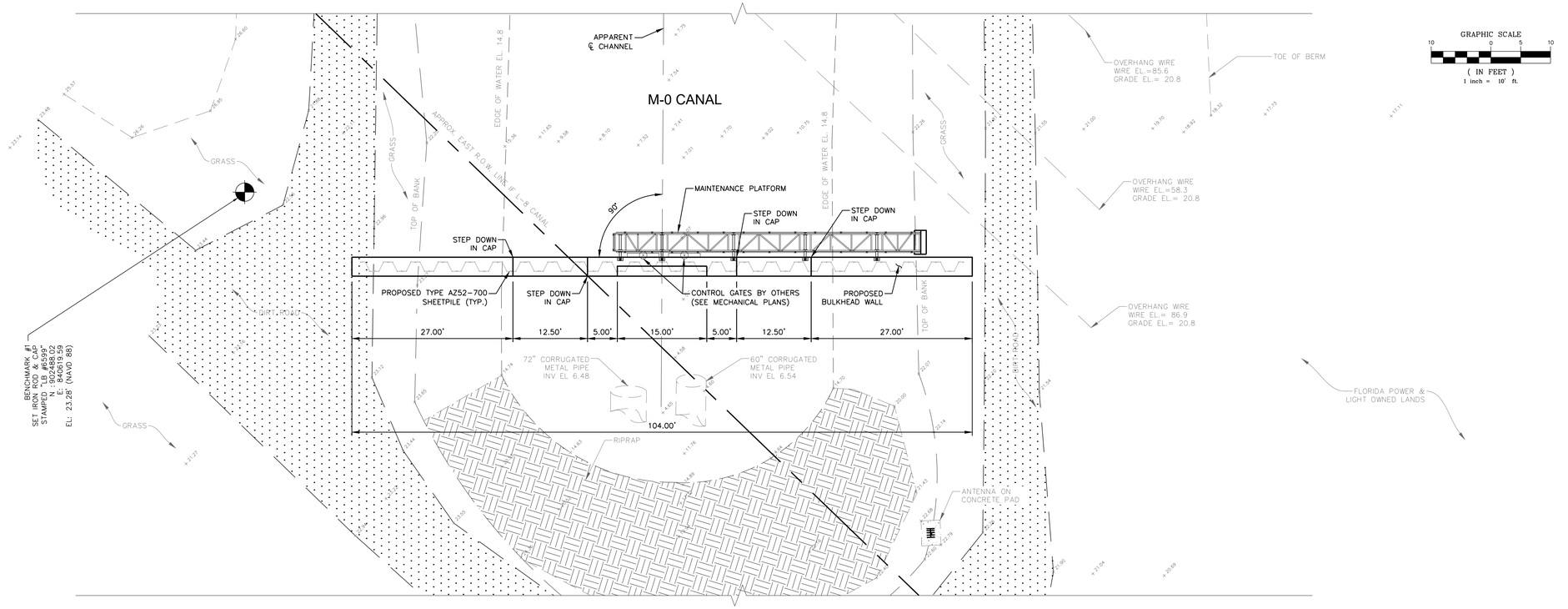
REVISIONS

No.	Date	Dr.	Ck.

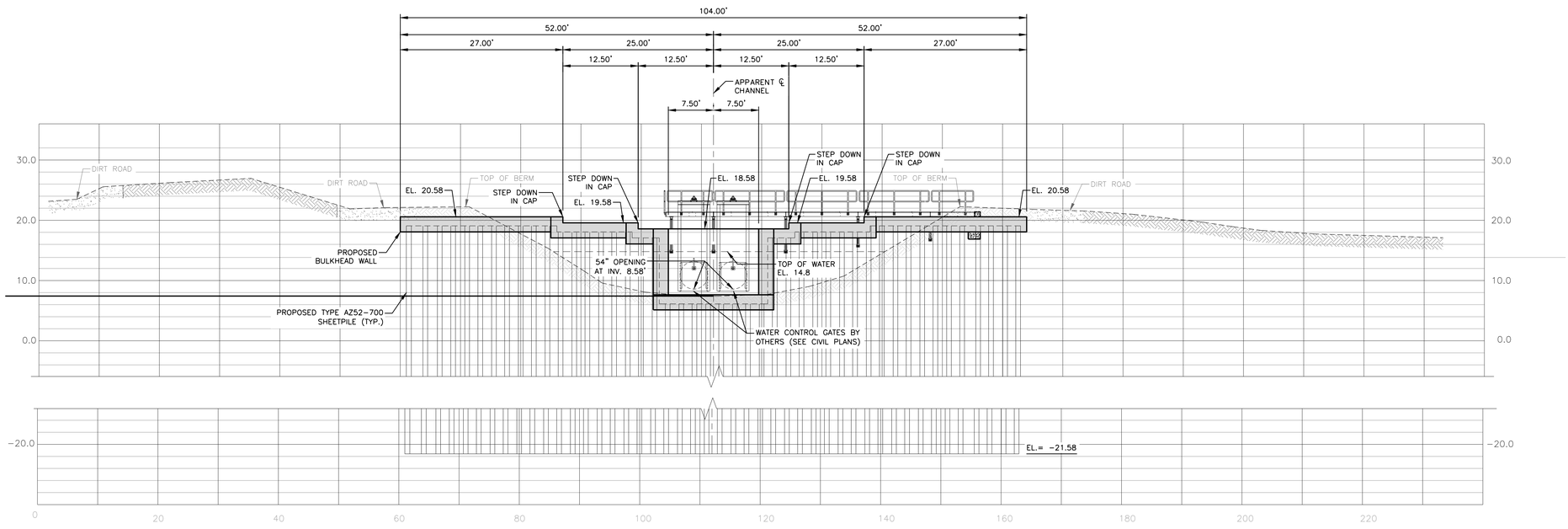
Appr. ALG Scale NOTED
Dr. SEC Ck. ALG
Drawing Date 6/19/2022
Proj. No. 21-028
Sheet S1 of S6

H:\Drawings\ITID M-O Canal Water Control Structure (21-028)\09-WRK-DWGS\21-028_GENERAL NOTES.dwg - Thursday, November 13, 2025 2:02:16 PM - Michael Cunningham

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PLAN VIEW
SCALE : 1"=10'-0"



ELEVATION
SCALE : 1"=10'-0"

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M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

PLAN AND ELEVATION

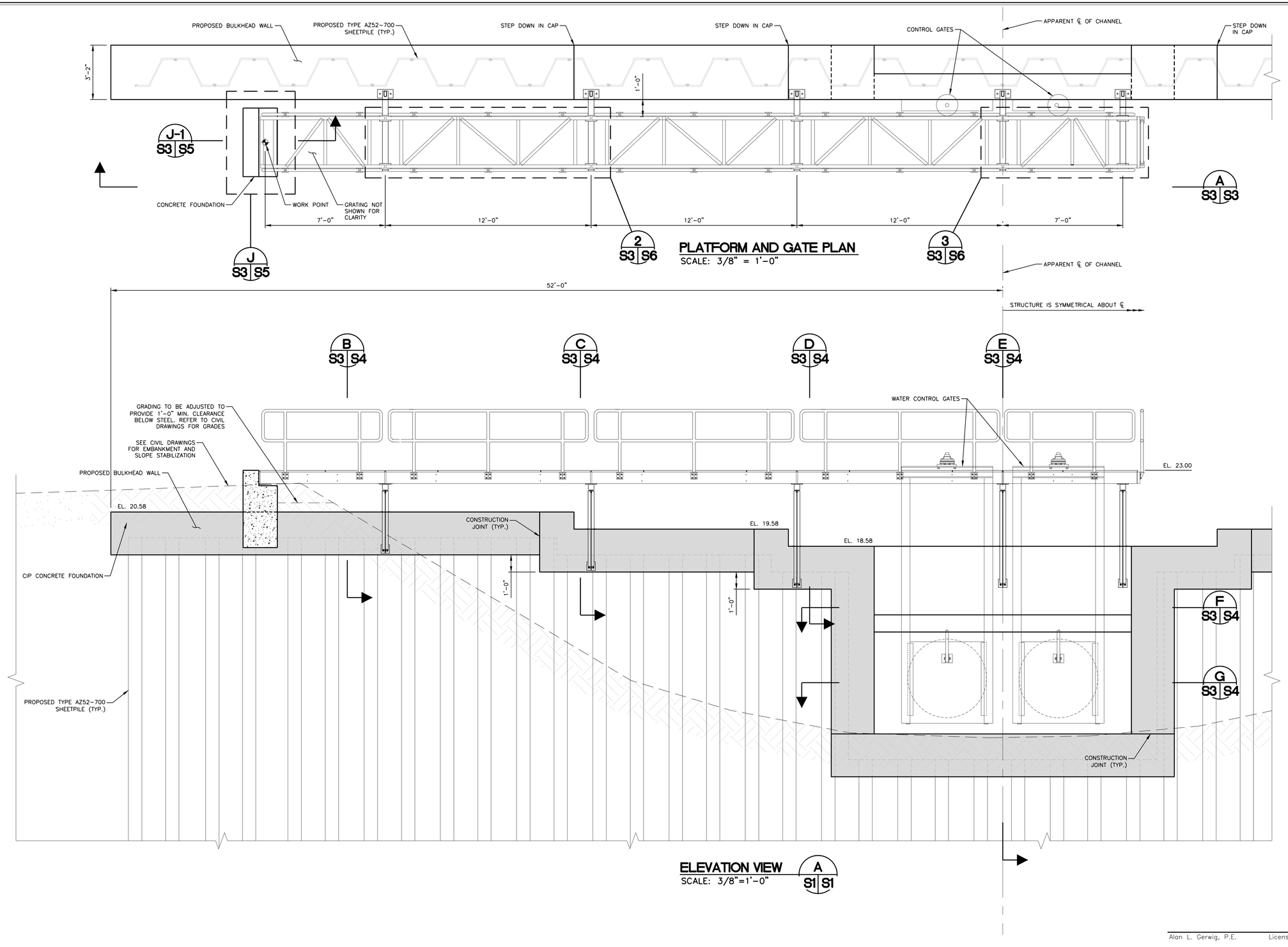
REVISIONS

No.	Date	Dr.	Ck.

Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S2 of S6		

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M-O CANAL WATER STRUCTURE

PALM BEACH COUNTY, FLORIDA

PLATFORM AND GATE PLAN AND ELEVATION

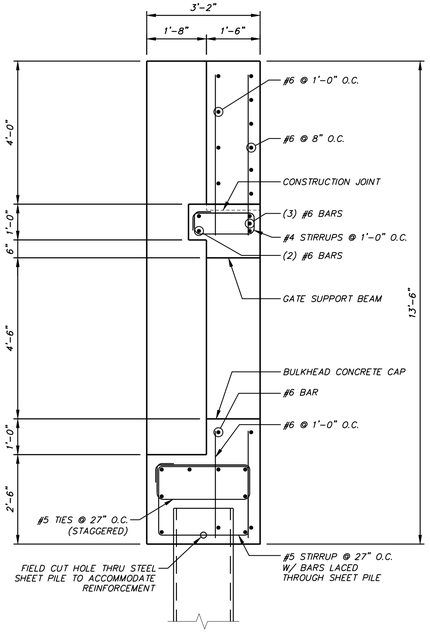
REVISIONS

No.	Date	Dr.	Ck.

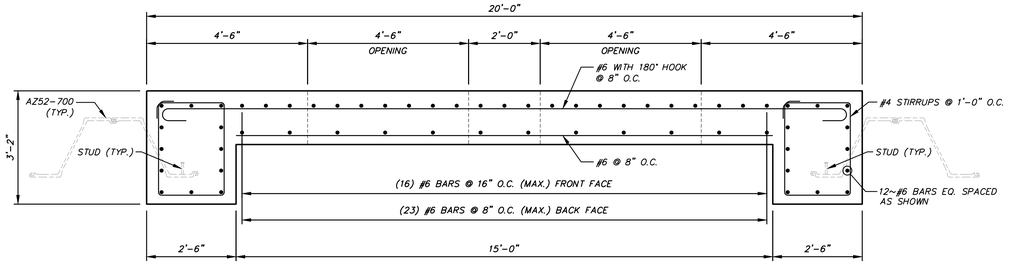
Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S3 of S6		

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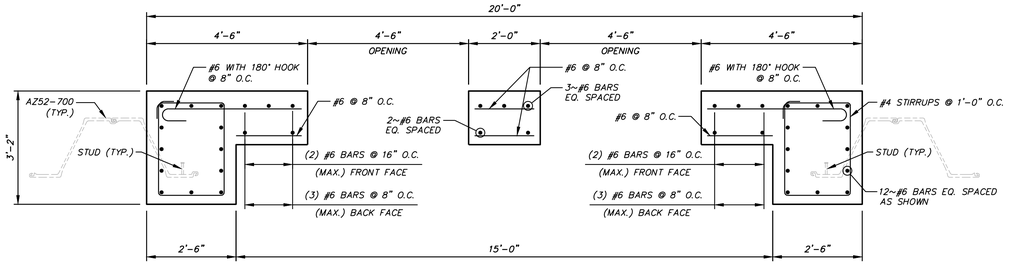
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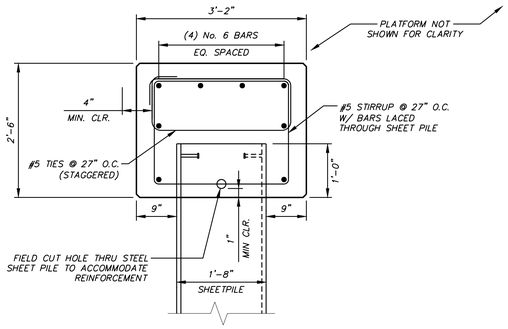
GATE SUPPORT SECTION E
SCALE: 1/2"=1'-0"
S3 | S4



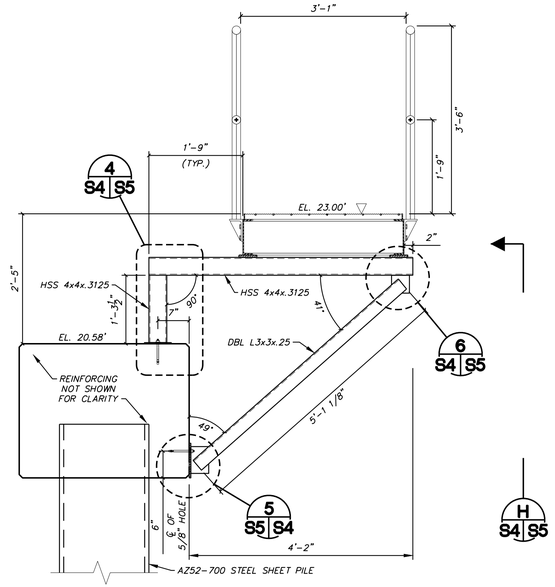
GATE SUPPORT BEAM F
SCALE: 1/2"=1'-0"
S3 | S4



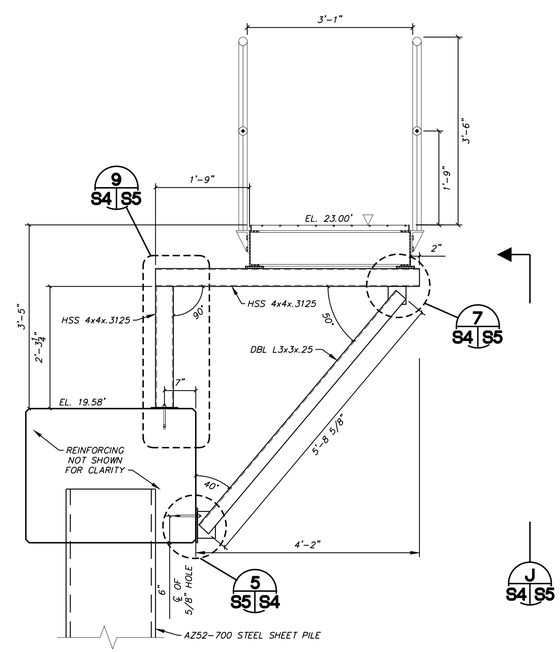
GATE SUPPORT SECTION G
SCALE: 1/2"=1'-0"
S3 | S4



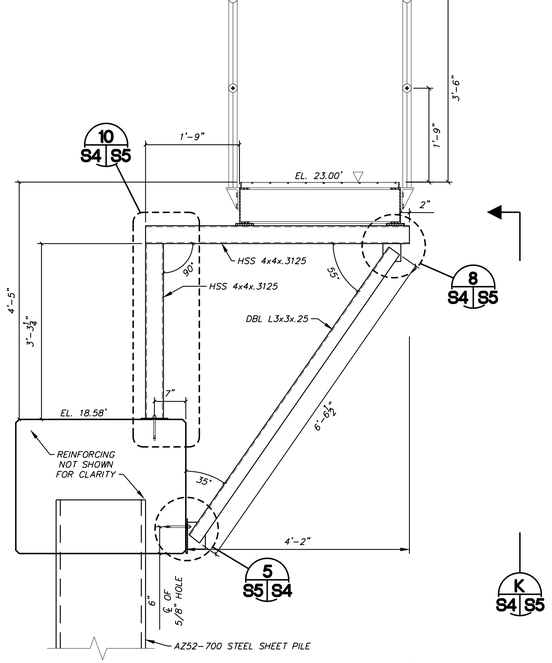
TYPICAL BULKHEAD CAP SECTION
SCALE: 3/4"=1'-0"



BULKHEAD AND PLATFORM SECTION B
SCALE: 3/4"=1'-0"
BRACKET "C"
(1) REQUIRED
S3 | S4



BULKHEAD AND PLATFORM SECTION C
SCALE: 3/4"=1'-0"
BRACKET "B"
(1) REQUIRED
S3 | S4



BULKHEAD AND PLATFORM SECTION D
SCALE: 3/4"=1'-0"
BRACKET "A"
(3) REQUIRED
S3 | S4

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Civil and Structural Engineers

M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

PLATFORM AND BULKHEAD REINFORCING

REVISIONS

No.	Date	Dr.	Ck.

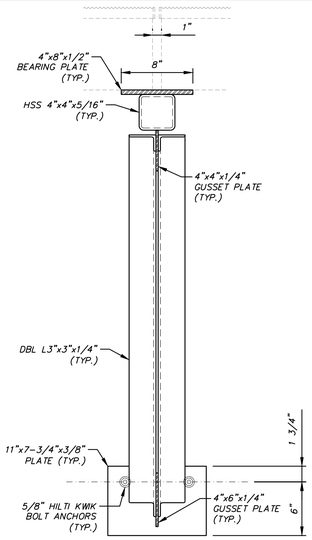
Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		

Proj. No. 21-028

Sheet S4 of S6

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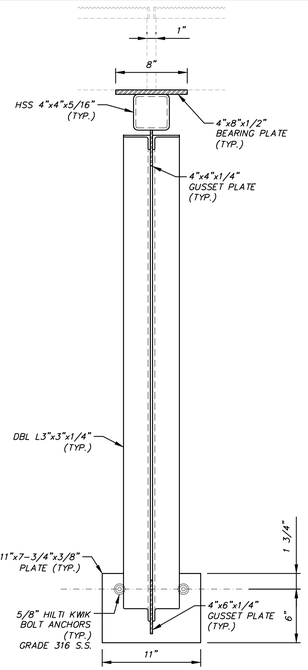
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BRACKET 'C'

SCALE: 1-1/2"=1'-0" (H | S4 | S5)

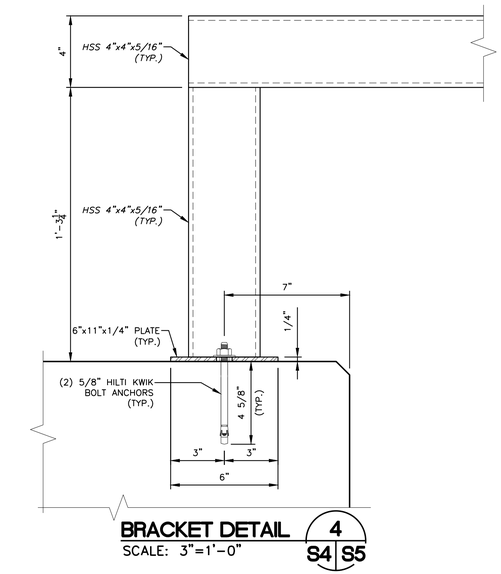
(1) REQUIRED



BRACKET 'B'

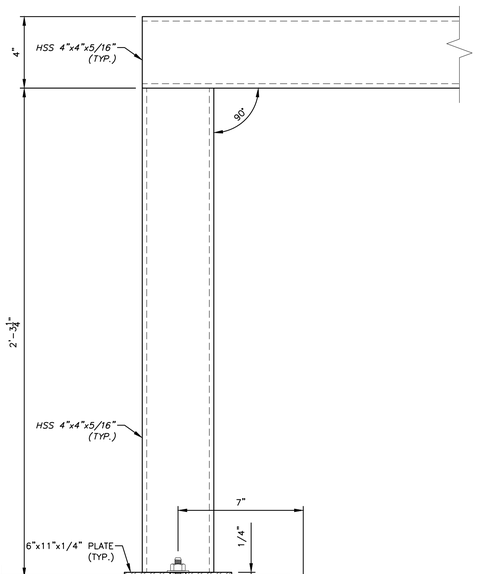
SCALE: 1-1/2"=1'-0" (J | S4 | S5)

(1) REQUIRED



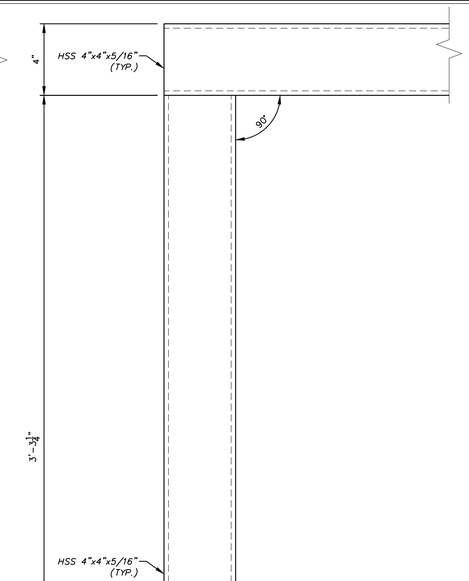
BRACKET DETAIL 4

SCALE: 3"=1'-0" (S4 | S5)



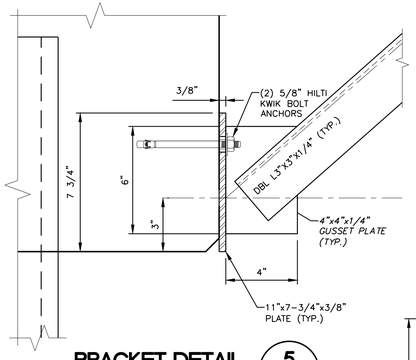
BRACKET DETAIL 9

SCALE: 3"=1'-0" (S4 | S5)



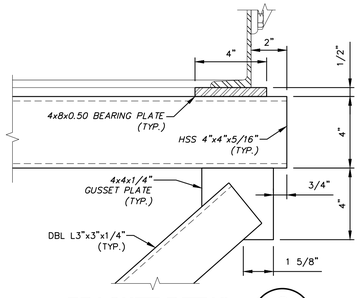
BRACKET DETAIL 10

SCALE: 3"=1'-0" (S4 | S5)



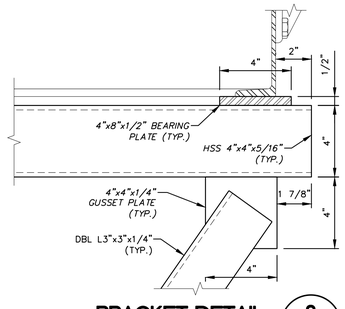
BRACKET DETAIL 5

SCALE: 3"=1'-0" (S4 | S5)



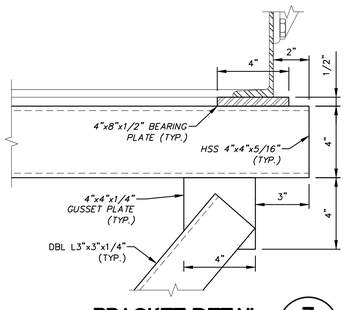
BRACKET DETAIL 6

SCALE: 3"=1'-0" (S4 | S5)



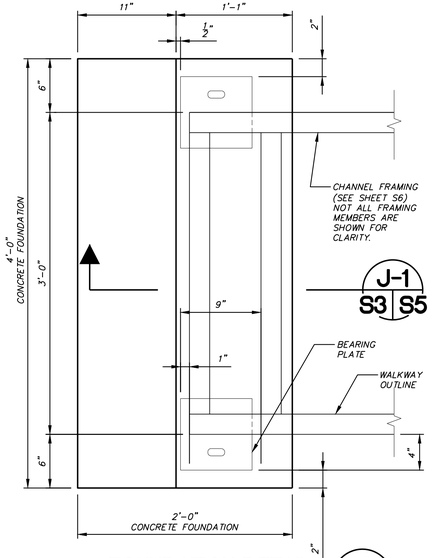
BRACKET DETAIL 8

SCALE: 3"=1'-0" (S4 | S5)



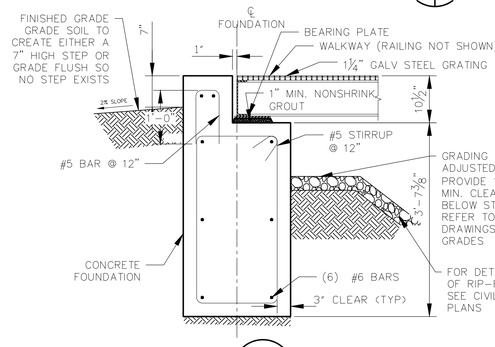
BRACKET DETAIL 7

SCALE: 3"=1'-0" (S4 | S5)



FOUNDATION DETAIL J

SCALE: 1-1/2"=1'-0" (S3 | S5)



FOUNDATION SECTION J-1

SCALE: 3/4"=1'-0" (S3 | S5)

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Civil and Structural Engineers

M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

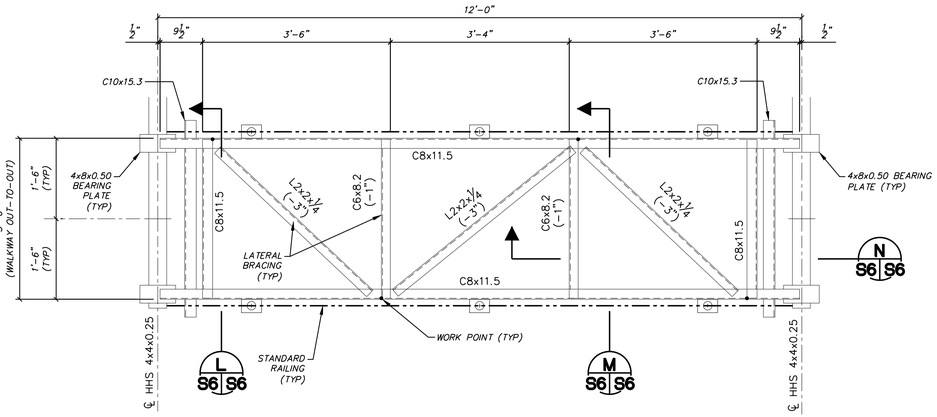
PLATFORM AND BRACKET DETAILS

REVISIONS			
No.	Date	Dr.	Ck.

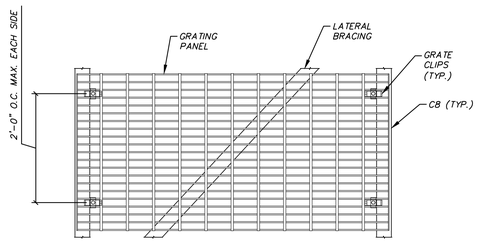
Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S5 of S6		

H:\Drawings\TFD M-O Canal Water Control Structure (21-028)\09-WRK-DWGS\21-028_STRUCTURAL DETAILS.dwg — Thursday, November 13, 2025 2:03:18 PM — Michael Cunningham

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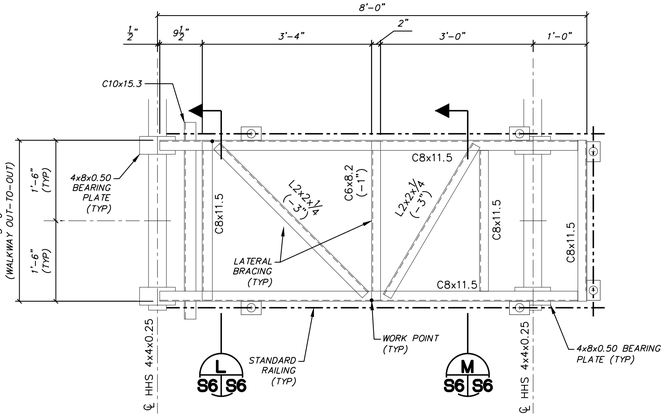
FRAMING DETAIL 2
SCALE: 3/4" = 1'-0" S3 S6



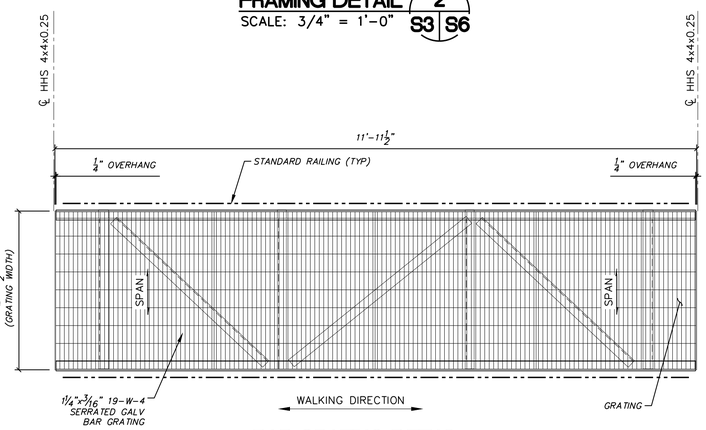
GRATING ATTACHMENT LOCATIONS
SCALE: N.T.S.

GENERAL NOTES:

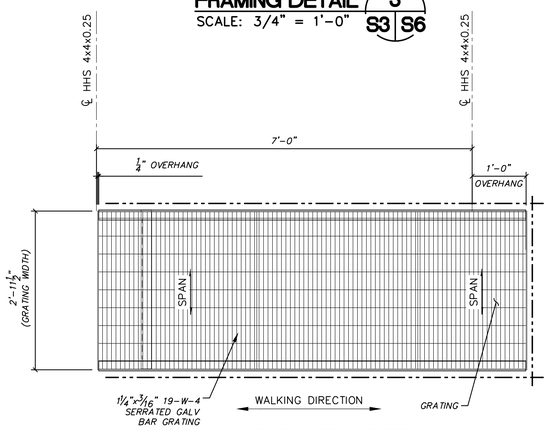
1. STRUCTURAL FRAMING FOR EACH WALKWAY SECTION SHALL BE STEEL, TYPE A36, AND HOT-DIP GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.
2. BAR GRATING SHALL BE SERRATED GALVANIZED STEEL, 19-W-4 1¼"x⅜". GRATING DEFLECTION SHALL NOT EXCEED A DEFLECTION OF ¼" FOR A UNIFORM LOAD OF 100 LBS/SF.
3. OPEN ENDS OF GRATING PANELS SHALL BE BANDED BY WELDING, PRIOR TO GALVANIZING, A FLAT BAR SIMILAR IN SIZE TO THE BEARING BARS TO THE CUT END OF THE GRATING PANEL.
4. BAR GRATING MAIN BARS SHALL BE ATTACHED TO FRAMING CHANNELS USING 13 GAUGE MINIMUM THICKNESS FRICTION- TYPE GALVANIZED STEEL BRACKETS AT 24" MAXIMUM SPACING (STRUCT-FAST, INC. OR APPROVED EQUAL).
5. MAXIMUM GAP BETWEEN BAR GRATING PANELS SHALL BE ½".
6. GRATING PANEL IN PLATFORM WALKING DIRECTION (i.e. LENGTH) SHALL NOT BE MORE THAN 36".



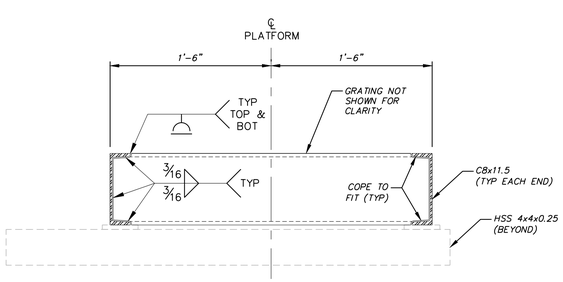
FRAMING DETAIL 3
SCALE: 3/4" = 1'-0" S3 S6



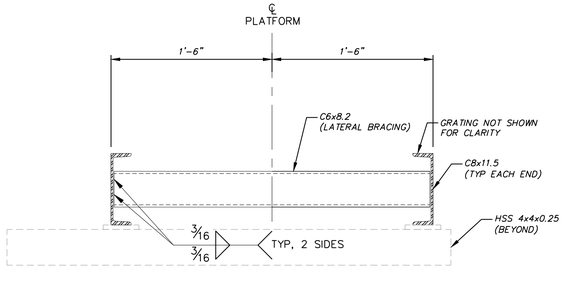
BAR GRATING DETAIL
SCALE: 3/4" = 1'-0"



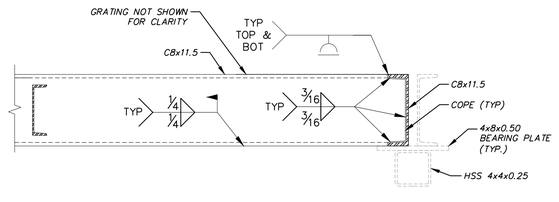
BAR GRATING DETAIL
SCALE: 3/4" = 1'-0"



SECTION L
SCALE: 1-1/2"=1'-0" S6 S6



SECTION M
SCALE: 1-1/2"=1'-0" S6 S6



SECTION N
SCALE: 1-1/2"=1'-0" S6 S6

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M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

WALKWAY PLAN AND DETAILS

REVISIONS

No.	Date	Dr.	Ck.

Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S6 of S6		

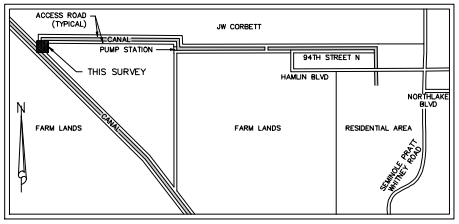
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TOPOGRAPHIC SURVEY

FOR: STORMWATER J ENGINEERING, INC.

LOCATED IN: SECTION 15 & SECTION 16, TOWNSHIP 42 SOUTH, RANGE 39 EAST
PALM BEACH COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

REPORT OF SURVEY:

1. The survey depicted hereon has been classified as a Topographic Survey, as defined in Rule 5J-17.050 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes as amended.
2. This survey has been prepared in the office of Dennis J. Leavy & Associates, Inc. located at: 460 Business Park Way, Suite B, Royal Palm Beach, Florida, whose certificate of authorization number is LB #6599, and the certifying surveyor's (David A. Bower) license number is LS #5888.
3. The survey sketch shown hereon does not necessarily contain all of the information obtained or developed by the undersigned surveyor in his field work, office work, or research.
4. THIS IS NOT A BOUNDARY SURVEY
5. This survey does not address environmental matters, jurisdictional boundaries or hazardous waste concerns should any of the foregoing exist.
6. The elevations shown hereon are for the purpose of indicating the ground elevation only at the position shown and in no way indicate elevations at any other point than shown hereon and do not determine sub surface conditions.
7. The undersigned makes no representations or guarantees as to the information reflected hereon pertaining to easements, rights of way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights of way and/or easements of record.
8. This survey does not meet those standards established by the American Land Title Association.
9. Underground apparent use and/or improvements have not been shown unless otherwise noted.
10. This instrument may not be reproduced in part or whole without the written consent of Dennis J. Leavy & Associates Inc.
11. Date of field survey: November 15th, 2021, as recorded in Field Book 515, Pages 03, 04, 05 and 11.
12. This survey lies in Section 15 & Section 16, Township 42 South, Range 39 East, Palm Beach County, Florida.
13. By graphic plotting only the subject property lies within Zone AO (Depth 1) and Zone D, as shown on the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Map Number: 12099C0325F, Community: Palm Beach County, Number: 120192, Panel 0325, Suffix: F, Effective date: October 5, 2017.
14. In some instances, graphic representations have been exaggerated to more clearly illustrate relationships between physical improvements and/or lot lines. In all cases, dimensions shown shall control the location of the improvements over scaled positions.
15. Measurements shown hereon are expressed in feet and decimal parts thereof unless otherwise noted.
16. All dates shown within the revision block hereon are for interoffice filing use only, and in no way affect the date of the field survey stated herein.
17. Benchmark of Origin: Per the Boundary and Topographic Survey of the M-O CANAL, as prepared by CREECH ENGINEERS, INC., for the South Florida Water Management Distract, Dated: 4-18-13. Benchmark "MO 001 2013 LB 6705", whose published elevation is 22.01' (NAVD 88).
18. Elevations referenced hereon are based on the North American Vertical Datum of 1988 (NAVD 88).

NOTE: TO CONVERT FROM NAVD 88 TO NGVD 29 DATUM
ADD 1.42 FEET TO THE NAVD 88 ELEVATION.
EXAMPLE: EL.= 10.00' (NAVD 88)
EL.= 11.42' (NGVD 29)

LEGEND:

E	EAST
EL	ELEVATION
INV	INVERT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
N	NORTH
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
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P.B.C.R	PALM BEACH COUNTY RECORDS
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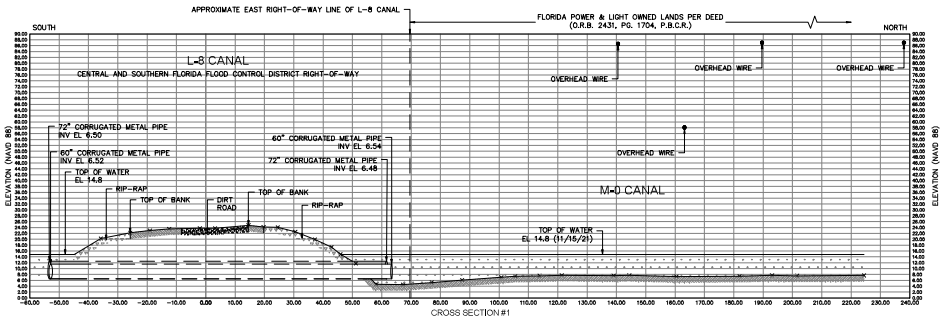
TOPOGRAPHIC SURVEY CERTIFICATION:

This is to certify that this survey is classified as a Topographic Survey as defined in Rule 5J-17.050 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes as amended. The fieldwork was completed on November 15th, 2021.

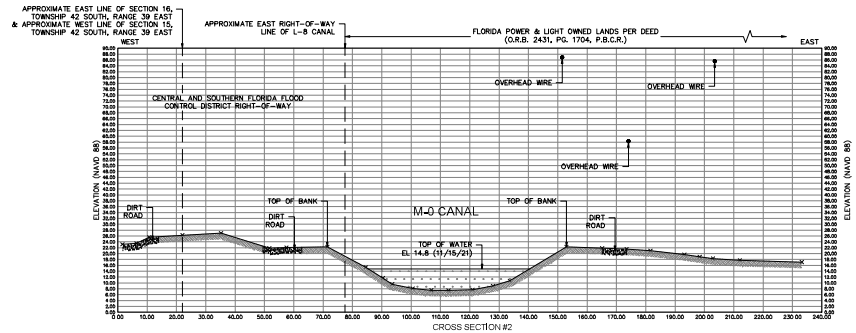
Dated: November 15th, 2021

David A Bower Digitally signed by David A Bower Date: 2021.11.23 13:55:06 -05'00'

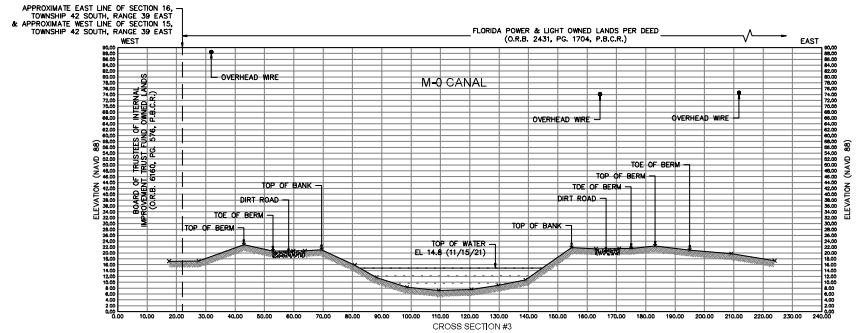
DAVID A. BOWER
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER No. LS 5888



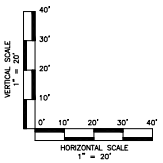
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CROSS SECTION #2



CROSS SECTION #3



CALC FILE
20-046 CALC

REVISIONS	DATE	BY

20-046-001 SURV
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SEE NOTE
FIELD BOOK / PAGE

TOPOGRAPHIC SURVEY
FOR: STORMWATER J ENGINEERING, INC.
ITID M-O CANAL OUTFALL STRUCTURE PROJECT
PALM BEACH COUNTY, FLORIDA
SECTION 15 & SECTION 16, TOWNSHIP 42S, RANGE 39E

DENNIS J. LEAVY & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
460 BUSINESS PARK WAY, SUITE B, ROYAL PALM BEACH, FL 33411
PHONE: (561) 753-8050 EMAIL: SURVEY@DJLASURVEY.NET

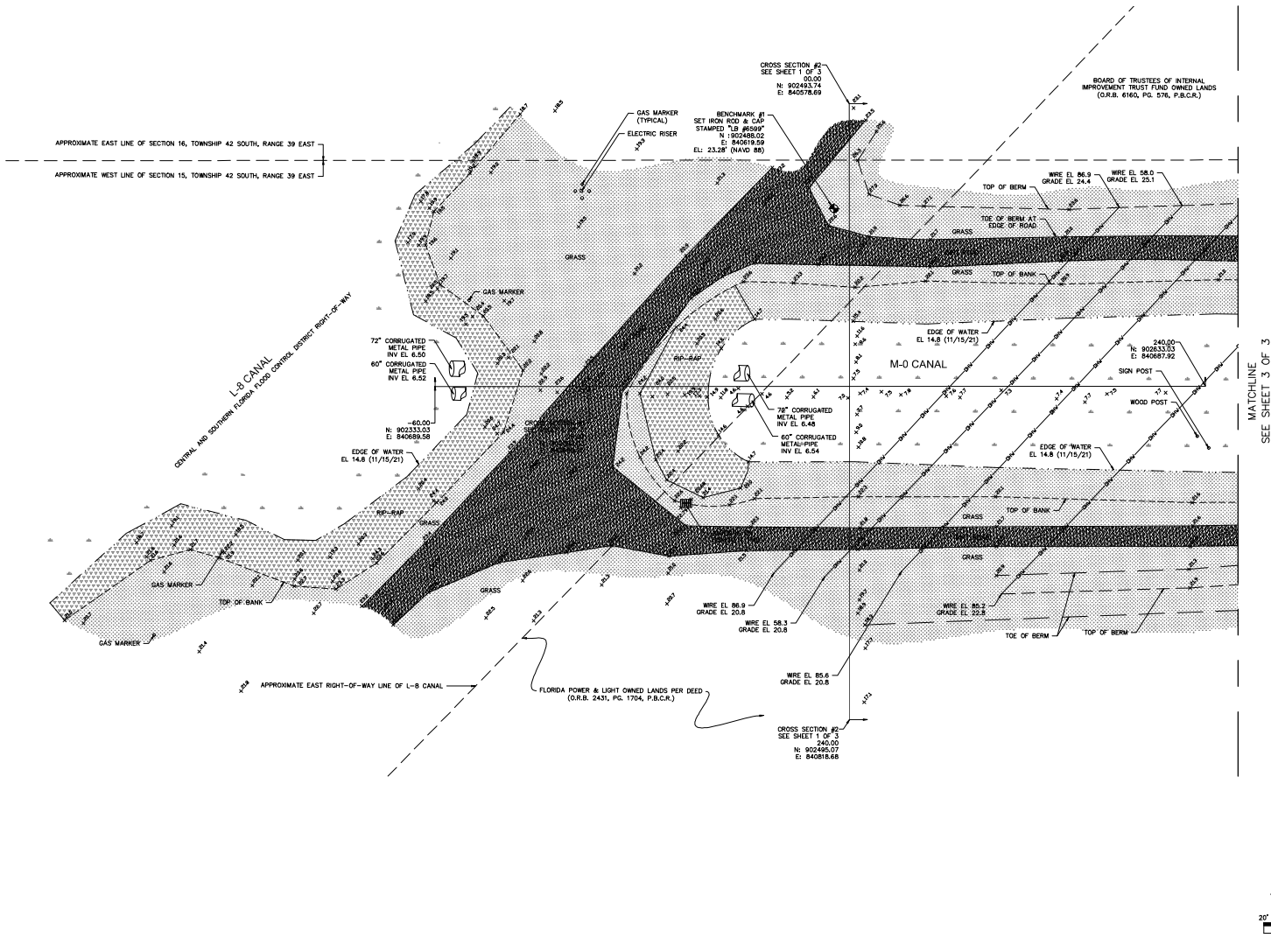
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JOB NO.
20-046-001 SURV
SHEET 1 OF 3

TOPOGRAPHIC SURVEY

FOR: STORMWATER J ENGINEERING, INC.

LOCATED IN: SECTION 15 & SECTION 16, TOWNSHIP 42 SOUTH, RANGE 39 EAST
PALM BEACH COUNTY, FLORIDA



CALC FILE
20-046 CALC

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SEE NOTE
FIELD BOOK / PAGE

20-046-001 SURV
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TOPOGRAPHIC SURVEY
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ITID M-0 CANAL OUTFALL STRUCTURE PROJECT
PALM BEACH COUNTY, FLORIDA
SECTION 15 & SECTION 16, TOWNSHIP 42S, RANGE 39E

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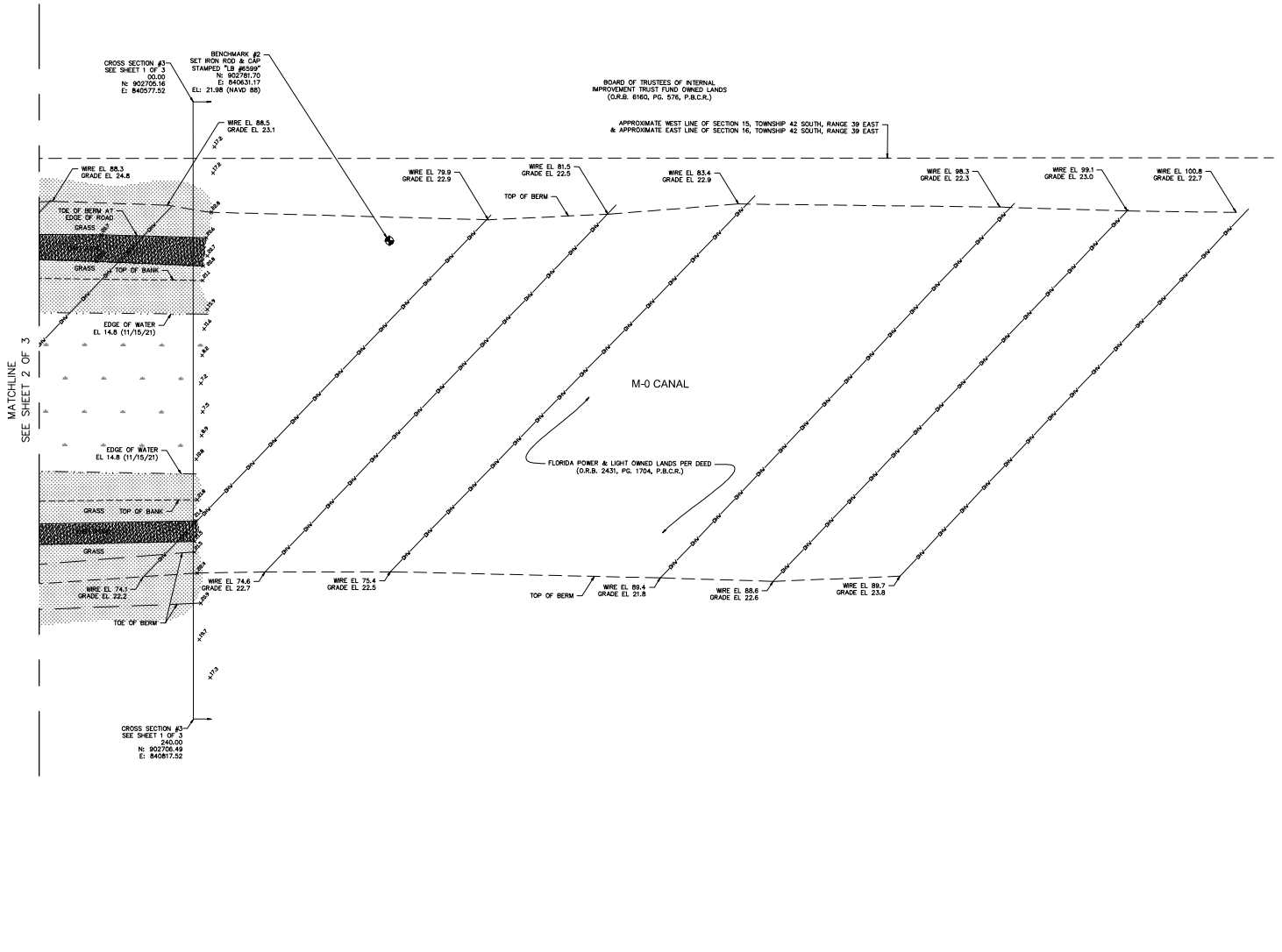
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JOB NO.
20-046-001 SURV
SHEET 2 OF 3

TOPOGRAPHIC SURVEY

FOR: STORMWATER J ENGINEERING, INC.

LOCATED IN: SECTION 15 & SECTION 16, TOWNSHIP 42 SOUTH, RANGE 39 EAST
PALM BEACH COUNTY, FLORIDA



CALC FILE
20-046 CALC

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FIELD BOOK / PAGE

20-046-001 SURV
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FOR: STORMWATER J ENGINEERING, INC.
ITID M-0 CANAL OUTFALL STRUCTURE PROJECT
PALM BEACH COUNTY, FLORIDA
SECTION 15 & SECTION 16, TOWNSHIP 42S, RANGE 39E

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JOB NO.
20-046-001 SURV
SHEET 3 OF 3

South Florida Water Management District
Individual Environmental Resource Permit No. 50-107362-P
Date Issued: September 19, 2022

Permittee: Indian Trail Improvement District
13476 61st St N
West Palm Beach, FL 33472

Project: Indian Trail Improvement District M-0 Structure at L-8

Application No. 220627-34965

Location: Palm Beach County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

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

South Florida Water Management District
Individual Environmental Resource Permit No. 50-107362-P

Date Issued: September 19, 2022	**Expiration Date:** September 19, 2027
Project Name:	Indian Trail Improvement District M-0 Structure at L-8
Permittee:	Indian Trail Improvement District 13476 61st St N West Palm Beach, FL 33472
Operating Entity:	Indian Trail Improvement District 13476 61st St N West Palm Beach, FL 33472
Location:	Palm Beach County
Permit Acres:	0.50 acres
Project Land Use:	Government Or Institutional
Special Drainage District:	N/A
Water Body Classification:	CLASS III
FDEP Water Body ID:	3233A
Wetland and Surface Water Impacts:	0.17 acres
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 outfall structure known as Indian Trail Improvement District (ITID) M-0 Structure at L-8.

The proposed project is to install aluminum operable canal gates within the ITID M-0 Outfall Canal. Additionally, new rip rap will be installed for stabilization. The gates will remain stationary (closed) and will only be operated under an emergency. Please refer to Exhibit Nos. 2.0, 2.1A, and 2.1B for plans, calculations and operations schedule, respectively.

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

Site Description
The proposed project is located at Dirt Rd., through the northeasterly right of way (ROW) of the District's L-8 Canal. Please see Exhibit No. 1.0 for a location map.

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

Background
Historically, a control structure with flashboard risers maintained the ITID M-0 Outfall Canal at elevations ranging from 10.58-ft NAVD to 14.58-ft NAVD. This structure has since been removed and the ITID M-0 Outfall Canal has been controlled by the L-8 Canal at elevations ranging from 10.58-ft NAVD to 12.58-ft NAVD.

The J.W. Corbett Wildlife Management (Corbett) Area is adjacent to the ITID SWM system with a spoil mound acting as a berm. The Florida Fish and Wildlife Commission (FWC) has been maintaining the water levels in Corbett at wet season target elevation range of 17.58-ft NAVD to 18.58-ft NAVD, which has resulted in hydraulic stress and failures of the spoil mound.

Ownership, Operation and Maintenance
Perpetual operation and maintenance of the SWM system will be the responsibility of the Indian Trail Improvement District. 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.

District ROW
The applicant is proposing work within the L-8 Canal ROW. No earth work shall occur within the District's ROW until all necessary ROW authorizations have been executed authorizing the proposed work in the District's ROW. Please refer to Special Conditions.

Engineering Evaluation:

Land Use
There are no changes to the existing land use.

Water Quality
No impacts to water quality are anticipated as a result of the proposed modifications.

Water Quantity
The purpose of replacing the M-0 structure is to increase the stage in the ITID M-0 Outfall Canal from a range of 10.58-ft NAVD to 14.58-ft NAVD to a target water level of 16.58-ft NAVD year round. Please refer to Special Condition No. 6 and Exhibit No. 2.1B for Operations Schedule.

There are two entities that drain into the ITID Outfall Canal:

- The ITID drains from a pumped above ground impoundment. The control elevations for the impoundment are 18.58-ft NAVD and 19.58-ft NAVD for the wet season and dry season, respectively.

- The southwest area of Corbett has two outfalls into the ITID M-0 Outfall Canal. As detailed in the background, the FWC maintains the water level in Corbett between 17.58-ft NAVD and 18.58-ft NAVD.

The M-0 structure gates are to remain stationary (closed) and can be operated to return the ITID M-0 Outfall Canal to the L-8 Canal water control elevation if needed, during the wet season, in response to rainfall events. The 16.58-feet NAVD is 1.0-feet below the FWC bleeders, therefore no tailwater concerns are anticipated. At 16.58-feet NAVD, ITID will not cause wetlands drawdown and will minimize the head difference between Corbett and the ITID M-0 Outfall Canal. No adverse impacts to the level of flood protection are anticipated as result of the installation of the M-0 structure.

Certification, Operation and Maintenance
Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1 - 12.3, ERP AH Vol. I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4, ERP AH Vol. I for Minimum Operation and Maintenance Standards.

Notable project components requiring routine inspection and maintenance may include but are not limited to:

- Side slopes for stormwater lakes and ponds – maintain side slopes no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation and nurtured or planted from 2.0 feet below to 1.0 feet above the control elevation pursuant to Section 5.4.2, ERP AH Vol. II.

- Conveyance pipes, conveyance structures and discharge structures – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.

- Exfiltration trenches – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.

- Swales – maintain the permitted cross-section and vegetative cover.

- Underground storage facilities – all facilities must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.

- Pumps – float switches should be inspected and any obstructions removed to ensure proper operation; intake and discharge pipes should be maintained clear of trash, sediment and vegetative debris; motors should be maintained to ensure proper operation.

Engineering Evaluation Tables:

Weir

Basin	Control EL (ft NAVD88)	Structure #	Count	Type	Width (in)	Height (in)	Crest EL (ft NAVD88)	Receiving Body
ITID M-1 Basin	18.58	1	1	Sharp Crested	300.00	N/A	18.58	L-8 CANAL
	19.58	2	1	Sharp Crested	300.00	N/A	19.58	L-8 CANAL

Gate

Basin	Control EL (ft NAVD88	Structure #	Structure Type	Count	Type	Dia. (in)	Crest EL (ft NAVD88)	Receiving Body
ITID M-1 Basin	8.58	3	Operable	2	Circular	54.00	8.58	L-8 Canal

Environmental Evaluation:

Wetlands and OSWs
The project includes 0.17 acres of dredging and filling within the ITID M-0 Outfall Canal; however, mitigation for this activity is not required pursuant to subsection 10.2.2.3, ERP AH Vol. I. The work is also located approximately 50 feet away from freshwater wetlands. Best management practices will be utilized during construction to ensure no impacts will occur to these wetlands.

Environmental Evaluation Tables:
Summary

Wetlands and Other Surface Waters:	0.17	acres
Direct Impacts:	0.17	acres
Secondary impacts:	0	acres
Net UMAM Functional Loss/ Gain:	0	units
Total Onsite Mitigation Area:	0	acres
Total Offsite Mitigation Area:	0	acres
Mitigation Provided in Permit No.:		

Group 1

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
Corbett CA	0.17	Works in Surface Waters	Canals And Locks	0	0	0.000
Total:	**0.17**					**0.000**

Related Concerns:

Water Use Permit Status
The permittee has indicated that irrigation will not be required.

The permittee has indicated that dewatering may be required for construction of this project. Please refer to the special conditions section of this permit.

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/ Archeological Resources
The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore, the project is unlikely to have an effect upon any such resources.

This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as

applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.

2. Operation and maintenance of the SWM system shall be the responsibility of the Indian Trail Improvement District. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property of the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. A stable, permanent and accessible elevation reference shall be established on or within 100 feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

4. 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.

5. 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, F.A.C. for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

6. The operable structure shall remain locked at all times unless specific approval is granted by the District for its operation. The Operations Schedule for the M-0 Structure includes maintaining a target water level at elevation 16.58 feet NAVD (18.0-feet NGVD) for the ITID M-0 Outfall Canal year round. The gates are to be remained stationary (closed) and can be operated to return the ITID M-0 Outfall Canal to the L-8 Canal water control elevation if needed. Please see Exhibit No. 2.1B for Operations Schedule. If for whatever reason, it is determined that the permittee has not complied with the directives of the District, and/or has operated the structure contrary to the intended purpose of an emergency outflow (when canal conditions permit), the structure shall be modified to permanently prevent operation of the structure. In addition, the structure shall be equipped with a locking mechanism to prevent unauthorized use. A staff gage shall be installed upstream of the structure so that lake levels within the canal can be quickly determined.

7. Prior to commencement of construction, a Consumptive Use permit for dewatering shall be obtained or demonstration that the work qualifies for the permit by rule under Rule 40E-2.061, F.A.C. shall be provided.

8. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or OSWs have occurred due to project related activities.

9. Spoil material excavated during reshaping of the canal shall be handled and deposited in such a manner as to prevent violations of the water quality standards for turbidity and shall be contained in an upland disposal site.

10. Issuance of this permit does not constitute authorization to perform any work or install any improvements within the District's ROW, including grading (a.k.a. "Works of the District"). Work or improvements within the District's ROW must be authorized by a separate Right of Way Occupancy Permit. Failure to obtain authorization to perform work or install improvements within the District's ROW shall require modification of this permit, as may be required, to ensure that all proposed work is and improvements are situated outside of the District's ROW.

Project Work Schedule for Permit No. 50-107362-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 minor 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	09/19/2022	Construction Commencement Notice	Prior to Construction	
GC 6	09/19/2022	Submit Certification	30 Days After Construction Completion	
SC 4	09/19/2022	Pre-Construction Meeting	Prior to Construction	
SC 7	09/19/2022	Obtain a Water Use Permit for Dewatering	Prior to Construction	

GC = General Condition

SC = Special Condition

Distribution List

Jay Foy, Stormwaterj 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

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 220627-34965 .

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 Plans

Exhibit No. 2.1A Calculations

Exhibit No. 2.1B Operations Schedule

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

SFWMD NOTICE GENERAL PERMIT NO. 50-00761-R
(NON-ASSIGNABLE)

Date Issued: August 15, 2025

AUTHORIZING: **A PORTION OF A SHEET PILE WEIR AND RIP-RAP INSTALLATION WITHIN THE EAST RIGHT OF WAY OF L-8 AS PART OF A WATER CONTROL STRUCTURE LOCATED IN THE INDIAN TRAIL IMPROVEMENT DISTRICT M-0 OUTFALL CANAL. (9/12/2022)**

INSTALL RISER ON EXIST. 72'X130' CMP THRU L-8 NE'LY R/W LOCATED APPROX. 6.7 MI. NW'LY OF THE L-8 SO. TIE-BACK AND A 78"X13' CMP W/RISER NEXT TO THE EXISTING CULVERT TO SERVE THE M-1 DETENTION AREA DISCHARGE CANAL.NOTE- SUPERCEDES PERMIT 762 (3/11/1993)

LOCATED IN: **Palm Beach County**

ISSUED TO: **Indian Trail Improvement District**
13476 61st St N
West Palm Beach, FL 33472

This permit is issued pursuant to Application No. 250812-55846 dated August 12, 2025 and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

WORK PROPOSED MUST BE COMPLETED ON OR BEFORE September 30, 2026 .

Otherwise, this permit is void and all rights there under are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

SPECIAL CONDITIONS (SPECIFIC PROJECT CONDITIONS) AND LIMITING CONDITIONS ON ATTACHED SHEETS ARE A PART OF THIS DOCUMENT.

Sincerely,



John Hixenbaugh
Section Administrator - Right of Way Section

Special Conditions

1. UNLESS OTHERWISE NOTED BELOW, ALL WORK AUTHORIZED BY RIGHT OF WAY OCCUPANCY PERMIT NO. 50-00761-R AND ITS MODIFICATION(S) IS SUBJECT TO THE SPECIAL AND LIMITING CONDITIONS SET FORTH HEREIN.
2. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL SCHEDULE AND HOLD A PRE-CONSTRUCTION MEETING WITH THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT. NO WORK WITHIN THE RIGHT OF WAY SHALL BE AUTHORIZED WITHOUT FIRST HAVING A MEETING AT WHICH PERMITTEE SHALL BE REQUIRED TO OBTAIN NOTICE TO PROCEED FROM THE FIELD REPRESENTATIVE. IF REQUESTED BY THE FIELD REPRESENTATIVE, PERMITTEE SHALL PREPARE AND PRESENT THE FOLLOWING AT THE MEETING: A) COPIES OF ALL PERMITS THAT MUST BE OBTAINED PRIOR TO THE START OF CONSTRUCTION; B) CONTACT INFORMATION FOR PERMITTEE, THE CONTRACTOR AND/OR THIRD-PARTY INDEPENDENT INSPECTOR, INCLUDING TELEPHONE NUMBERS, EMAIL ADDRESSES AND PHYSICAL ADDRESSES; C) WRITTEN INVENTORY OF ALL VEHICLES AND/OR EQUIPMENT BY TYPE TO ENTER UPON THE RIGHT OF WAY; D) WRITTEN PROCEDURES FOR VACATING THE RIGHT OF WAY WITHIN 24 HOURS NOTICE FROM THE DISTRICT; AND E) CONTACT INFORMATION FOR PERSONS AND/OR VENDORS RESPONSIBLE FOR EMERGENCY VACATION FROM THE RIGHT OF WAY. PERMITTEE SHALL PROVIDE, PREPARE AND/OR PRESENT ANY OTHER DOCUMENTATION, AS MAY BE DIRECTED BY THE FIELD REPRESENTATIVE, IN PREPARATION FOR THE PRECONSTRUCTION MEETING.
3. PRIOR TO CONTACTING THE DISTRICT FOR A FINAL INSPECTION, PERMITTEE SHALL REMOVE ALL CONSTRUCTION MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY AND RESTORE THE RIGHT OF WAY TO THE SATISFACTION OF THE DISTRICT. RESTORATION MAY REQUIRE, BUT NOT BE LIMITED TO, GRADING, COMPACTION OF SOIL, PLACEMENT OF SOD, AND/OR INSTALLATION OF BANK STABLIZATION MATERIALS (E.G., RIP RAP, FILTER FABRIC CLOTH, ETC.). PERMITTEE SHALL BE SOLELY LIABLE FOR ALL COSTS ASSOCIATED WITH RESTORATION OF THE RIGHT OF WAY. ALL RESTORATIVE WORK SHALL BE PERFORMED IN COMPLIANCE WITH DISTRICT AND/OR USACE SPECIFICATIONS AND DIRECTION.
4. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, PERMITTEE SHALL CONTACT THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT TO SCHEDULE A FINAL INSPECTION. PERMITTEE SHALL BE REQUIRED TO ATTEND THE FINAL INSPECTION AND PROVIDE COPIES OF ANY DELIVERABLES (E.G., CLOSED BUILDING PERMIT, CERTIFIED AS-BUILT DRAWINGS, ETC.) REQUIRED BY THIS PERMIT AT THAT TIME. PERMITTEE SHALL CORRECT ANY DEFICIENCIES IDENTIFIED DURING THE INSPECTION WITHIN THE TIMEFRAME AND IN THE MANNER DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE.
5. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL BE REQUIRED TO CONTACT SUNSHINE 811 AND LOCAL JURISDICTION(S) TO IDENTIFY ANY EXISTING BURIED UTILITIES BY USE OF ABOVE-GROUND MARKERS (FLAGS) AND/OR COLOR-CODED INDICATOR LINES LOCATED WITHIN THE LIMITS OF THE PROPOSED WORK AREA.
6. PRIOR TO THE ONSET OF GRADING, PERMITTEE SHALL INSTALL AND MAINTAIN A SILT FENCE ALONG THE TOE OF BANK SLOPE IMMEDIATELY LANDWARD OF THE EDGE OF WATER FOR THE TOTAL LENGTH OF THE PROJECT UNTIL WORK IS COMPLETED.

7. PERMITTEE SHALL TAKE APPROPRIATE PRECAUTIONS DURING WORK ACTIVITIES (E.G., TREE REMOVAL, SPOIL REMOVAL, GRADING, ETC.) TO AVOID DISTURBING THE CANAL BANK SLOPE AND PREVENT SPOIL MATERIAL, DEBRIS, VEGETATION, ETC., FROM ENTERING THE WATER. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS PERMIT, NO PLACEMENT OF ANY MATERIAL IS AUTHORIZED IN THE CANAL.
8. PRIOR TO THE INSTALLATION OF THE RIP-RAP, PERMITTEE SHALL SHAPE THE CANAL BANK WHERE THE RIP-RAP IS TO BE INSTALLED TO MATCH THE ADJACENT BANK AND COVER THE ENTIRE AREA WITH SECURED FILTER CLOTH OR AN ALTERNATIVE MATERIAL APPROVED BY THE DISTRICT.
9. PERMITTEE SHALL INSTALL AND MAINTAIN THE RIP-RAP IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE WORK AUTHORIZED BY THIS PERMIT. NO MODIFICATION OF THE RIP-RAP SPECIFICATIONS IS PERMITTED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY THE DISTRICT.
10. THE TOP OF THE RIP-RAP HEADWALL SHALL MATCH THE ELEVATION OF THE EXISTING GRADE AT TOP OF BANK.
11. IF REQUIRED BY THE DISTRICT'S FIELD REPRESENTATIVE, PERMITTEE SHALL INSTALL MATERIAL IN ANY VOIDS BETWEEN THE SHEETPILE WEIR AND THE CANAL BANK (E.G., CRUSHED ROCK) AND SOD STAKED AND PINNED OVER FILLED VOIDS OR ANY OTHER AREAS WHERE STABILIZATION IS REQUIRED TO PROTECT THE INTEGRITY OF THE CANAL BANK. SUCH INSTALLATION SHALL COMPLY WITH DIRECTION OF THE DISTRICT'S FIELD REPRESENTATIVE.
12. THE SHEETPILE WEIR SHALL BE OF ADEQUATE DESIGN TO RESIST ALL STATIC AND DYNAMIC FORCES APPLIED THERETO BY CONDITIONS THAT MAY BE CREATED FROM CANAL FLOWS AND STAGES.
13. MATERIAL EXCAVATED FROM THE CANAL SHALL NOT BE STOCKPILED IN THE RIGHT OF WAY. PERMITTEE SHALL REMOVE ALL EXCESS MATERIAL FROM THE RIGHT OF WAY.
14. PERMITTEE SHALL ALWAYS BE RESPONSIBLE FOR PROVIDING AND UTILIZING ACCEPTABLE DUST CONTROL MEASURES DURING ITS USE OF THE RIGHT OF WAY.
15. WHILE IT IS ASSUMED THAT NO REQUIRED REPAIR OR MAINTENANCE OF THE RIGHT OF WAY WILL BE REQUIRED AS A RESULT OF PERMITTEE'S USE, THE DISTRICT RESERVES THE RIGHT TO REQUIRE PERMITTEE TO PERFORM REASONABLE MAINTENANCE AND REPAIR WHEN, IN THE SOLE DISCRETION OF THE DISTRICT, IT IS DETERMINED THAT THE AUTHORIZED USE IS ATTRIBUTABLE TO IDENTIFIABLE ADVERSE IMPACTS TO THE RIGHT OF WAY.
16. PERMITTEE SHALL REMOVE ALL EXOTIC (I.E., BRAZILIAN PEPPER, AUSTRALIAN PINE, ETC.) AND NON-EXOTIC VEGETATION WITHIN THE DISTRICT'S RIGHT OF WAY THROUGHOUT THE LIMITS OF THE PROJECT USING BOTH PHYSICAL REMOVAL AND HERBICIDAL TREATMENT THAT FOLLOW BEST MANAGEMENT PRACTICES. PERMITTEE SHALL BE RESPONSIBLE FOR MAINTAINING THE LIMITS OF THE PROJECT TO BE FREE OF BOTH EXOTIC AND NON-EXOTIC VEGETATION FOR THE DURATION OF THE PERMIT.
17. THE WORK OR USE AUTHORIZED BY THIS PERMIT SHALL BE COMPLETED BY SEPTEMBER 30, 2023 UNLESS OTHERWISE EXTENDED BY THE DISTRICT IN WRITING. IF PERMITTEE REQUIRES AN EXTENSION OF THE WORK EXPIRATION DATE, PERMITTEE SHALL SUBMIT A REQUEST FOR AN EXTENSION IN THE MANNER AND FORM AS DIRECTED BY THE DISTRICT. THE DISTRICT RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS, OR DENY PERMITTEE'S REQUEST.

General Conditions

1. THIS AUTHORIZATION IS SOLELY FOR THE USE OF PERMITTEE AND PERMITTEE'S CONTRACTOR(S)/SUB-CONTRACTOR(S) PERFORMING WORK WITHIN OR USING THE RIGHT OF WAY.
2. AT NO TIME SHALL THE CANAL BE BLOCKED OR FLOWS OTHERWISE RESTRICTED OR IMPEDED. THIS RESTRICTION SHALL INCLUDE, BUT NOT BE LIMITED TO, A PROHIBITION ON THE USE OF DAMS OR FILL IN THE CANAL DURING ALL PHASES OF CONSTRUCTION AND ANY SUBSEQUENT FUTURE MAINTENANCE OPERATIONS.
3. PERMITTEE AND/OR THE PERMITTEE'S CONTRACTORS SHALL ALWAYS MAINTAIN THE DISTRICT'S VEHICULAR ACCESS THROUGHOUT THE PROJECT LIMITS. IF, IN PERMITTEE'S OPINION, IT WILL BE NECESSARY FOR THE DISTRICT'S VEHICULAR ACCESS TO BE BLOCKED, IMPEDED OR ALTERED AT ANY TIME, PERMITTEE SHALL SUBMIT A WRITTEN REQUEST TO THE DISTRICT SETTING FORTH THE PROPOSED ACTIVITIES THAT WILL RESULT IN OBSTRUCTION OF THE RIGHT OF WAY AND THE DATES THAT THE RIGHT OF WAY WILL BE RENDERED INACCESSIBLE. WRITTEN PERMISSION FROM THE DISTRICT SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF PERMITTEE'S PROPOSED OBSTRUCTION OF THE RIGHT OF WAY. THE DISTRICT, AT ITS SOLE DISCRETION, RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS OR DENY PERMITTEE'S REQUEST.
4. CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH DISTRICT ENGINEERING SPECIFICATIONS SET FORTH IN "SECTION 02220 - EXCAVATION AND BACKFILLING" (A COPY OF WHICH IS ATTACHED TO THIS PERMIT) OF THE DISTRICT'S ENGINEERING STANDARDS (ATTACHED) AND ANY OTHER APPLICABLE DISTRICT ENGINEERING STANDARDS REFERENCED IN SECTION 02220, INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL TESTING AND REPORTING REQUIREMENTS.
5. TURBIDITY BARRIERS SHALL BE PLACED WITHIN THE CANAL IF DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE AT THE PRE-CONSTRUCTION MEETING. PERMITTEE SHALL REMOVE THE TURBIDITY BARRIERS IN COMPLIANCE WITH DIRECTION FROM THE DISTRICT WHEN OPERATION, MAINTENANCE OR EMERGENCY CONDITIONS REQUIRE SUCH REMOVAL.
6. THE DISTRICT'S FIELD REPRESENTATIVE SHALL HAVE SOLE AUTHORITY TO DETERMINE WHETHER PERMITTEE'S METHODS OF CONSTRUCTION, INTERIM WORK, CONSTRUCTION ACTIVITY OR USE OF THE RIGHT OF WAY IS IN CONFORMANCE WITH THE PERMIT AUTHORIZATION, INCLUDING TERMS AND CONDITIONS, THE APPLICATION, RESPONSES OR STATEMENTS MADE BY PERMITTEE DURING APPLICATION PROCESSING, AND SUPPORTING DOCUMENTS INCORPORATED INTO THE PERMIT FILE. IF THE DISTRICT'S FIELD REPRESENTATIVE DETERMINES THAT PERMITTEE'S ACTIVITIES ARE NOT IN CONFORMANCE, HE/SHE SHALL ISSUE A STOP WORK ORDER TO PERMITTEE UNTIL SUCH NONCONFORMANCE HAS BEEN RESOLVED TO THE SATISFACTION OF THE DISTRICT. IF PERMITTEE CHOOSES TO PROCEED WITH THE WORK AUTHORIZED BY THIS PERMIT, PERMITTEE ACKNOWLEDGES THIS CONDITION AND AGREES TO CEASE ALL ACTIVITY IN THE DISTRICT'S RIGHT OF WAY IMMEDIATELY UPON RECEIPT OF THE STOP WORK ORDER.
7. NO VEHICULAR MAINTENANCE/REPAIR ACTIVITIES OR SUBSTANCES OR PARTS ASSOCIATED WITH THE REPAIR OR MAINTENANCE OF VEHICLES/EQUIPMENT SHALL TAKE PLACE, OR BE USED, STORED OR DISCARDED WITHIN THE RIGHT OF WAY. VEHICLES THAT BECOME INOPERABLE ON THE RIGHT OF WAY SHALL BE REMOVED AS PROMPTLY AS POSSIBLE. IN ADDITION, NO OVERNIGHT STORAGE OR PARKING OF EQUIPMENT, ASSOCIATED MACHINERY OR CONSTRUCTION TRAILERS IS AUTHORIZED IN THE RIGHT OF WAY, UNLESS OTHERWISE SPECIFICALLY AUTHORIZED HEREIN.

8. IF THE IMPROVEMENTS, WORK AND/OR USE AUTHORIZED BY THIS PERMIT (EITHER DURING CONSTRUCTION OR FOLLOWING COMPLETION) RESULT IN ANY DAMAGE TO THE DISTRICT'S RIGHT OF WAY (E.G., SHOALING, EROSION OR WASH-OUT OF ANY AREA IN THE RIGHT OF WAY), DISTRICT FACILITIES AND/OR ANY OTHER FACILITIES (AUTHORIZED OR UNAUTHORIZED), PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR REPAIRING SUCH DAMAGE. IN ADVANCE OF PERFORMING ANY REPAIRS, PERMITTEE SHALL CONSULT WITH THE DISTRICT TO DETERMINE THE APPLICABLE DISTRICT PROCESSES AND REQUIREMENTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, FILING AN APPLICATION FOR A RIGHT OF WAY OCCUPANCY PERMIT TO SECURE AUTHORIZATION TO PERFORM SUCH WORK. PERMITTEE SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY RESULTING FROM SUCH DAMAGE.
9. THE DISTRICT SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO ANY IMPROVEMENTS AND/OR RELATED APPURTENANCES AUTHORIZED BY THIS PERMIT RESULTING FROM DISTRICT USE, OPERATION (E.G., GATE, PUMPING AND STRUCTURE OPERATIONS, WATER LEVEL MANAGEMENT, WATER FLOWS, FLUCTUATIONS AND OPERATIONS OF ITS STRUCTURES), ACTIVITY AND/OR MAINTENANCE OF OR IN ITS RIGHTS OF WAY OR OTHER WORKS OF THE DISTRICT.
10. IF STORM, HURRICANE OR EMERGENCY CIRCUMSTANCES DEVELOP, THE DISTRICT IS AUTHORIZED, AT ITS SOLE DISCRETION, TO TEMPORARILY OR PERMANENTLY SUSPEND OR TERMINATE THE AUTHORIZED USE. IN SUCH EVENT, THE DISTRICT WILL CONTACT PERMITTEE TO PROVIDE DIRECTION WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, VACATING THE RIGHT OF WAY, REMOVING AND/OR SECURING EQUIPMENT AND/OR MATERIALS FROM THE RIGHT OF WAY, OR PERFORMING WORK TO ENSURE THAT THE RIGHT OF WAY IS SUFFICIENTLY RESTORED TO ACCOMMODATE DISTRICT OPERATIONS AND MAINTENANCE ACTIVITIES. PERMITTEE, INCLUDING ALL PERSONS, VENDORS, SUB-CONTRACTORS OR AGENTS OF PERMITTEE, SHALL BE REQUIRED TO COMPLY WITH DISTRICT DIRECTION. THE DISTRICT RESERVES THE RIGHT TO TERMINATE THE AUTHORIZED USE IF PERMITTEE FAILS TO MAKE SURE THAT ALL PARTIES COMPLY WITH THIS CONDITION.
11. PERMITTEE SHALL NOT STOCKPILE SOIL, MATERIALS OR DEBRIS IN THE RIGHT OF WAY. SUCH MATERIALS SHALL BE REMOVED FROM THE RIGHT OF WAY UNLESS OTHERWISE SET FORTH BY THE CONDITIONS OF THIS PERMIT. PERMITTEE SHALL EXERCISE BEST MANAGEMENT PRACTICES TO PREVENT EROSION OR SOILS FROM ENTERING THE CANAL DURING THE AUTHORIZED WORK, INCLUDING, BUT NOT LIMITED TO, THE TEMPORARY INSTALLATION OF SILT FENCE OR OTHER MEANS OF CONTAINMENT ACCEPTABLE TO THE DISTRICT.
12. THE DISTRICT'S REVIEW OF PERMITTEE'S PLANS IS LIMITED TO DETERMINING WHETHER THE PROPOSED WORK WILL IMPACT THE DISTRICT'S OPERATIONS AND MAINTENANCE OF ITS RIGHTS OF WAY OR FLOOD CONTROL SYSTEM. ISSUANCE OF THIS PERMIT BY THE DISTRICT SHALL NOT BE CONSTRUED BY PERMITTEE OR ANY OTHER PARTY AS APPROVAL BY THE DISTRICT OF THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE PROPOSED WORK IS DESIGNED, ENGINEERED AND CONSTRUCTED TO SERVE ITS INTENDED PURPOSE.

13. THE DISTRICT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REQUIRE AN INSPECTION REPORT FROM A PROFESSIONAL ENGINEER OR CONTRACTOR LICENSED IN THE STATE OF FLORIDA AT ANY TIME DURING WHICH THE AUTHORIZED WORK REMAINS IN THE RIGHT OF WAY TO VERIFY THAT THE AUTHORIZED WORK COMPLIES WITH INDUSTRY STANDARDS, PERFORMS THE FUNCTION FOR WHICH IT WAS DESIGNED AND IS SOUND AND POSES NO THREAT TO THE DISTRICT'S RIGHT OF WAY AND/OR OPERATION AND MAINTENANCE OF ITS FLOOD CONTROL SYSTEM. IF THE DISTRICT DETERMINES THAT REPAIR, REPLACEMENT OR REFURBISHMENT OF THE AUTHORIZED WORK IS REQUIRED, PERMITTEE SHALL IMMEDIATELY COMPLY WITH DISTRICT DIRECTION TO SECURE APPROVALS/PERMITS, AS MAY BE REQUIRED, AND TO PERFORM SUCH WORK WITHIN THE TIMEFRAME SET FORTH BY THE DISTRICT.
14. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING REGULAR AND ROUTINE INSPECTIONS OF THE IMPROVEMENTS AUTHORIZED BY THIS PERMIT AND CORRECTING ANY DEFICIENCIES IDENTIFIED BY SUCH INSPECTIONS TO ENSURE THAT THE IMPROVEMENTS CONTINUE TO COMPLY WITH THE PERMIT AND PERFORM, AS NEEDED, TO PROTECT PUBLIC HEALTH, SAFETY AND WELFARE.
15. PERMITTEE SHALL MAKE PROSPECTIVE BIDDERS AWARE OF THE TERMS AND CONDITIONS OF THIS PERMIT. PERMITTEE SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS CONTRACTORS AND AGENTS AND TO ENSURE THAT PARTIES ACTING ON BEHALF OF PERMITTEE COMPLY WITH THE TERMS AND CONDITIONS OF THIS PERMIT.
16. PERMITTEE SHALL NEITHER CONSTRUCT, INSTALL OR PLACE ADDITIONAL IMPROVEMENTS WITHIN THE DISTRICT'S RIGHT OF WAY, NOR USE THE RIGHT OF WAY FOR ANY ACTIVITY (UNLESS EXPRESSLY AUTHORIZED BY THIS PERMIT) WITHOUT FIRST HAVING OBTAINED A MODIFICATION OF THIS PERMIT. OF PARTICULAR NOTE, THAT AREA MEASURING 40 FEET LANDWARD FROM THE TOP OF BANK SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS, IMPROVEMENTS OR USE, UNLESS OTHERWISE AUTHORIZED BY THIS PERMIT.
17. THIS PERMIT SHALL NOT BECOME VALID UNTIL ALL OTHER REQUIRED SOUTH FLORIDA WATER MANAGEMENT DISTRICT, LOCAL, COUNTY AND/OR STATE PERMITS OR OTHER AFFECTED PARTIES' APPROVALS HAVE BEEN OBTAINED. IF THERE IS A CONFLICT BETWEEN THE WORK AUTHORIZED BY THIS PERMIT AND A PERMIT OBTAINED FROM A DIFFERENT PUBLIC OR PRIVATE ENTITY, THE TERMS AND CONDITIONS OF THIS PERMIT SHALL PREVAIL AND HAVE SUPERIORITY.
18. A COPY OF THE PERMIT PACKAGE WILL BE KEPT AT THE JOB SITE UNTIL COMPLETION OF ALL PHASES OF CONSTRUCTION AND APPROVAL OF THE FINAL INSPECTION.
19. BASED ON THE DISTRICT'S RECORDS, THE DISTRICT IS NOT THE UNDERLYING FEE OWNER OF PORTIONS OF OR ALL THE LANDS SUBJECT TO THIS PERMIT; THEREFORE, PERMITTEE SHALL BE REQUIRED TO OBTAIN ALL NECESSARY APPROVALS FROM THE UNDERLYING FEE OWNER AS REQUIRED UNDER STANDARD LIMITING CONDITION NO. 5.

40E-6.381. Limiting Conditions

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, Permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

1. All structures on District works for lands constructed by Permittee shall remain the property of Permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.

2. Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, Permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the Permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by Permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by Permittee in order to meet Permittee's duty to incorporate safety features, as set forth above.

3. Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

4. This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the Permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and Permittee shall be responsible for all removal and restoration costs.

5. This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other

required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

6. Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and/or future employees, agents, representatives, officers and/or Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's in-house attorneys' fees based upon private attorneys' fees/ rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the Permittee or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

7. The District does not waive sovereign immunity in any respect.

8. The Permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:
(a) discharge of debris or aquatic weeds into the works of the District;
(b) causing erosion or shoaling within the works of the District;
(c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.
(d) leaving construction or other debris on the District's right of way or waterway;
(e) damaging District berms and levees;
(f) the removal of District owned spoil material;
(g) removal of or damage to District locks, gates, and fencing;
(h) opening of District rights of way to unauthorized vehicular access; or
(i) running or allowing livestock on the District's right of way.

9. The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

10. Permittee shall allow the District to inspect the permitted use at any reasonable time.

11. Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the Permittee's use.

12. This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.

13. The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U.S. Army Corps of Engineers for the works of the District.

14. If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.

15. The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use,

where the Permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the Permittee to pay all taxes due and payable.

16. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.

17. Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is. Governmental entities and utilities are not subject to this provision.

18. Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.

19. All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.

20. It is the responsibility of the Permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the Permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.

21. It is the responsibility of the Permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

22. Special Conditions that are site specific shall be incorporated into every Permit as may be necessary in the best interest of the District.

23. The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District’s utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129,373.1395, 373.603, 373.609, 373.613 FS. History--New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24- 91, 9-15-99, 8-12-13.

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below

220707-35080_ROWPermit_20220912 $283$29.pdf

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's

security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.

- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions setforth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

Rev. 06/21/15

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
4400 PGA BOULEVARD, SUITE 500
PALM BEACH GARDENS, FLORIDA 33410

October 8, 2025

Regulatory Division
Palm Beach Gardens Section
SAJ-2024-01379(NW-PWB)

Indian Trail Improvement District
Attention: Elizabeth Accomando
13476 61st Street North
West Palm Beach, Florida 33412
Sent via email: eaccomando@indiantrail.com

Dear Ms. Accomando:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit, which the Corps received on May 30, 2024. Your application was assigned file number SAJ-2024-01379(NW-PWB). A review of the information and drawings provided indicates that the proposed work would result in authorization to improve flood protection by performing the following activities:

1. Excavate 6,617 square feet (524 Cubic yards) within the M-O outfall canal.
2. Place 6,617 square feet (350 cubic yards) of riprap within the excavation area.
3. Construct a104 linear foot water control structure consisting of a 3 feet wide cap on sheet piles, water control gates, and a maintenance platform.

The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403) and Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located in Waters of the United States within the Indian Trail Improvement District (ITID) M-O Outfall Canal, in Section 16, Township 42 South, Range 39 East, Loxahatchee Groves, Palm Beach County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 43 (Stormwater Management Facilities). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can

access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select "Nationwide Permits." Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-43, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions:

1. The time limit for completing the work authorized ends on **March 14, 2026.**

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form and forward a copy to this office to validate the transfer of this authorization.

5. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. **Reporting Addresses:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this DA permit number, SAJ-2024-01379(NW-PWB), on all submittals.

2. **As-Built Certification with X-Y-Z Coordinates:** Within 60 days of completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall submit as-built drawings of the authorized work and a completed version of the enclosed "As-Built Certification by Professional Engineer or Surveyor" form (Attachment B) to the Corps. The drawings shall be signed and sealed by a registered professional engineer or a professional land surveyor confirming the actual location of all authorized work/structures with respect to the Federal channel and/or within the Federal easement and include the following:

a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8½-inch by 11-inch). The drawings shall include the X & Y State Plane coordination points of the most waterward point of the structure, as well as the Z-azimuth for subaqueous utilities. The drawings shall include the dimensions of the structure, depth of water (at mean low water) at the waterward end of the structure, and the distance from the waterward end of the structure to the near design edge of the Federal channel.

b. List of any deviations between the work authorized by this permit and the work as constructed. In the event the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the Corps.

c. The Department of the Army Permit number.

d. Within 60 days of completion of the work authorized by this permit, the Permittee shall provide a courtesy copy of the signed and sealed As-Built drawings to the Corps, Engineering Division. Submittals shall be sent either electronically by email at

ENPermits.CESAJ@usace.army.mil or by standard mail at Post Office Box 4970, Jacksonville Florida 32232-0019.

3. **Assurance of Navigation and Maintenance:** The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

4. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

5. **Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in

accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archaeologist and from the Corps.

6. **Excavated Material:** The Permittee shall not place any excavated material and/or drilling mud in wetlands or surface waters.

7. **Staging Ares:** All staging areas shall be limited to upland areas.

8. **Eastern Indigo Snake Protection Measures:** The Permittee shall comply with U.S. Fish and Wildlife Service's “Standard Protection Measures for the Eastern Indigo Snake” dated August 12, 2013, as provided in Attachment C of this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at http://myfwc.com/gophertortoise . If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

9. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has

returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

10. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.

11. **Individual Section 408 Approval:** It has been determined that the activities authorized do not impair the usefulness of the L-8 Canal and are not injurious to the public interest. The Permittee shall adhere to the design criteria and guidelines for categorical Section 408 approval as referenced in the 408-SAJ-2025-0044 Approval Memo in Attachment D of this permit. As-builts shall be submitted either electronically by email at ENPermits.CESAJ@usace.army.mil or by standard mail at Post Office Box 4970, Jacksonville Florida 32232-0019. For all questions related to the Section 408 approval, contact the Corps, Jacksonville Engineering Division by telephone at 904-232-2757. Engineering Division is the appropriate authority to determine compliance with the terms and conditions of Section 408 approval.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at https://regulatory.ops.usace.army.mil/customer-service-survey/. Please be aware this Internet address is case sensitive, and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents referenced in this letter, please contact Paula Bratschi at the Palm Beach Gardens Permits Section at 4400 PGA Boulevard, Suite 500, by telephone at 561-472-3532, or by email at paula.w.bratschi@usace.army.mil.

Sincerely,



Paula Bratschi
Project Manager

Enclosures
Attachment A: Drawings
Attachment B: As-Built Certification with X-Y-Z Coordinates
Attachment C: Eastern Indigo Snake Protection Measures
Attachment D: Individual Section 408 Approval
Cc:
Agent: Jay Foy jfoystormj@gmail.com
CESAJ-RD-PE

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2024-01379(NW-PWB)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

_____ _____

(TRANSFEREE-SIGNATURE) **(SUBDIVISION)**

_____ _____ _____

(DATE) **(LOT)** **(BLOCK)**

_____

(STREET ADDRESS)

_____

(NAME-PRINTED)

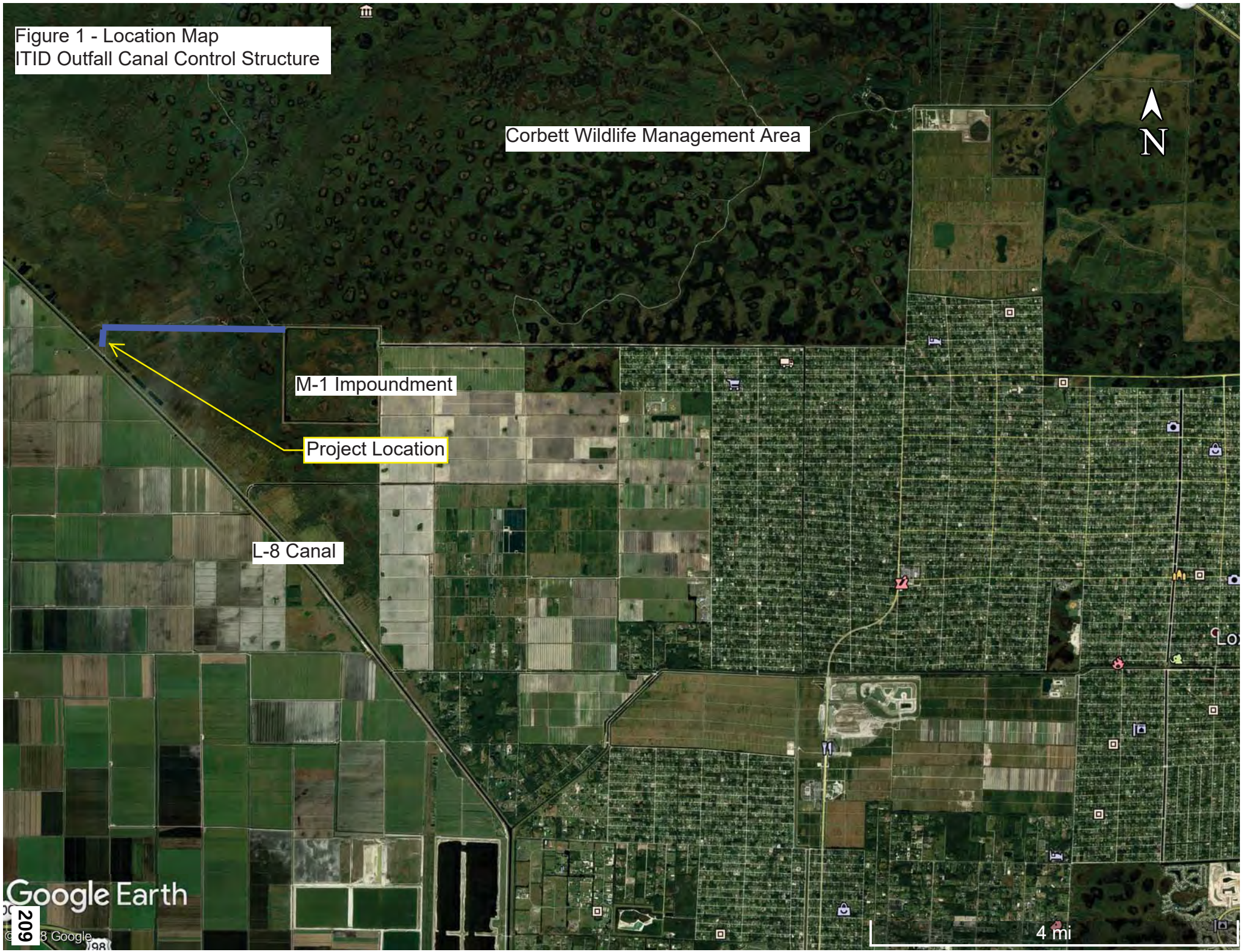
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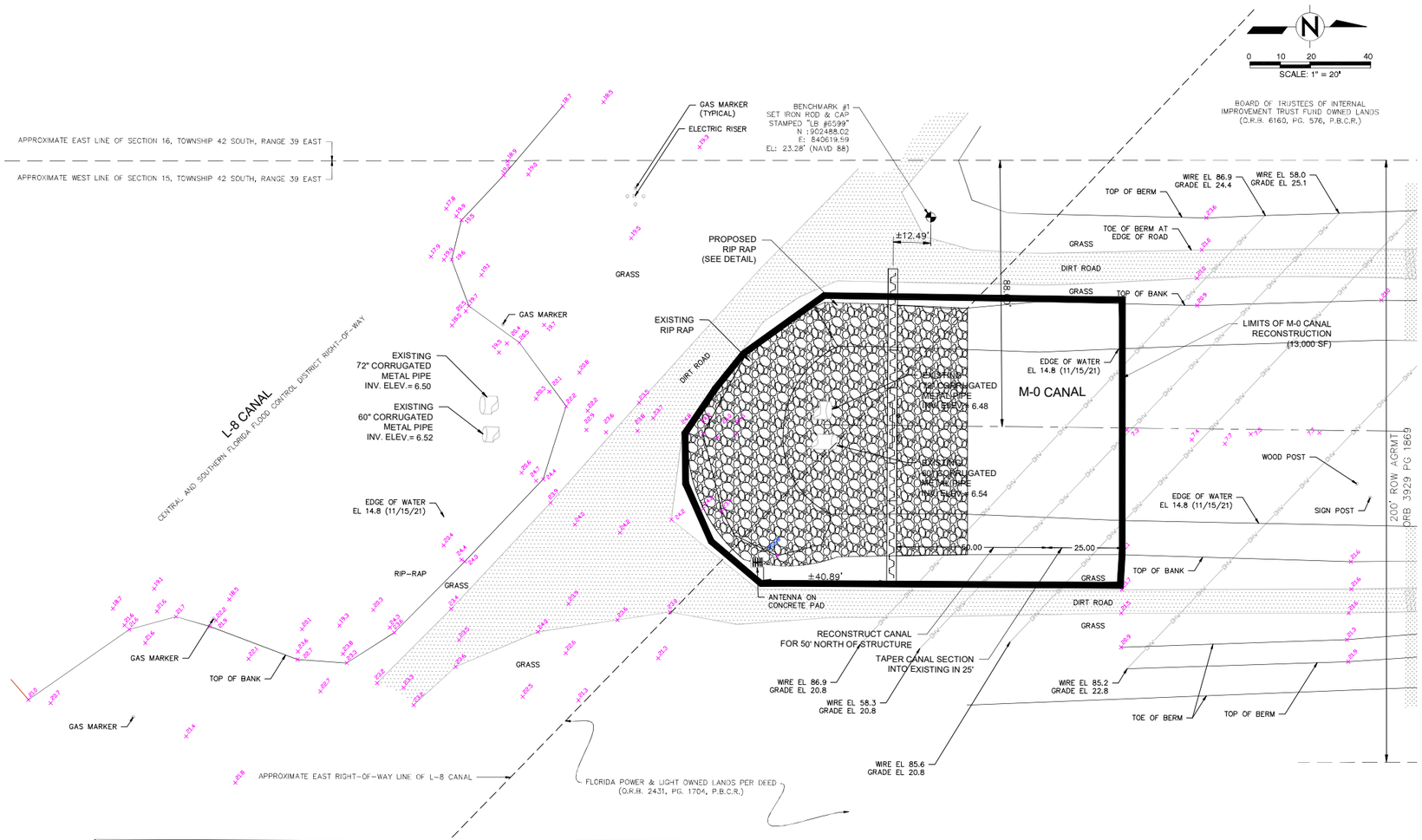
(CITY, STATE, ZIP CODE)


Figure 1 - Location Map
ITID Outfall Canal Control Structure
Corbett Wildlife Management Area
N
M-1 Impoundment
Project Location
L-8 Canal
Google Earth
4 mi


FDEM Ground Disturbance Area
N
ITID Outfall Canal
26.8161, 80.4341
Staging Area = 30'x300 = 9,000 sf
Depth approximately 1.5'
Flow
26.8155, 80.4344
Concrete Weir with Gates
Sheetpile Wingwall
Ground Disturbance 50'x130' = 6,500 sf
Piling Depth from 18.0' to 1.5' NGVD,
Depth = 16.5'
26.8153, 80.4340
Sheetpile Wingwall
SFWMD L-8 Canal
26.8152, 80.4340
Riprap Revetment
Google Earth
210
400 ft

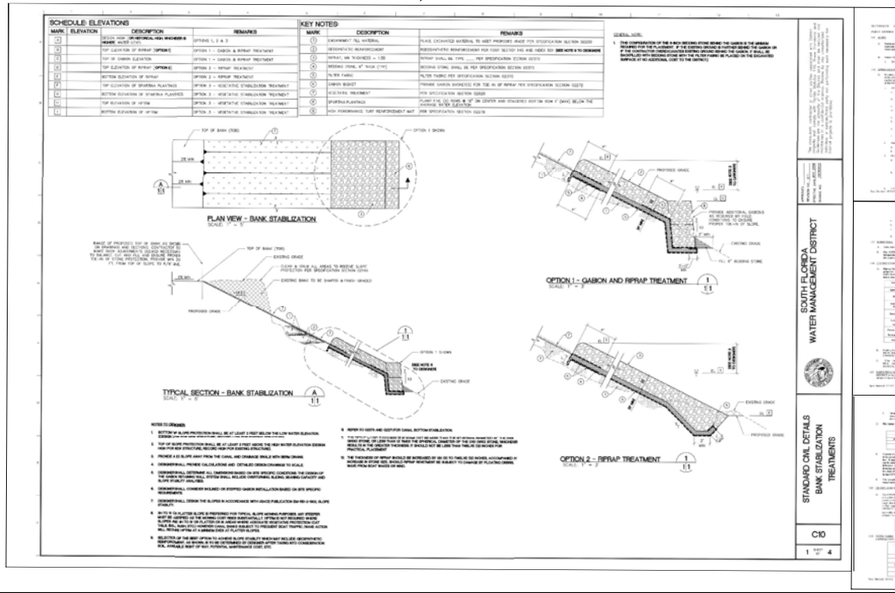
Always call 811 two full business days before you dig to have underground utilities located and marked.

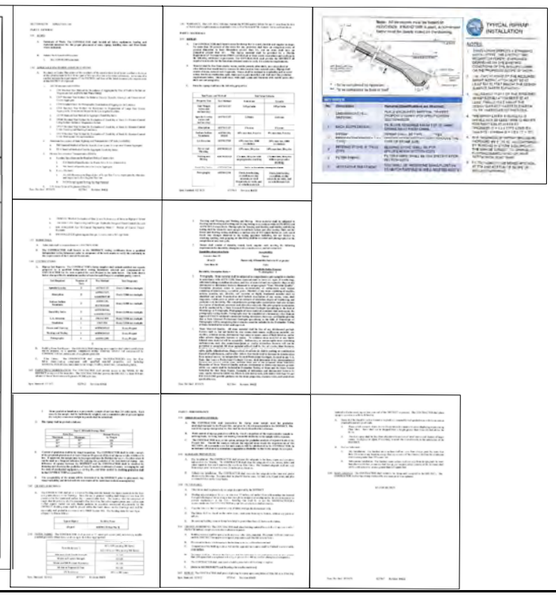
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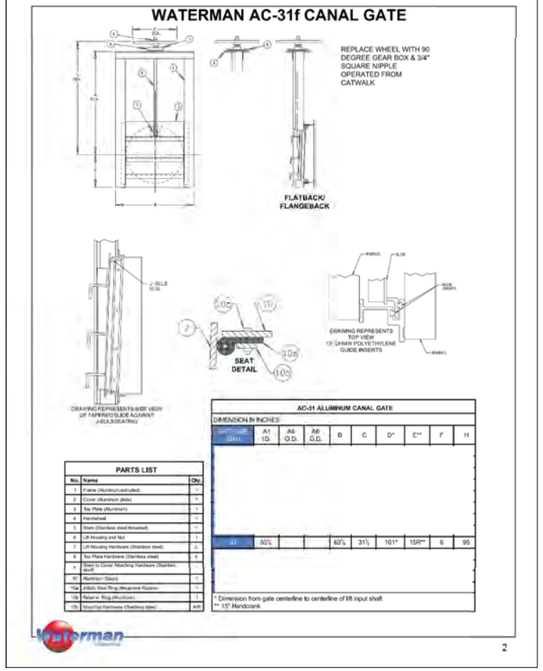


GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.







REVISIONS					
NO.	DATE			BY	
2	8/4/22	REVISED PER FAI		JGF	
1	7/26/22	REVISED PER FAI		JGF	

Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-3028 • Fax (561)242-0109 • stormwater@gmail.com

CIVIL SITE PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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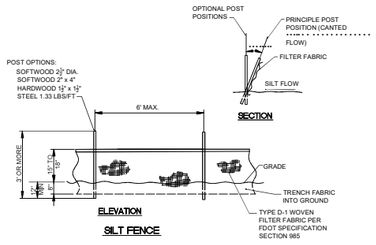
91084.006 Civil Site Plan.dwg

DATE	6/27/2022	
DRAWN	PL	
CHECKED (1)		
CHECKED (2)		
PROJECT MANAGER		JGF

SHEETS 1 OF 2

JOB NO. 91084.006





GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.
5. SOD DISTURBED AREAS WITH BAHIA GRASS.

Always call 811 two full business days before you dig to have underground utilities located and marked.

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REVISIONS

NO.	DATE	REMARKS	BY
1	8/4/22	Add Pipe Balloon Plugs, Delete Coffer Dam	JGF

STORMWATER ENGINEERING, INC.
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POLLUTION PREVENTION PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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DATE	7/31/2022
DRAWN	JGF
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	JGF

SHEET NO. 2 / 2

JOB NO. 91084.006

8/4/2022 10:39 AM S:\Eng-Jay\91084.006 Pollution Control Plan.dwg

GENERAL NOTES

1. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL DRAWINGS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE GOVERNING BUILDING CODE.
2. CONSTRUCTION IS TO COMPLY WITH THE REQUIREMENTS OF THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
3. SPECIAL CARE SHALL BE TAKEN TO PROVIDE ADEQUATE VERTICAL AND HORIZONTAL SHORING TO SUPPORT ALL CONSTRUCTION LOADS.
4. SOURCE OF TOPOGRAPHIC SURVEY: DENNIS J. LEAVY & ASSOCIATES, INC.
5. THE WALL DESIGNS IN THESE PLANS IS BASED ON INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT PREPARED BY TERRACON CONSULTANTS, INC.
6. SELECT EMBANKMENT SHALL BE USED TO BACKFILL BEHIND NEW BULKHEAD WALL AS DIRECTED IN THE PLANS. FILL SHALL BE PLACED TO AN ELEVATION OF 1' ABOVE WATER ELEVATION IN LOW TIDE CONDITIONS AND THEN COMPACTED IN 12" LIFTS UP TO FINAL GRADE. COMPACTION SHALL BE PERFORMED BY USE OF VIBRATING PLATE COMPACTOR. MECHANICAL ROLLERS SHALL NOT BE USED. ADJACENT TO THE WALL COMPACTION SHALL BE ACCOMPLISHED AFTER DEADMAN AND ANCHOR RODS ARE IN PLACE AND BEFORE CAP IS CAST.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2017).
8. SHOP DRAWINGS AND SPECIFICATIONS TO BE PROVIDED TO ENGINEER FOR REVIEW AND APPROVAL.
9. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556, FLORIDA STATUTES AND FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND PIPELINES.
10. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITY LINES, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES CAUSED BY HIS OPERATIONS.
11. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
12. ALL CONSTRUCTION STAKE-OUT IS THE RESPONSIBILITY OF THE CONTRACTOR AND ALL ASSOCIATED COSTS ARE TO BE CONSIDERED INCIDENTAL TO CONSTRUCTION OF THE SPECIFIC ITEM CONSTRUCTED.
13. THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN NOR FOR ANY FACILITY NOT SHOWN. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE UTILITY SUPPLIER OF THE UTILITY CONFLICTS AND THE UTILITY ADJUSTMENTS AS REQUIRED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES.
16. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE ENGINEER OF RECORD.
17. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.
18. AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD.
19. CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.
20. ALL VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA AT THE CONTRACTORS EXPENSE.
21. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
22. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
23. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THE R/W WHERE THE PROJECT IS CONSTRUCTED.
24. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
25. CONTRACTOR SHALL MONITOR AND PROHIBIT THE DEFACING OF FRESHLY PLACED CONCRETE SURFACES. ANY CONCRETE SURFACES DEFACED SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
26. CLEARING AND GRUBBING SHALL INCLUDE REMOVAL OF ALL VEGETATION WITHIN SITE AS REQUIRED TO CONSTRUCT THE REQUIRED IMPROVEMENTS.
27. PROJECT SITE SAFETY:
    A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
    B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
    C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
28. SIX (6) COPIES OF ALL SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIAL SUBSTITUTIONS MUST BE APPROVED PRIOR TO DELIVERY TO THE SITE.
29. IN THE EVENT DE-WATERING IS REQUIRED, THE CONTRACTOR IS TO OBTAIN THE PERMIT FROM THE REQUIRED AGENCIES.
30. CONTRACTOR TO RESTORE ALL AREAS DISTURBED DURING CONSTRUCTION TO EXISTING CONDITION.
31. VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES.
32. NO OPENINGS OR PENETRATIONS, OTHER THAN THOSE SHOWN ON THE DWG'S, SHALL BE MADE WITHOUT THE ENGINEER'S APPROVAL.
33. THE STRUCTURE HAS BEEN DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE WALL IS COMPLETE. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE VARIOUS WALLS AND THEIR COMPONENTS DURING ERECTION.
34. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWING SHALL APPLY TO ALL SITUATIONS OCCURING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. THE APPLICABILITY OF THE DETAIL TO ITS LOCATION ON THE PLANS CAN BE DETERMINED BY THE TITLE OF DETAIL. SUCH DETAILS SHALL APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE DETERMINED BY THE ENGINEER OF RECORD.
35. PRIOR TO SHOP DRAWING PREPARATION, THE GENERAL CONTRACTOR IS TO INVESTIGATE AND VERIFY ACTUAL FIELD CONDITIONS, EXPOSED OR CONCEALED AND TAKE INTO ACCOUNT ANY POSSIBLE CONSTRUCTION INTERFERENCES AND RELOCATIONS OF, BUT NOT LIMITED TO STRUCTURES, EQUIPMENT, UTILITIES CABLES, DUCT LINES, PIPING, DRAIN LINES, ETC.

DESIGN DATA

1. THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020 EDITION
2. LOADS USED IN ANALYSIS OF THE WALLS:
    a. SATURATED SOIL UNIT WEIGHT: 113 LBS./CU. FT.
    b. SUBMERGED SOIL UNIT WEIGHT: 56 LBS./CU. FT.
    c. SOIL ACTIVE PRESSURE COEFFICIENT: Ka=0.32
    c. SOIL PASSIVE PRESSURE COEFFICIENT: Kp=3.12
    d. LIVE LOAD SURCHARGE ADJACENT TO WALL: 100 LBS./SQ. FT.
    e. LIVE LOAD ON PLATFORM : 100 LBS./SQ. FT.
    f. CONCRETE UNIT WEIGHT : 150 LBS./CU. FT.

REINFORCED CONCRETE

1. REINFORCEMENT SHALL BE WELL DETAILED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF STANDARD PRACTICE (ACI – 315) UNLESS OTHERWISE NOTED.
2. THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CAPS. CONSTRUCTION JOINTS SHALL BE PERMITTED ONLY AT THE LOCATIONS IDENTIFIED IN PLANS.
3. REINFORCEMENT SHALL BE CAREFULLY PLACED, RIGIDLY SUPPORTED, AND WELL TIED WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE (ACI – 315).
4. MIXING, TRANSPORTING AND PLACING OF CONCRETE SHALL CONFORM TO THE LATEST EDITION OF THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301).
5. STRUCTURAL CONCRETE SHALL CONFORM TO ACI 301 SPECIFICATIONS, AND SHALL DEVELOP THE FOLLOWING MINIMUM COMPRESSIVE STRENGTHS AT 28 DAYS, AS WELL AS OTHER PROPERTIES SPECIFIED IN THESE DOCUMENTS. SEE SPECIFICATIONS FOR ADDITIONAL DESIGN MIX REQUIREMENTS.

    CAST-IN-PLACE CONCRETE: 3,400 PSI (FDOT CLASS II)

6. CONCRETE SHALL BE READY-MIX, REGULAR WEIGHT FOR ALL STRUCTURAL USES, WITH MINIMUM DRY DENSITY OF 145 LBS. PER CUBIC FOOT.
7. CHAMFER ALL EXPOSED CONCRETE EDGES 3/4" – UNLESS NOTED OTHERWISE.
8. REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND INSTALLED IN ACCORDANCE WITH ACI 318 (LATEST EDITION) AND ACI DETAILING MANUAL, ACI 315 (LATEST EDITION).
9. REINFORCING STEEL SHALL BE NEW, DEFORMED BARS, FREE OF RUST, SCALE AND OIL, CONFORMING TO ASTM A-615, GRADE 60 WITH A MINIMUM YIELD STRENGTH = 60,000 PSI, UNLESS OTHERWISE SHOWN.
10. PROVIDE CONTINUOUS REINFORCEMENT WITH ACI CLASS "B" LAP SPLICES, OR AS NOTED OTHERWISE. IN THE CAPS, LAP CONTINUOUS BOTTOM STEEL OVER SUPPORTS AND CONTINUOUS TOP STEEL AT MID SPAN, UNLESS NOTED OTHERWISE.
11. PROVIDE THE FOLLOWING MINIMUM CONCRETE COVERAGE OVER REINFORCING UNLESS NOTED OTHERWISE:

    CAST-IN-PLACE CONCRETE (FORMED SURFACES) TOP, BOTTOM, SIDES AND ENDS: 4"

    CAST-IN-PLACE CONCRETE (CAST AGAINST EARTH): 3"

12. ALL EMBEDDED ITEMS SHALL BE SECURELY FIXED AND MAINTAINED IN POSITION PRIOR TO AND DURING CONCRETE PLACEMENT.
13. PROVIDE REINFORCEMENT SPLICES AS INDICATED BELOW IN CONFORMANCE WITH AN ACI CLASS B TENSION SPLICE, (ACI 318-14). NO REDUCTION SHALL BE PERMITTED DUE TO BAR SPACING (TOP BARS ARE ANY BARS):

    CLASS B SPLICES FOR "PLAIN" REINFORCEMENT:

BAR SIZE	ALL BARS
#5	36"
#4	30"
#6	48"

14. TERMINATE ALL DISCONTINUOUS ENDS OF TOP BARS WITH STANDARD ACI HOOKS. TURN HOOKS UP OR DOWN INTO SUPPORTING STRUCTURE. CORNER BARS SHALL BE SUPPLIED AND PLACED IN ADDITION TO HOOKED ENDS, PER DETAILS IN THESE DOCUMENTS.
15. WHERE WALLS, BEAMS AND FOOTINGS CHANGE DIRECTION, PROVIDE CORNER BARS OF SAME SIZE AND QUANTITY AS THE SPECIFIED LONGITUDINAL STEEL.
16. READY-MIXED CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C94. IN CASE OF DISCREPANCY, THE PLANS AND SPECIFICATIONS SHALL GOVERN.
17. CEMENT SHALL CONFORM TO ASTM C150, TYPE I. FLY ASH SHALL CONFORM TO ASTM C618, CLASS C OR F. THE RATIO OF THE AMOUNT (BY WEIGHT) OF FLY ASH TO THE AMOUNT OF PORTLAND CEMENT IN THE MIX SHALL NOT EXCEED 25 PERCENT.
18. NORMAL WEIGHT AGGREGATES SHALL CONFORM TO ASTM C33.
19. WATER-REDUCING ADMIXTURES SHALL CONFORM TO ASTM C494.
20. AIR-ENTRAINING ADMIXTURES OR ADMIXTURES CONTAINING MORE THAN 0.1%CHLORIDE IONS SHALL NOT BE USED.
21. CONCRETE TICKETS SHALL BE TIMED STAMPED WHEN BATCHED. THE MAXIMUM TIME ALLOWED FROM THE TIME MIXING WATER ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1 1/2) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL NOT BE USED IN THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNERS' REPRESENTATIVE, THE CONTRACTOR AND THE ENGINEER OF ANY NON-COMPLIANCE WITH THE ABOVE.
22. ALL STRUCTURAL ELEMENTS SHALL BE CONSTRUCTED WITH CONCRETE MIXES WHICH UTILIZE NORMAL SIZE AGGREGATE. PEAROCK MIXES ARE NOT ACCEPTABLE.
23. WATER MAY NOT BE ADDED AT THE SITE EXCEPT AT THE DIRECTION OF A REPRESENTATIVE OF THE SUPPLIER. ANY ALLOWABLE WATER MUST BE ADDED TO THE FULL MIX PRIOR TO PLACING ANY CONCRETE. MIXES WITH WATER ADDED AT THE SITE, OTHER THAN AS INDICATED ABOVE, ARE SUBJECT TO REJECTION AND REMOVAL FROM THE PROJECT. IN ALL INSTANCES, MIXES WITH WATER ADDED AT THE SITE SHALL BE INDICATED ON THE TEST REPORTS AND SUCH MIXES SHALL HAVE A SET OF CYLINDERS TAKEN FROM THE MIX AND A SLUMP TEST PERFORMED AFTER ADDITION OF WATER. ALL CONCRETE TICKETS SHOULD CLEARLY STATE THE ALLOWABLE JOB SITE WATER THAT MAY BE ADDED WITHOUT INVALIDATING THE MIX. THIS REQUIREMENT SHOULD BE CLEARLY COMMUNICATED TO THE CONCRETE SUPPLIER.
24. IN HOT WEATHER CONDITIONS, MIXING, PLACING, FINISHING, CURING AND PROTECTION OF CONCRETE SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 305R, HOT WEATHER CONCRETING.
25. USE OF CONSTRUCTION JOINTS AT LOCATIONS OTHER THAN THOSE INDICATED ON THE DRAWINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR APPROVAL.

CONCRETE MIX DESIGN

THE CONTRACTOR SHALL SUBMIT FOR THE REVIEW OF THE STRUCTURAL ENGINEER A MIX DESIGN FOR EACH CLASS OF CONCRETE. EACH MIX DESIGN SHALL BE IDENTIFIED BY A MIX NUMBER OR OTHER UNIQUE IDENTIFICATION. THE CONTRACTOR SHALL NOT VARY FROM THE MIX DESIGNS NOR ANY CONCRETE OTHER THAN THE APPROVED MIX DESIGNS WITHOUT THE APPROVAL OF THE ENGINEER. MIX DESIGN SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION:

1. MIX DESIGN NUMBER OR UNIQUE IDENTIFICATION AND INTENDED LOCATION OF PLACEMENT.
2. CEMENT TYPE, PROPORTION AND NUMBER OF MANUFACTURER.
3. ALTERNATE CEMENTITIOUS MATERIALS PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
4. FLY ASH AND/OR SLAG PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
5. COARSE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
6. FINE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
7. MIXING WATER PROPORTION AND SOURCE.
8. ADMIXTURE DOSAGES, PRODUCT NAME(S) AND MANUFACTURER NAME(S).
9. DESIGN 28-DAY COMPRESSIVE STRENGTH (F'C).
10. DESIGN SLUMP RANGE.
11. DESIGN AIR-ENTRAINMENT (FOR CONCRETE REQUIRING ENTRAINED AIR).
12. STATISTICAL ANALYSIS OF LABORATORY STRENGTH TEST DATA IN ACCORDANCE WITH STANDARD DEVIATION DETERMINATION OUTLINED IN ACI 318.
13. WATER/CEMENTITIOUS MATERIALS RATIO (NOT TO EXCEED 0.40).
14. EXPOSURE CLASS AND CATEGORY.

CONCRETE TESTING

1. CONCRETE TESTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING PARAMETERS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF AN INDEPENDENT TESTING LABORATORY APPROVED BY THE OWNER AND THE ENGINEER.
2. CONCRETE MIXES WHICH HAVE WATER ADDED AT THE SITE SHALL BE TESTED AS INDICATED IN THE CONCRETE NOTES.
3. FORWARD COPIES OF TEST RESULTS TO THE ENGINEER, CONCRETE SUPPLIER AND CONTRACTOR WITHIN 24 HOURS AFTER TESTING.
4. AN INDEPENDENT TEST LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE.
    a. ASTM C143 "STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE." MINIMUM SLUMP SHALL BE AS INDICATED IN THE CONCRETE NOTES SECTION OR AS SPECIFIED IN APPROVED MIX DESIGN SUBMITTALS.
    b. ASTM C39 "STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS". A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EVERY 50 CUBIC YARDS (OR FRACTION THEREOF), PLACED PER DAY. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS:
        1 AT 3 DAYS
        1 AT 7 DAYS
        1 AT 28 DAYS
5. CONTRACTOR TO PROVIDE ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDER(S) MAY BE DISPOSED.

SHOP DRAWING REVIEW

1. SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.
2. SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR'S FIELD ENGINEER PRIOR TO SUBMITTAL TO THE ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCHECKED. ALLOW TEN BUSINESS DAYS FOR REVIEW TIME OF SHOP DRAWING SUBMITTALS.
3. SHOP DRAWING SUBMITTALS SHALL BE MADE AS ELECTRONIC FILES (.PDF FORMAT). ENGINEER'S REVIEW STAMP WILL BE PROVIDED TO CONTRACTOR AND SHALL BE APPLIED TO ALL DRAWINGS PRIOR TO SUBMITTAL TO CONTRACTOR.
4. THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.
5. CHANGES AND ADDITIONS MADE ON THE RE-SUBMITTALS SHALL BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS SHALL BE CLEARLY NOTED ON THE LETTER TRANSMITTAL. THE ENGINEER'S REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE RE-SUBMITTAL.
6. SHOP DRAWING SUBMITTALS ARE REQUIRED FOR THE FOLLOWING ITEMS: KING PILES, SHEET PANELS (INCLUDING DETAILS FOR LIFTING), TIE BACK RODS & ANCHORS, CAP REINFORCING, DEAD MAN ANCHOR REINFORCING AND RIP RAP. IN ADDITION, PRODUCT SUBMITTAL SHALL BE MADE FOR ALL PRODUCTS IDENTIFIED ON THE PLANS.

STRUCTURAL STEEL NOTES:

1. STRUCTURAL STEEL DETAILING, FABRICATION AND ERECTION SHALL CONFORM TO THE AISC 'SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS', LATEST EDITION WITH AMENDMENTS, AND THE AISC 'CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES', LATEST EDITION WITH AMENDMENTS.
2. STRUCTURAL STEEL WIDE FLANGE SHAPES SHALL CONFORM TO ASTM A992.
3. STRUCTURAL STEEL PLATES AND ROLLED SHAPES OTHER THAN WIDE-FLANGE SHAPES SHALL CONFORM TO ASTM A36, U.N.O.
4. STRUCTURAL STEEL HSS RECTANGULAR AND SQUARE SECTIONS SHALL CONFORM TO ASTM A500, GRADE B WITH A MINIMUM YIELD STRENGTH OF 46 KSI.
5. ANCHOR RODS SHALL CONFORM TO ASTM F1554 GRADE 36, U.N.O.
6. ALL THREADED ROD SHALL CONFORM TO ASTM A36, U.N.O.
7. SHEAR STUD CONNECTORS SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH AWS D1.1 "STRUCTURAL WELDING CODE", SECTION 7 -STUD WELDING. STUDS SHALL BE TYPE 'B', HEADED STUDS HAVING A MINIMUM TENSILE STRENGTH OF 65,000 PSI, AND SHALL BE OF LENGTH AND DIAMETER SHOWN ON STRUCTURAL DRAWINGS. FILLET WELDING OF STUDS IS PROHIBITED.
8. BOLTED CONNECTIONS SHALL CONFORM TO THE 'SPECIFICATION OF STRUCTURAL JOINTS USING ASTM A325 OR 490 BOLTS', APPROVED BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS. BOLTED CONNECTIONS FOR STRUCTURAL STEEL MEMBERS SHALL BE WITH 3/4" DIAMETER A325 BOLTS U.N.O.
9. WELDING PROCEDURES SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY'S 'STRUCTURAL WELDING CODE FOR STEEL' ANSI/AWS D1.1.
10. WELDED CONNECTIONS BETWEEN STRUCTURAL STEEL MEMBERS SHALL BE MADE WITH E70XX ELECTRODES, U.N.O.
11. STRUCTURAL STEEL TO BE HOT-DIP GALVANIZED.
12. STRUCTURAL STEEL NOTED TO BE GALVANIZED SHALL BE HOT-DIP GALVANIZED IN CONFORMANCE WITH ASTM A123.
13. DO NOT PAINT OR GALVANIZE THE FOLLOWING SURFACES:
    a. SURFACES TO BE WELDED.
    b. SURFACES TO RECEIVE SHEAR STUD CONNECTIONS.
14. ALL ABRASIONS TO THE SHOP FINISH SHALL BE TOUCHED-UP AFTER ERECTION IS COMPLETE. FOR GALVANIZED STEEL, USE A ZINC-RICH COLD-GALVANIZING PAINT.
15. FOR CONNECTIONS NOT SPECIFICALLY DETAILED, PROVIDE CONNECTION USING 1/2 OF MAXIMUM TOTAL UNIFORM LOAD FROM MANUAL (CURRENT EDITION).

STEEL SHEET PILE INSTALLATION:

1. PREDRILLING PRIOR TO INSTALLING THE STILL SHEET PILING IS REQUIRED TO CREATE A SLOT IN THE ROCK LAYER. THE DEPTH OF THE DRILLING SHALL EXCEED THE PILE TIP ELEVATION OF -21.58' NAVD. THE FRAGMENTED LIMESTONE COBBLES SHALL BE REMOVED, AND THE HOLES BACKFILLED WITH CLEAN SAND PRIOR TO DRIVING OF THE STEEL SHEET PILES. SAND INFILL FROM THE CANAL EMBANKMENT DURING THE DRILLING PROCESS IS ACCEPTABLE TO LEAVE IN PLACE AND SUPPLEMENTED AS NECESSARY TO COMPLETELY FILL THE HOLES.
2. REFER TO GEOTECHNICAL REPORT PREPARED BY:
    TERRACON CONSULTANTS, INC.
    ITID M-O CANAL OUTFALL STRUCTURE
    TERRACON PROJECT NO.: H0205041

ALAN L. GERWIG LICENSE No. 39481 STATE OF FLORIDA PROFESSIONAL ENGINEER

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Civil and Structural Engineers

M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

GENERAL NOTES

REVISIONS			
No.	Date	Dr.	Ch.

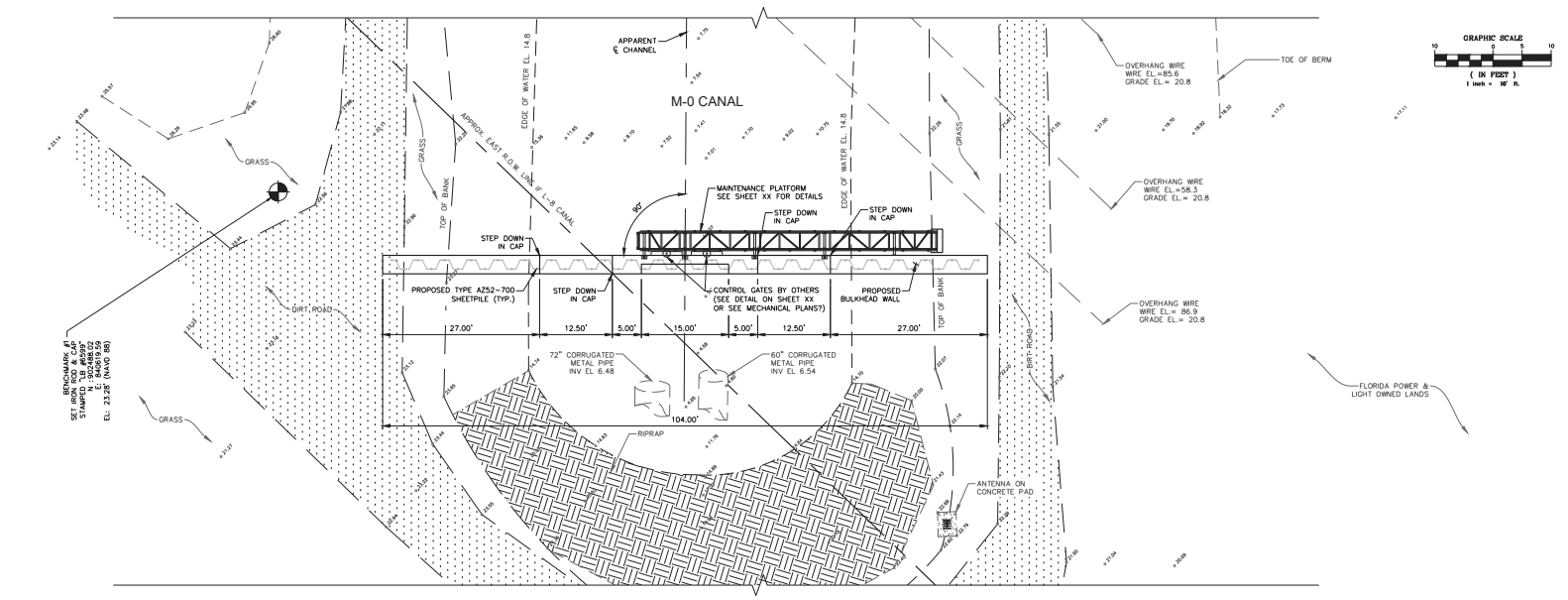
Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	8/19/2022		

Proj. No. 21-028

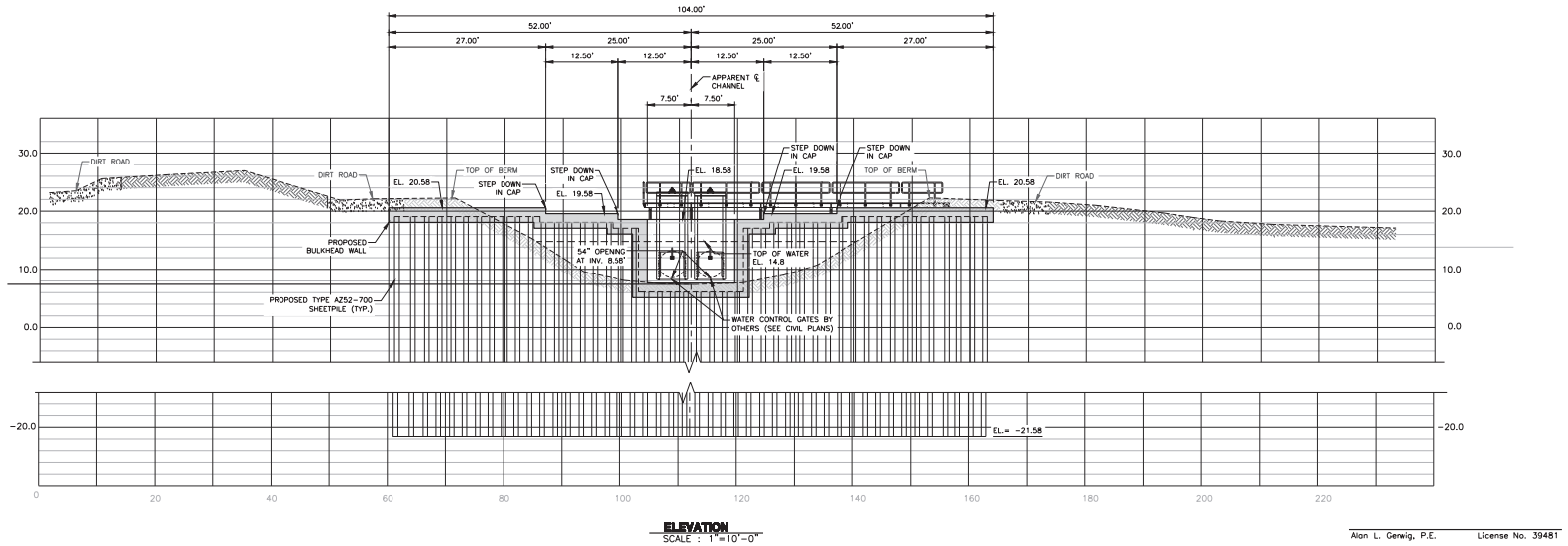
Sheet S1 of S6

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H:\Drawings\ITID M-O Canal Water Control Structure (21-028)\09-WRK-DWGS\21-028_GENERAL NOTES.dwg - Monday, August 22, 2022 10:02:25 AM - Stephen Carpenter



PLAN VIEW
SCALE : 1"=10'-0"



ELEVATION
SCALE : 1"=10'-0"

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M-O CANAL WATER STRUCTURE

PALM BEACH COUNTY, FLORIDA

PLAN AND ELEVATION

REVISIONS

No.	Date	Dr.	Ch.

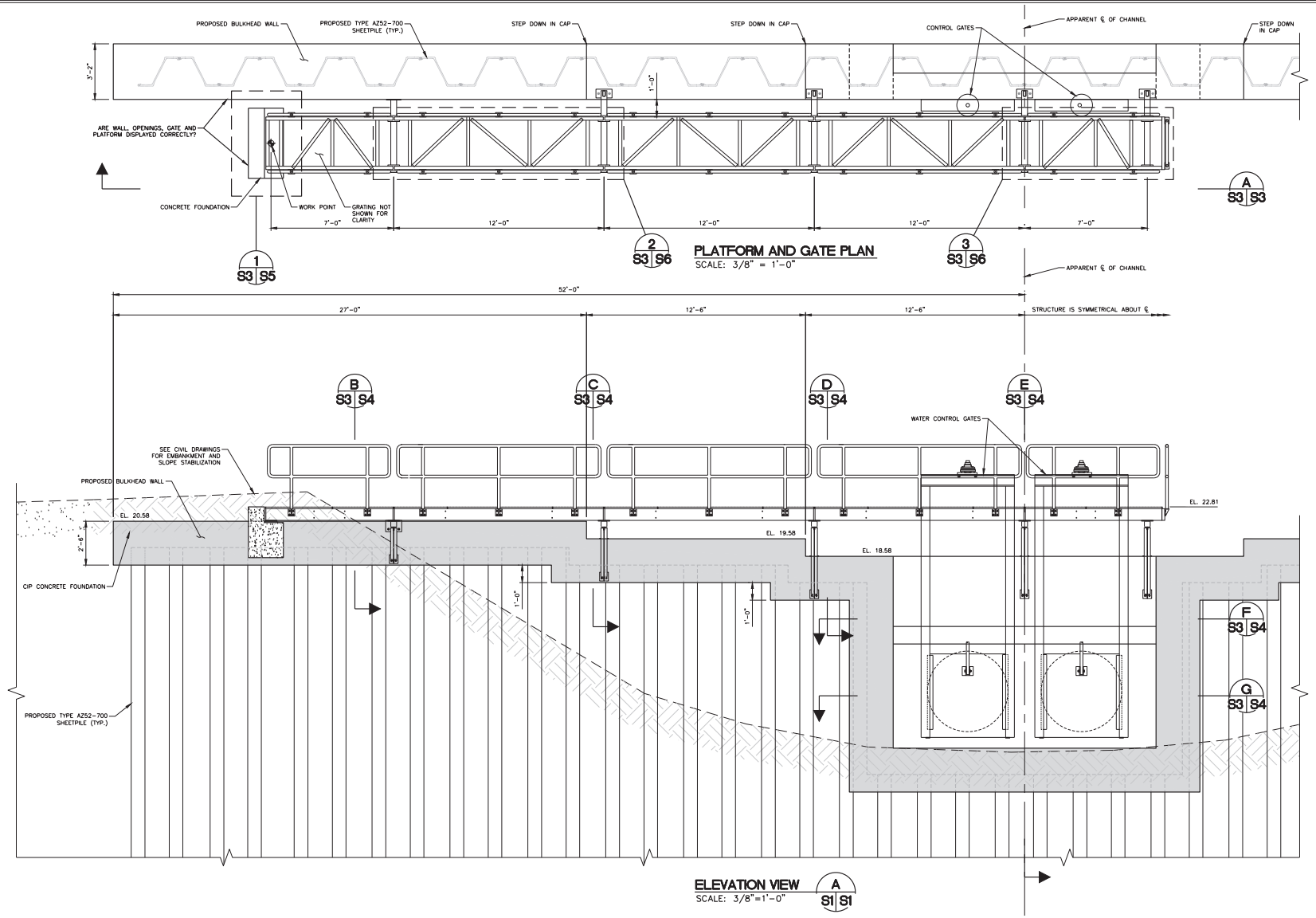
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Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		

Proj. No. 21-028

Sheet S2 of S6

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M-O CANAL WATER STRUCTURE

PALM BEACH COUNTY, FLORIDA

PLATFORM AND GATE PLAN AND ELEVATION

REVISIONS

No.	Date	Dr.	Ch.

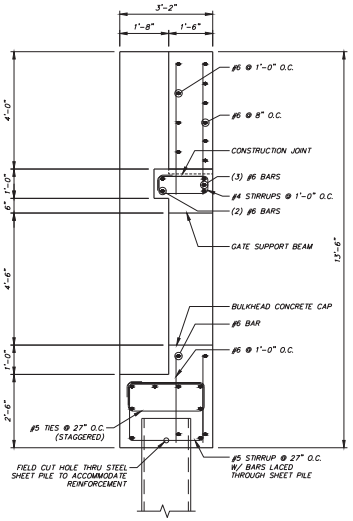
Appr.	ALG	Scale	NOTED
Dr.	SEC	Ch.	ALG
Drawing Date	6/19/2022		

Proj. No. 21-028

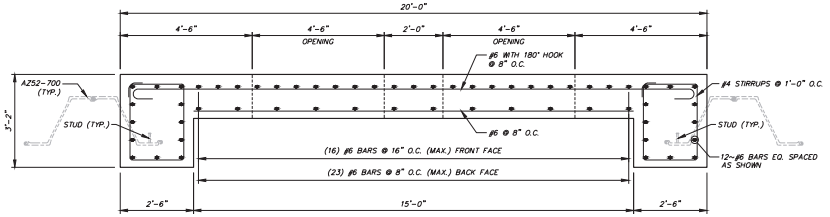
Sheet S3 of S6

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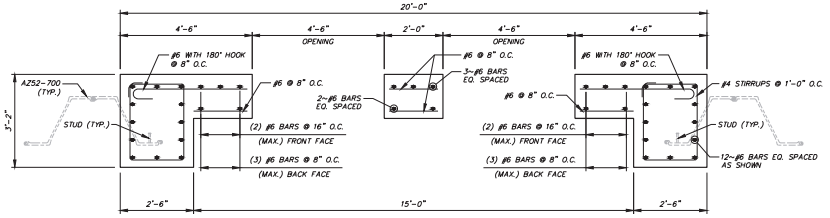
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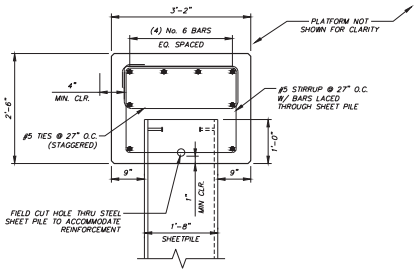
GATE SUPPORT SECTION E
SCALE: 1/2"=1'-0"
S3 S4



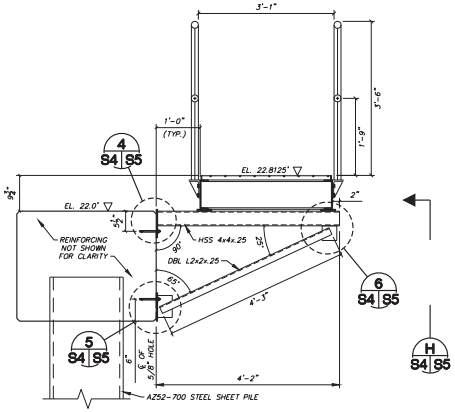
GATE SUPPORT BEAM F
SCALE: 1/2"=1'-0"
S3 S4



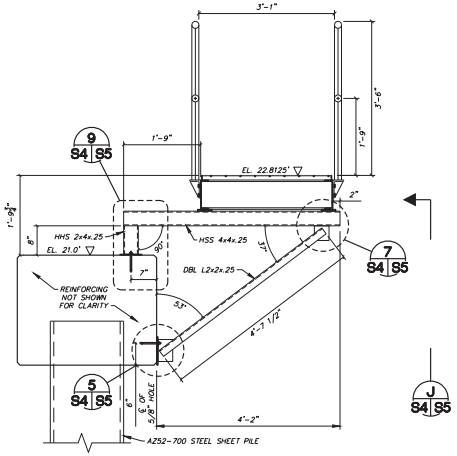
GATE SUPPORT SECTION G
SCALE: 1/2"=1'-0"
S3 S4



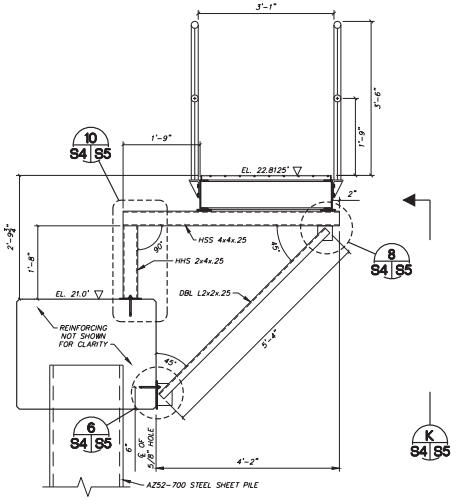
TYPICAL BULKHEAD CAP SECTION
SCALE: 3/4"=1'-0"



BULKHEAD AND PLATFORM SECTION B
SCALE: 3/4"=1'-0"
BRACKET "C"
(1) REQUIRED
S3 S4



BULKHEAD AND PLATFORM SECTION C
SCALE: 3/4"=1'-0"
BRACKET "B"
(1) REQUIRED
S3 S4



BULKHEAD AND PLATFORM SECTION D
SCALE: 3/4"=1'-0"
BRACKET "A"
(3) REQUIRED
S3 S4

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M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

PLATFORM AND BULKHEAD REINFORCING

REVISIONS

No.	Date	Dr.	Ck.

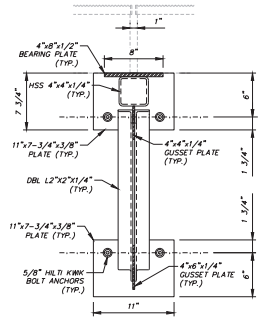
Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	8/19/2022		

Proj. No. 21-028

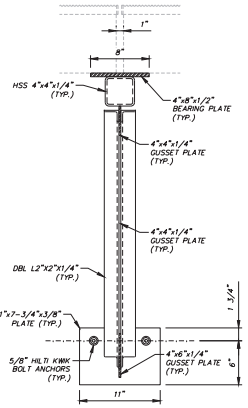
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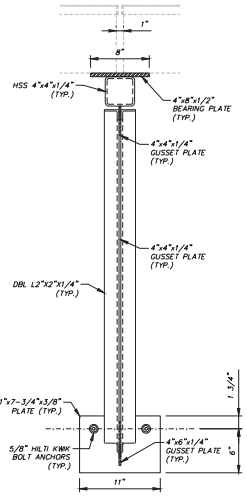
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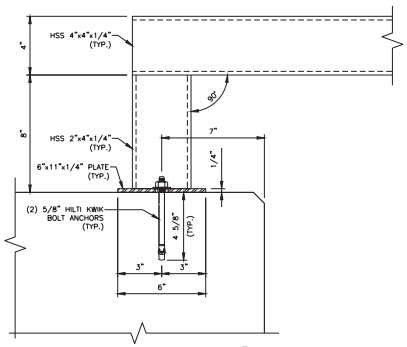
BRACKET "C" H
SCALE: 1-1/2"=1'-0" S4 S5
(1) REQUIRED



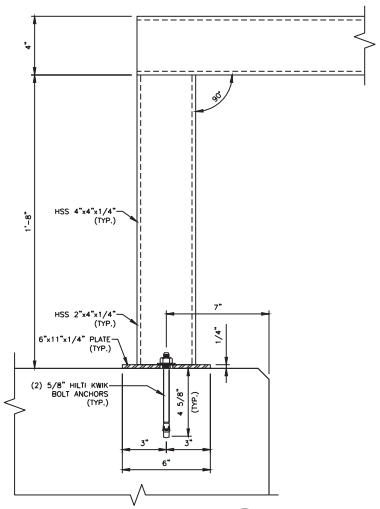
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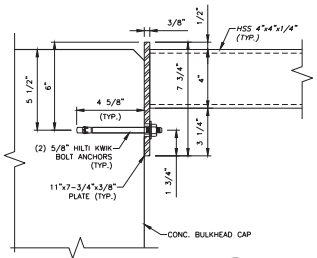
BRACKET "A" K
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(3) REQUIRED



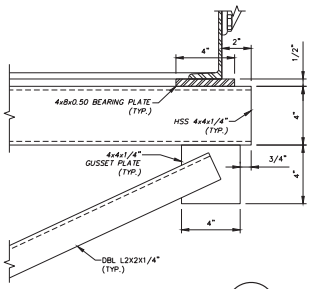
BRACKET DETAIL 9
SCALE: 3"=1'-0" S4 S5



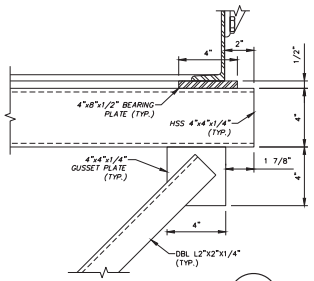
BRACKET DETAIL 10
SCALE: 3"=1'-0" S4 S5



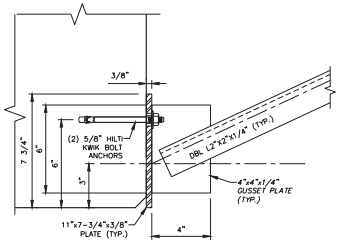
BRACKET DETAIL 4
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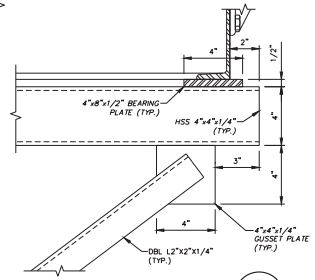
BRACKET DETAIL 6
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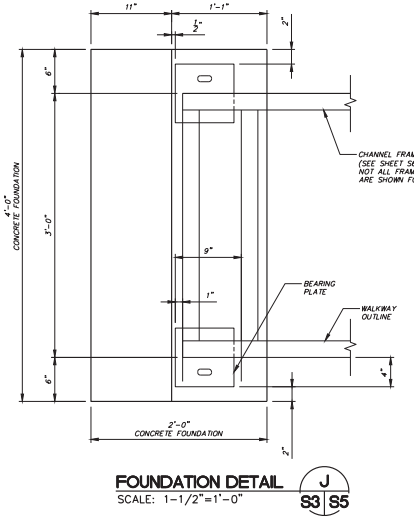
BRACKET DETAIL 8
SCALE: 3"=1'-0" S4 S5



BRACKET DETAIL 5
SCALE: 3"=1'-0" S4 S5



BRACKET DETAIL 7
SCALE: 3"=1'-0" S4 S5



FOUNDATION DETAIL J
SCALE: 1-1/2"=1'-0" S3 S5

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M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA
PLATFORM AND BRACKET DETAILS

REVISIONS

No.	Date	Dr.	Ck.

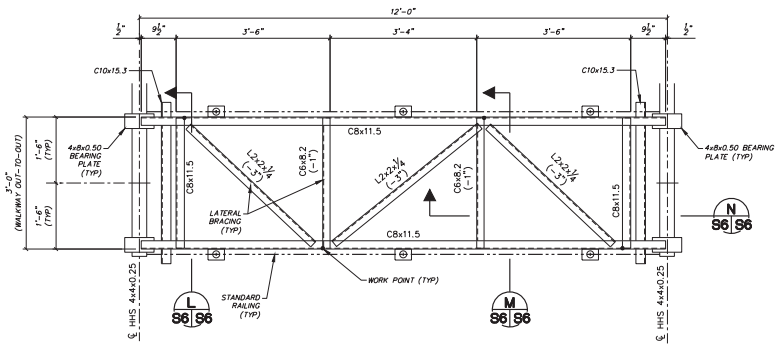
Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		

Proj. No. 21-028

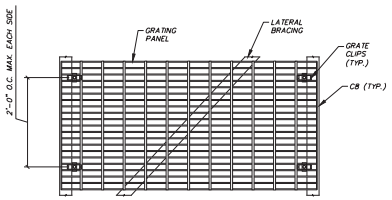
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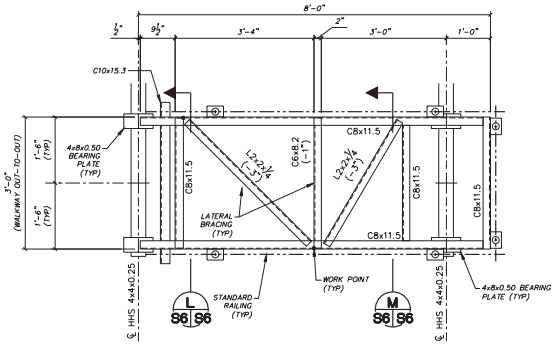
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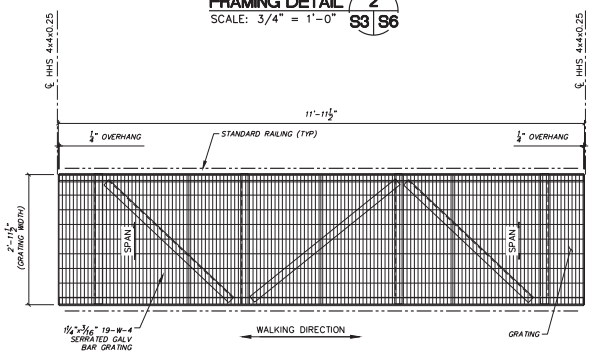
FRAMING DETAIL 2
SCALE: 3/4" = 1'-0" S3 S6



GRATING ATTACHMENT LOCATIONS
SCALE: N.T.S.



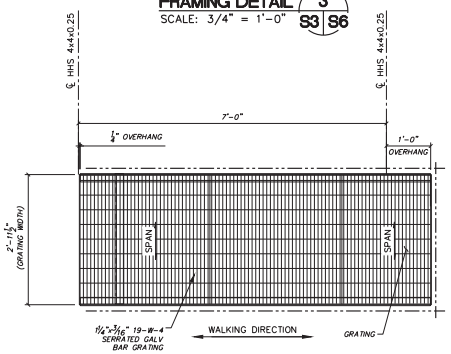
FRAMING DETAIL 3
SCALE: 3/4" = 1'-0" S3 S6



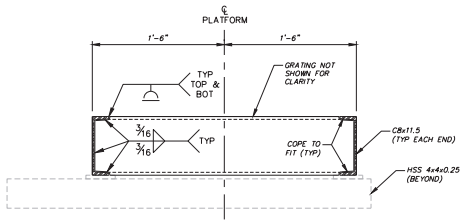
BAR GRATING DETAIL
SCALE: 3/4" = 1'-0"

GENERAL NOTES:

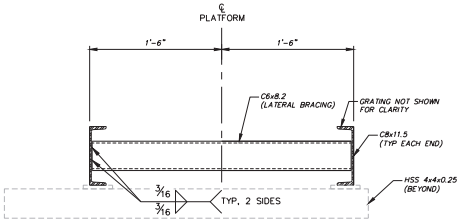
1. STRUCTURAL FRAMING FOR EACH WALKWAY SECTION SHALL BE STEEL, TYPE A36, AND HOT-DIP GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.
2. BAR GRATING SHALL BE SERRATED GALVANIZED STEEL, 19-W-4 1¼"x⅜". GRATING DEFLECTION SHALL NOT EXCEED A DEFLECTION OF ¼" FOR A UNIFORM LOAD OF 100 LBS/SF.
3. OPEN ENDS OF GRATING PANELS SHALL BE BANDED BY WELDING, PRIOR TO GALVANIZING, A FLAT BAR SIMILAR IN SIZE TO THE BEARING BARS TO THE CUT END OF THE GRATING PANEL.
4. BAR GRATING MAIN BARS SHALL BE ATTACHED TO FRAMING CHANNELS USING 13 GAUGE MINIMUM THICKNESS FRICTION- TYPE GALVANIZED STEEL BRACKETS AT 24" MAXIMUM SPACING (STRUCT-FAST, INC. OR APPROVED EQUAL).
5. MAXIMUM GAP BETWEEN BAR GRATING PANELS SHALL BE ½".
6. GRATING PANEL IN PLATFORM WALKING DIRECTION (i.e. LENGTH) SHALL NOT BE MORE THAN 36".



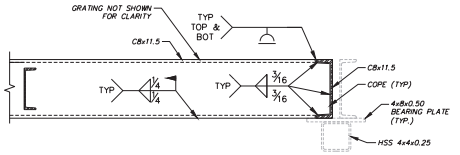
BAR GRATING DETAIL
SCALE: 3/4" = 1'-0"



SECTION L
SCALE: 1-1/2"=1'-0" S6 S6



SECTION M
SCALE: 1-1/2"=1'-0" S6 S6



SECTION N
SCALE: 1-1/2"=1'-0" S6 S6

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Civil and Structural Engineers

M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

WALKWAY PLAN AND DETAILS

REVISIONS

No.	Date	Dr.	Ch.

Appr. ALG | Scale NOTED
Dr. SEC | Ch. ALG
Drawing Date 6/19/2022

Proj. No. 21-028

Sheet S6 of S6

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AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, 4400 PGA Boulevard, Suite 500, Palm Beach Gardens, Florida, 33410. For electronic mail saj-rd-enforcement@usace.army.mil (not to exceed 10 MB). If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3131.

1. Department of the Army Permit Number: SAJ-2024-01379(/NW-PWB)

2. Permittee Information:

Name: _____

Address: _____

_____

3. Project Site Identification (physical location/address):

_____

_____

_____

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

_____ _____

Signature of Engineer Name (*Please type*)

_____ _____

(FL, PR, or VI) Reg. Number Company Name

_____ _____ _____

City State ZIP

(Affix Seal)

_____ _____

Date Telephone Number

Date Work Started:_____ Date Work Completed:_____

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

_____

_____

_____

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_____

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service

March 23, 2021

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida and Georgia for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov; Georgia Field Office: gaes_assistance@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or approval from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or approval from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11 x 17in or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat.

These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida and Georgia. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas and often move seasonally between upland and lowland habitats, particularly in the northern portions of its range (North Florida and Georgia). Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Reliance on xeric sandhill habitats throughout the northern portion of the range in northern Florida and Georgia is due to the dependence on gopher tortoise burrows for shelter during winter. Breeding occurs during October through February. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. Taking of eastern indigo snakes is prohibited by the Endangered Species Act without a permit is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A <u>LIVE</u> EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes. Â
- Immediately notify supervisor or the applicants designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicants designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office: (904) 731-3336
Panama City Field Office: (850) 769-0552
South Florida Field Office: (772) 562-3909
Georgia Field Office: (706) 613-9493

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.

2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5 x 11in paper and then properly folded, is attached). Â Photos of eastern indigo snakes may be accessed on USFWS and/or FWC or GADNR websites.

3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

3. Periodically during construction activities, the applicants designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ATTENTION

Federally-Threatened Eastern Indigo Snakes may be present on this site!

Killing, harming, or harassing eastern indigo snakes is strictly prohibited and punishable under State and Federal Law.

If you see a LIVE eastern indigo snake on the site:

- Do NOT attempt to touch or handle the snake. Stop land disturbing activities and allow the snake time to move away from the site without interference.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor/applicant, and a U.S. Fish and Wildlife Service (USFWS) Ecological Services Field Office, with the location information and condition of the snake.
- If the snake is located near clearing or construction activities that will cause harm to the snake, the activities must pause until a representative of the USFWS returns the call (within one day) with further guidance.

If you see a DEAD eastern indigo snake on the site:

- Stop land disturbing activities and immediately notify supervisor/applicant, and a USFWS Ecological Services Field Office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

DESCRIPTION. The eastern indigo snake is one of the largest non-venomous snakes in North America, reaching up to 8 ft long. Named for the glossy, blue-black scales above and slate blue below, they often have orange to reddish color (cream color in some cases) in the throat area. They are not typically aggressive and will try to crawl away when disturbed.

SIMILAR SPECIES. The black racer resembles the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY. Eastern indigo snakes live in a variety of terrestrial habitat types. Although they prefer uplands, they also use wetlands and agricultural areas. They will shelter inside gopher tortoise burrows, other animal burrows, stumps, roots, and debris piles. Females may lay from 4 to 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTED STATUS. The eastern indigo snake is protected by the USFWS, Florida Fish and Wildlife Conservation Commission, and Georgia Department of Natural Resources. Any attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage eastern indigo snakes is prohibited by the U.S. Endangered Species Act. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses. Only authorized individuals with a permit (i.e., Recovery [10a1A] or HCP ITP [10a1B]), or an Incidental Take Statement associated with a USFWS Biological Opinion may handle an eastern indigo snake.

Please contact your nearest USFWS Ecological Services Field Office if a live or dead eastern indigo snake is encountered:

Jacksonville, FL, (904) 731-3336
Panama City, FL, (850) 769-0552
Vero Beach, FL, (772) 562-3909
Athens, GA, (706) 613-9493

If you see a LIVE eastern indigo snake on the site:

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, and the appropriate U.S. Fish and Wildlife Service (USFWS) office, with information regarding the location and condition of the snake.
- If the snake is in a vicinity where clearing or construction activities will cause harm to the snake, the activities must be paused until a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

If you see a DEAD eastern indigo snake on the site:

- Cease clearing activities and immediately notify the supervisor or designated applicant/agent, and the USFWS Field Office (see below for contact information), with the location and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

USFWS Ecological Services Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

Jacksonville Office: (904) 731-3336
Panama City Office: (850) 769-0552
Vero Beach Office: (772) 562-3909
Georgia Office: (912) 403-1873

Description. The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet long. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. They often have orange to reddish coloration in the throat area, yet some may only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

Similar Species. The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

Life History. The eastern indigo snake occurs in a variety of terrestrial habitats. Although they prefer uplands, they also use wetlands and agricultural areas. Eastern indigo snakes will often take shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 to 12 white eggs as early as April through June, with young hatching in late July through October.

Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

Only individuals currently authorized to handle an eastern indigo snake through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, are allowed to do so.

Legal Status. The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses, if convicted.

ATTENTION:

THREATENED **EASTERN INDIGO SNAKES** MAY BE PRESENT ON THIS SITE!



Photo: Dirk Stevenson

Please read the following information provided by the U.S. Fish and Wildlife Service on standard protection measures for the eastern indigo snake.

CESAJ-EN 6 October 2025

MEMORANDUM FOR Chief, Regulatory Division

SUBJECT: Water Control Structure and Riprap ITID Outfall Canal, L-8 Canal, SAJ-2024-01379

1. Reference Regulatory Division email dated 6 March 2025, requesting Engineering Division review the permit package for SAJ-2024-01379, Water Control Structure and Riprap ITID Outfall Canal, L-8 Canal, 408 Request 2025-0044. The applicant proposes to improve flood protection by excavating 6,617 square feet (524 cubic yards) of existing riprap and by installing 6,617 square feet (350 cubic yards) of new riprap. Furthermore, the project includes the construction of a 104 linear foot water control structure consisting of a 3 feet wide cap on sheet piles, water control gates, and a maintenance platform.

2. Engineering Division does not object to the issuance of the permit and approves the request for SAJ-2024-01379, Water Control Structure and Riprap ITID Outfall Canal, L-8 Canal, 408 Request 2025-0044, as referenced herein, as the proposed meets SAJ criteria and will not impact the federal project.

3. Approval of these modifications to the L-8 Canal Project is in accordance with 33 U.S.C. 408. It also complies with the National Environmental Policy Act as the proposed modifications were previously analyzed in the Department of Army Permit SAJ-2024-01379.

4. The applicant shall comply with Engineering Circular 1165-2-220, dated 10 September 2018, Policy and Procedural Guidance for Processing Requests to Alter U.S. Army Corps of Engineers Civil Works Projects Pursuant to 33 U.S.C. 408, Appendix K, Standard Terms and Conditions (enclosed) and the time limit for completing the work authorized in Department of Army Permit SAJ-2024-01379. The applicant is responsible for quality control for performance of the work and for ensuring these actions do not interfere with the functioning of the L-8 Canal Project. Documentation of the completed work must be furnished to USACE after completion of the work for our records, per the Standard Terms and Conditions (enclosed).

5. If you have any questions, please feel free to contact the Engineering Division POC Josinell Serrano Canals at 904-232-1112 or by email to josinell.m.serrano-canals@usace.army.mil.

Jason A. Engle, P.E.
Acting Chief, Engineering Division

Enclosure

STANDARD TERMS AND CONDITIONS[1]

LIMITS OF THE AUTHORIZATION

1. This permission only authorizes you, the requester, to undertake the activity described herein under the authority provided in Section 14 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. 408). This permission does not obviate the need to obtain other federal, state, or local authorizations required by law. This permission does not grant any property rights or exclusive privileges, and you must have appropriate real estate instruments in place prior to construction and/or installation.
2. The time limit for completing the work authorized is as referenced in the main approval letter. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the permit date is reached.
3. Without prior written approval of the USACE, you must neither transfer nor assign this permission nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this permission. Failure to comply with this condition will constitute noncompliance for which the permission may be revoked immediately by USACE.
4. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.

INDEMNIFICATION AND HOLD HARMLESS

5. The United States will in no case be liable for:
    a. any damage or injury to the structures or work authorized by this permission that may be caused or result from future operations undertaken by the United States, and no claim or right to compensation will accrue from any damage; or
    b. damage claims associated with any future modification, suspension, or revocation of this permission.
6. The United States will not be responsible for damages or injuries which may arise from or be incident to the construction, maintenance, and use of the project requested by you, nor for damages to the property or injuries to your officers, agents, servants, or employees, or others who may be on your premises or project

[1] EC 1165-2-220, Policy and Procedural Guidance for Processing Requests to Alter US Army Corps of Engineers Civil Works Projects Pursuant to 33 USC 408, Appendix K, 10 SEP 2018

work areas or the federal project(s) rights-of-way. By accepting this permission, you hereby agree to fully defend, **indemnify**, and **hold harmless** the United States and USACE from any and all such claims, subject to any limitations in law. Any damage to the water resources development project or other portions of any federal project(s) resulting from your activities must be repaired at your expense.

REEVALUATION OF PERMISSION

7. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.
8. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
    a. you fail to comply with the terms and conditions of this permission;
    b. the information provided in support of your application for permission proves to have been inaccurate or incomplete; or
    c. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.

CONDUCT OF WORK UNDER THIS PERMISSION

9. You are responsible for implementing any requirements for mitigation, reasonable and prudent alternatives, or other conditions or requirements imposed as a result of environmental compliance.
10. Work/usage allowed under this permission must proceed in a manner that avoids interference with the inspection, operation, and maintenance of the federal project.
11. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.
12. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to operate and/or to make any other use of the lands as may be necessary in connection with government purposes, and you will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
13. You must provide copies of pertinent design, construction, and/or usage submittals/documents. USACE may request that survey and photographic documentation of the alteration work and the impacted project area be provided before, during, and after construction and/or installation.
14. You may be required to perform an inspection of the federal project with the USACE, prior to your use of the structure, to document existing conditions.

15. USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.
16. You must schedule a final inspection with the Jacksonville District within 60 days after completion of the work.
17. You must submit documentation of the completed work to USACE within 90 days after completion of the work showing the new work as it relates to identifiable features of the federal project. This documentation must include a certification that the work was completed in accordance with the approved plans and specifications, GPS readings for the limits of the work performed, electronic “as-built” drawings, and the date the work was started and completed.

NOTIFICATION OF FPL FACILITIES

Customer/Agency _____
Developer/Contractor Name _____
Location of Project _____
FPL Representative _____
Developer/Contractor Representative _____

Date of Meeting/Contact: _____
Project Number/Name: _____
City: _____
Phone: _____
FPL Work Request #/Work Order #: _____

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – Equipment)	(1926.1411 – Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.
**For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

_____ _____
Means by which this notification was provided to customer and/or contractor — Address

_____ _____
FPL Representative Signature — Date

_____ _____
Customer/Developer/Contractor Representative Signature — Date

Form 360 (Rev. 1/9/12)

Retention Area

THIS INSTRUMENT PREPARED BY:
Robert C. Salisbury, Esq.,
P. O. Box 2775
Palm Beach, Florida 33480

83 076020

83 APR 27 PM 3:59

RIGHT-OF-WAY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P. O. Box 013100, Miami, Florida, 33101, hereinafter referred to as "Grantor", in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant to INDIAN TRAIL WATER CONTROL DISTRICT, a water management district under the laws of the State of Florida, whose address is c/o MR. MADISON F. PACETTI, of Caldwell, Pacetti, Barrow & Salisbury, 324 Royal Palm Way, Palm Beach, Florida, 33480, hereinafter referred to as "Grantee" an easement or right-of-way over the land as described below, for the purpose of the operation and maintenance of a drainage canal across Grantor's lands situated in the County of Palm Beach and State of Florida and more particularly described as follows:

4560
4518

The West 200 feet of the South 1/2 of Section 15, Township 42 South, Range 39 East, Palm Beach County, Florida, lying within the 660 foot parcel of land conveyed by R. W. Wall, Jr., Trustee and individually, to Florida Power & Light Company by deed dated May 30, 1975, recorded in Official Record Book 2431, Page 1704, Public Records of Palm Beach County, Florida.

This Agreement is made for the purpose of giving and granting to the Grantee, its successors and assigns, a right-of-way and easement in and to said land to make or cause to be made or constructed thereon such canals, sluice-ways, dikes, roads and other works as may in the judgment of the Grantee be necessary and needful for the drainage of the lands in the Indian Trail Water Control District, and for ingress and egress thereto, and is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned for such purpose, this grant shall thereupon revert to and revest in the Grantor, its successors or assigns.

The initial works contemplated above are as depicted in SFMWD Permit #50-00761-R, a copy of which is attached hereto.

The Grantor, however, reserves the right and privilege to use the above-described property for all purposes except as herein granted or as might interfere with the Grantee's use, occupation, or enjoyment thereof, including, without limitation, the right and privilege to pump water from said drainage easement for emergency purposes in connection with Grantor's ownership of adjacent lands (i.e., the extinguishment of fires, which may occur on the adjacent lands of Grantor or at its facilities located thereon), and the right to use the cross-over road at L-8 canal for ingress and egress to the Grantor's property at any and all times during the term of this easement. The Grantor also reserves the right to grant easements within the herein-described property to any person(s), company, and/or governmental agency with the written consent of the Grantee.

By Acceptance of the Easement herein granted, the Grantee does hereby agree that if it should, in the exercise of its rights herein, cause damage to any of the Grantor's facilities, it will reimburse the Grantor for its costs in repairing same to its original condition.

The Grantee and Grantor further agree that each shall exercise its respective rights and privileges hereunder at its own sole risk and agree to indemnify and save harmless the other from all liability, loss, cost, expense, including attorney's fees for pretrial, trial, and appellate matters which may be sustained by the Grantee or Grantor to any person, natural or artificial, by reason of the death or injury to any person or damage to any property whether or not due to or caused by negligent acts of the Grantee or Grantor, its agents, or employees and whether or not due to or caused by the sole negligence of the Grantee or Grantor, its agent, or employees arising out of or in connection with the use of the herein-

3929 P1869

STATE OF FLORIDA
DOCUMENTARY STAMP
DEPT OF REVENUE
$ 00.45

described property by the Grantee or Grantor, its contractors, agents, or employees; and the Grantee and Grantor further agree to defend, at its cost and expense and at no cost and expense to the Grantee or Grantor, any and all suits or actions instituted against the Grantee or Grantor for the imposition of such liability, loss, cost and expense.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 19th day of April 1983.

Signed, sealed and delivered in the presence of:

Rebecca E Cisneros

Rita W. Costantino

FLORIDA POWER & LIGHT COMPANY,

By W. H. Brunetti
VICE-President

Attest: Astrid Pfeiffer
Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF DATE)

I HEREBY CERTIFY that before me personally appeared W. H. Brunetti and Astrid Pfeiffer respectively Vice President and Secretary of FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 19th day of April 1983.

Denise C. Romero
Notary Public State of Florida at Large

My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 7 1985
BONDED THRU GENERAL INS., UNDERWRITERS

B3929 P1870

FORM FS-59
Rev. 5/80

FEB 17 1983

SFWMD PERMIT NO. 50-00761-R

(NON-ASSIGNABLE)

STOTTLER STAGG & ASSOCIATES

Copy-Phil Mac Ivey

February 10, 1983 DATE ISSUED

AUTHORIZING: INSTALL A RISER ON THE EXISTING 72" X 130' CMP THROUGH L-8 NORTHEASTERLY RIGHT OF WAY WHICH IS LOCATED APPROXIMATELY 6.7 MILES NORTHWESTERLY OF THE L-8 SOUTH TIE BACK AND INSTALL A 78" X 130' CMP WITH RISER NEXT TO THE EXISTING CULVERT TO SERVE THE M-1 DETENTION AREA DISCHARGE CANAL. (STA. 570+00).

LOCATED IN PALM BEACH COUNTY, SECTION 15 TWP 42S RGE. 39E

ISSUED TO:
(owner)

Indian Trail Water Control District
1030 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

This permit is issued pursuant to Application for Permit No. 04031-A dated 4/1 19 81 and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance, or use of the work or structure involved in the permit. Said application, including all plans and specifications attached thereto, is by references made a part hereof. This permit may be cancelled upon thirty (30) days written notice to the permittee or under emergency circumstances as set forth in the District's Rules with which permittee is put on notice to have the use authorized herein altered, repaired or removed. The Permittee, by acceptance of this permit, hereby agrees that he shall promptly comply with all orders of the District and shall alter, repair or remove his use solely at his expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or priveleges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

WORK PROPOSED, WILL BE COMPLETED ON OR BEFORE 2/29 19 84 otherwise, this permit is voided and all rights thereunder are automatically cancelled unless an extension to the construction period is applied for and granted.

SPECIAL CONDITIONS ARE AS FOLLOWS:

1. THIS PERMIT REPRESENTS APPROVAL OF THE PROJECT ONLY TO THE EXTENT OF THE DISTRICT'S INTEREST IN THE PROJECT WORKS RIGHT OF WAY. ANY ADDITIONAL APPROVAL OR PERMITS WHICH MAY BE REQUIRED ARE THE SOLE RESPONSIBILITY OF THE PERMITTEE AND MUST BE OBTAINED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

CONTINUED SPECIAL CONDITIONS ON ATTACHED SHEET ARE A PART OF THIS DOCUMENT.

cc: Stottler Stagg & Associates
8660 Astronaut Boulevard
Cape Canaveral, Florida 32920

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

B3929 P1871

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ON _____
BY _____ Deputy Clerk

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD
By Thomas E. Huser Assistant

Sheet One of Two

CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:

2. THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT RESERVES THE RIGHT TO REQUIRE THE PERMITTEE TO PLACE AND MAINTAIN BOARDS IN THE CULVERT RISERS AT ELEVATIONS PRESCRIBED BY THE DISTRICT IN THE INTEREST OF PROPER WATER MANAGEMENT.

3. THE PERMITTEE IS ADVISED THAT THE FLORIDA POWER AND LIGHT COMPANY IS AUTHORIZED TO UTILIZE THE SUBJECT RIGHT OF WAY, INCLUDING THE CULVERT INSTALLATION, FOR ACCESS TO ITS TRANSMISSION FACILITIES. THE PERMITTEE SHALL, THEREFORE, CO-ORDINATE INSTALLATION OF ITS CULVERT WITH FLORIDA POWER AND LIGHT SO THAT THE UTILITY IS NOT DEPRIVED OF ITS ACCESS.

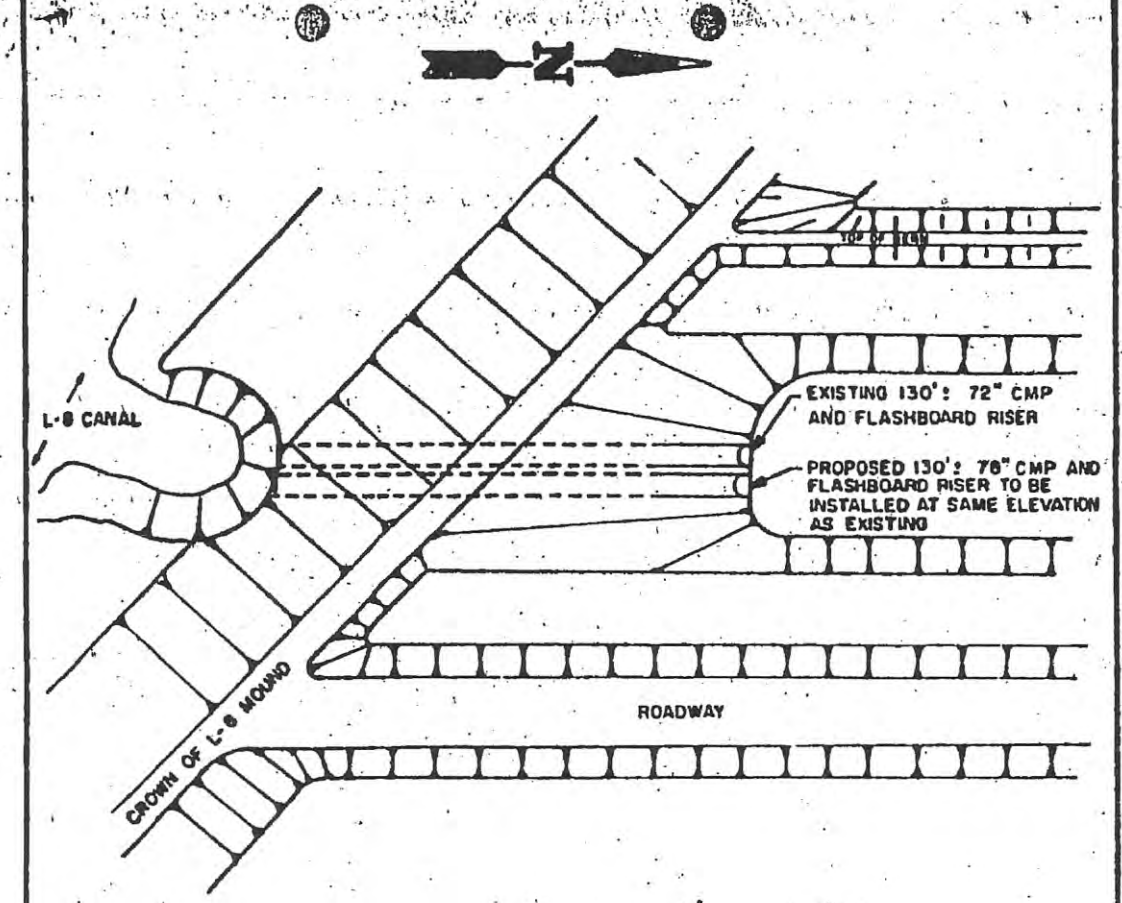
4. THIS PERMIT REPLACES FORMER DISTRICT PERMIT NUMBER 762 WHICH HEREBY BECOMES A PART OF THIS PERMIT.

5. ONCE SEVERANCE OF THE L-8 MOUND BEGINS, THE CONTRACTOR SHALL WORK CONTINUOUSLY UNTIL THE L-8 MOUND HAS BEEN RESTORED TO ITS ORIGINAL LINE AND GRADE.

6. THE PERMITTEE SHALL BE RESPONSIBLE FOR ANY EROSION OR SHOALING RESULTING FROM THE INSTALLATION OR OPERATION OF THE AUTHORIZED FACILITIES.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

OR 5929 P1072



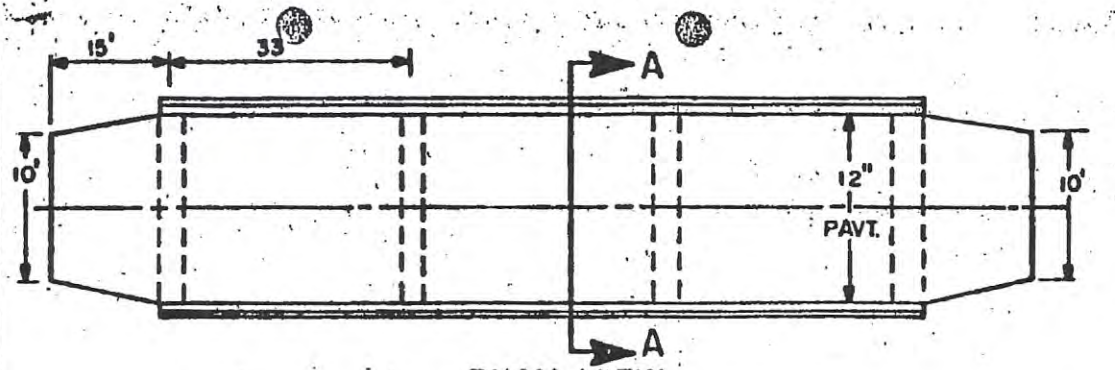
SKETCH OF PROPOSED 78" CMP
AND FLASHBOARD RISER AT L-8 CANAL

DEC 23

RIGHT-OF-WAY MANAGER

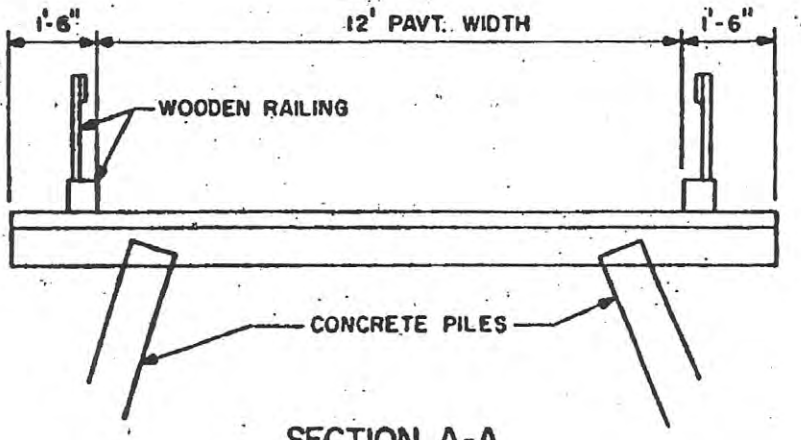
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

B3929 P1873



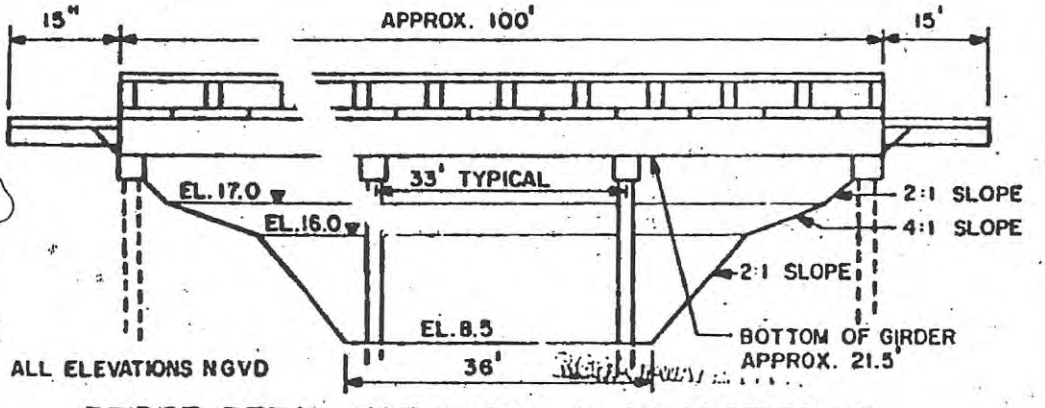
PLAN VIEW

N.T.S.



SECTION A-A

N.T.S.



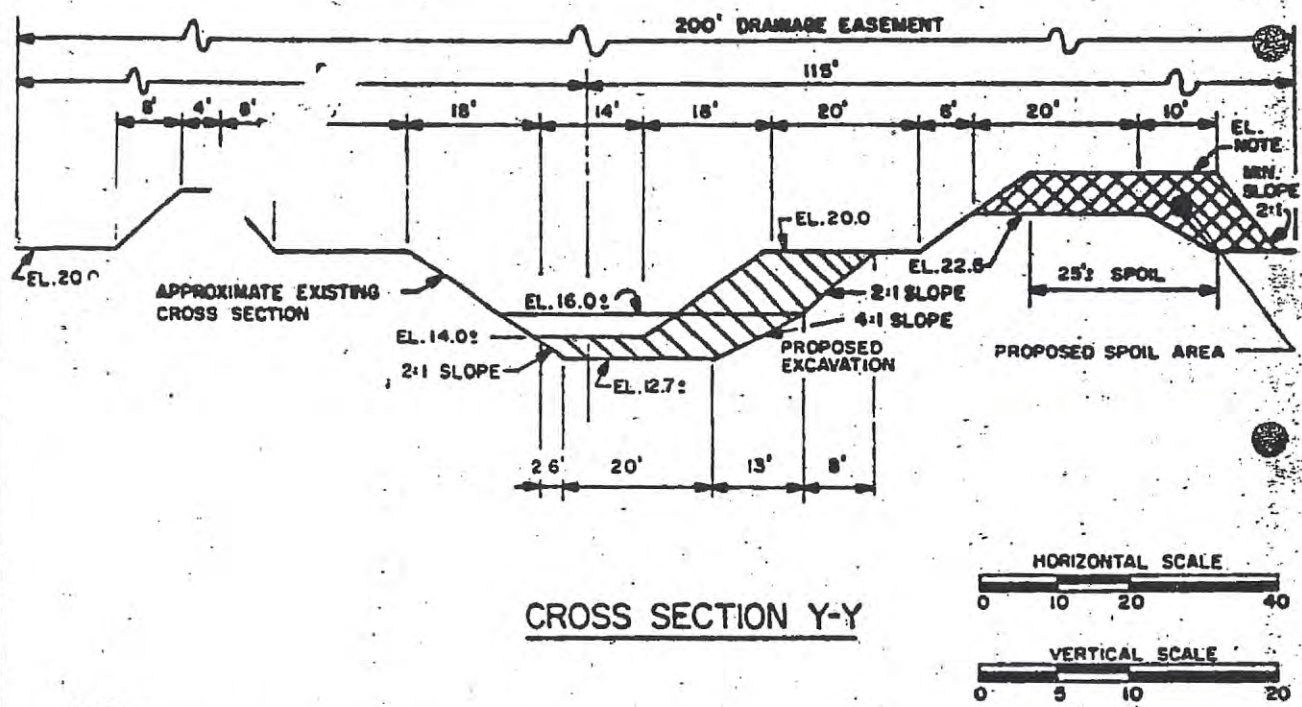
BRIDGE DETAIL FOR CANAL M AT SECTION 16

N.T.S

FIGURE 3-1

B3929 P.187

EXISTING CANAL AND PROPOSED MODIFICATION



CROSS SECTION Y-Y

HORIZONTAL SCALE
0 10 20 40

VERTICAL SCALE
0 5 10 20

NOTE:

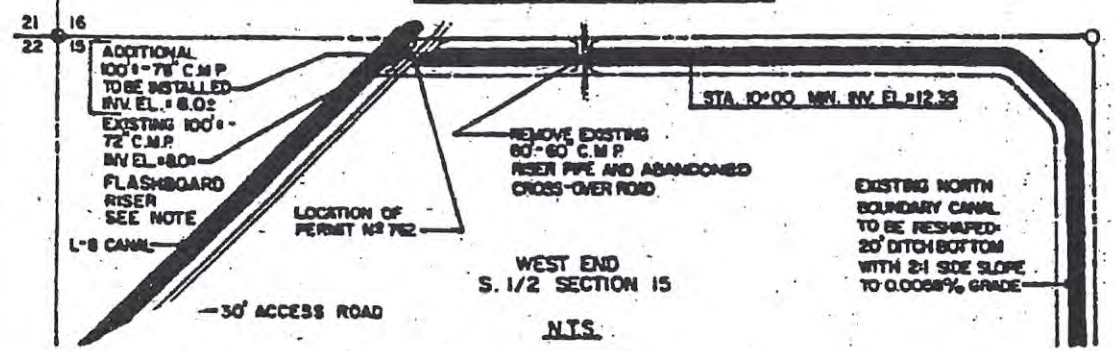
1. THE ELEVATION OF SPOIL AREA WILL VARY TO ACCOMODATE DITCH EXCAVATION (MAX. EL. 25.0)
2. ALL ELEVATIONS NGVD

11/82

FIGURE 3C

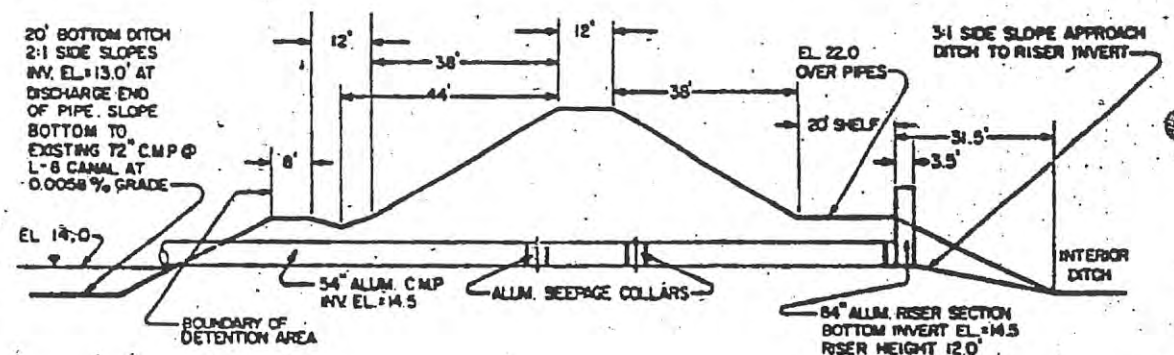
B3929 P1876

M-1 OUTFALL TO L-8 CANAL



WEST END
S. 1/2 SECTION 15

N.T.S.



NOTE:
THE EXISTING 72" CMP HAS A FLASHBOARD RISER ON NORTH END. THE NEW 78" CMP WILL ALSO HAVE A FLASHBOARD RISER ON NORTH END OF PIPE. CONTROL EL. 14.0'

SECTION W-W
(SEE FIGURE 3A)
HORIZONTAL SCALE: 1" = 30'

ALL ELEVATIONS NGVD.

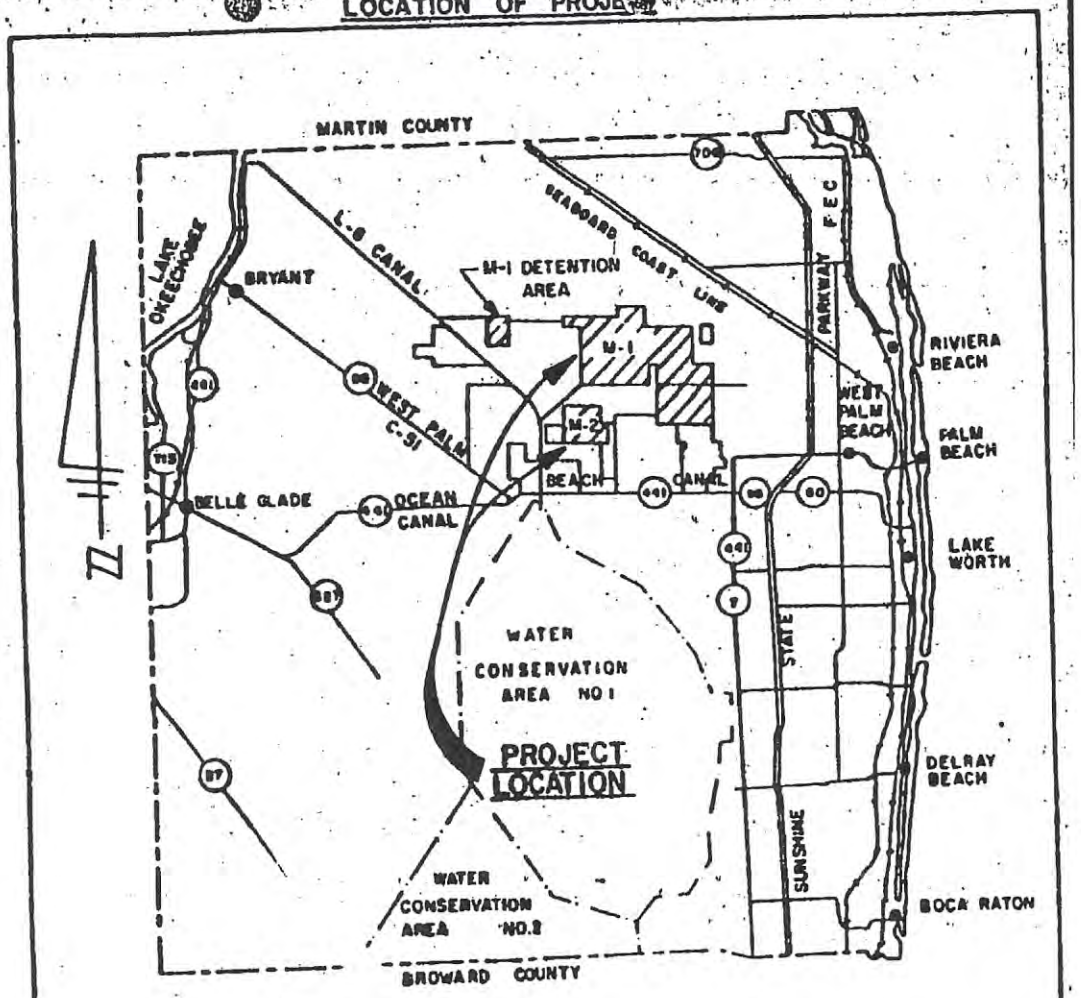
11/82
FIGURE 38

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

B3928 P1877

PERMIT (MOD) NO. 50-0071-5

LOCATION OF PROJECT



VICINITY MAP
M-1 AND M-2 ACREAGE PLAN OF RECLAMATION
INDIAN TRAIL WATER CONTROL DISTRICT
PALM BEACH COUNTY, FLORIDA

REVISED 8-81
FIGURE 2

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

B3929 P-1878

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

B3629 P1078

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Indian Trail Improvement District M-0 Canal Structure**

Agreement Number: **23FRP45**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Indian Trail Improvement District** Entity Type: **Local Government**

Grantee Address: **13476 61st Street North, West Palm Beach, Florida 33412** FEID: **59-1813926** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **9/30/2026**

4. Project Number: **23FRP45** *(If different from Agreement Number)*

Project Location(s): **Palm Beach County**

Project Description: **The project will conduct construction to install a gated overflow weir where the M-0 Canal outfall discharges into the South Florida Water Management District L-8 Canal.**

5. Total Amount of Funding: **$ 397,110.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**197-H 23**	$ **397,110.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **397,110.00**
	Total Amount of Funding + Grantee Match, if any:	$ **794,220.00**

6. Department's Grant Manager

Name: **Hanna Tillotson** or successor

Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399

Phone: **850-245-7540**

Email: **Hanna.Tillotson@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Scarlet Cantley** or successor

Address: **Indian Trail Improvement District**
13476 61st Street North
West Palm Beach, Florida 33412

Phone: **561-793-0874**

Email: **grants@indiantrail.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/6/2023**
Total Federal Funds Obligated by this Agreement:	**$397,110**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Indian Trail Improvement District — **GRANTEE**

By Michael Johnson (Sep 21, 2023 16:55 EDT) — September 20, 2023

(Authorized Signature) — Date Signed

Michael Johnson, President of the Board of Supervisors

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By Alex Reed — 10/23/2023

Secretary or Designee — Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Hanna Tillotson

DEP QC Reviewer, Charles Neuhauser

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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 for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23FRP46

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Indian Trail Improvement District M-0 Canal Structure. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $397,110 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in- kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23FRP45

ATTACHMENT 3

PROJECT TITLE: Indian Trail Improvement District M-0 Canal Structure

PROJECT LOCATION: The Project is located in an unincorporated area within Palm Beach County, Florida.

PROJECT DESCRIPTION:
The Indian Trail Improvement District (Grantee) will implement the Indian Trail Improvement District M-0 Canal Structure (Project) to install a gated overflow weir where the M-0 Canal outfall discharges into the South Florida Water Management District L-8 Canal. This project consists of construction activities only.

TASKS AND DELIVERABLES:

Task 1 - Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

Deliverables: The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2 – Construction

Description: The Grantee will construct a control structure at the location in which the the outfall of the Indian Trail Improvement District M-0 Canal discharges into the South Florida Water Management District L-8 Canal; the proposed structure, consisting of a gated overflow weir, will be installed in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- **2.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **2.2:** A copy of the final design and record (as-built) drawings;
- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and

- **2.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) study report	No-Cost Deliverable	$0	$0	$0	Upon Execution	30 days before commencing construction
2	Construction	Contractual Services	$397,110	$397,110	$794,220	Upon Execution	6/30/2026
		Total:	**$397,110**	**$397,110**	**$794,220**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$397,110.00	197-H23
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$397,110.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 23FRP45

INDIAN TRAIL IMPROVEMENT DISTRICT M-0 CANAL STRUCTURE

Indian Trail Improvement District

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23FRP45

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23FRP45

Project Title: Indian Trail Improvement District M-0 Canal Structure

Grantee: Indian Trail Improvement District

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

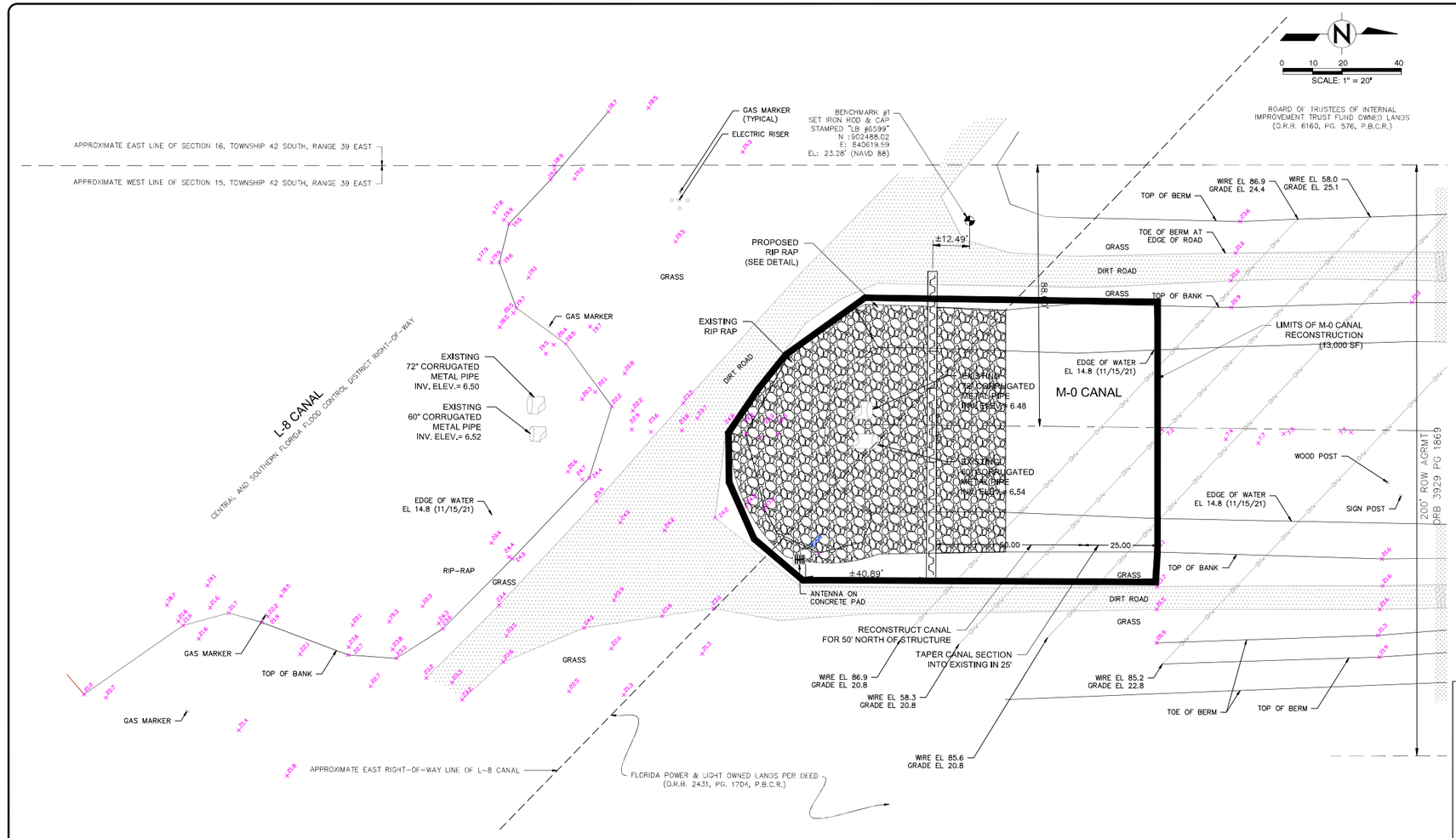
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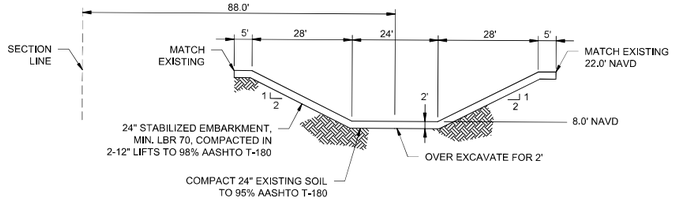
Title:

Signature: Date:

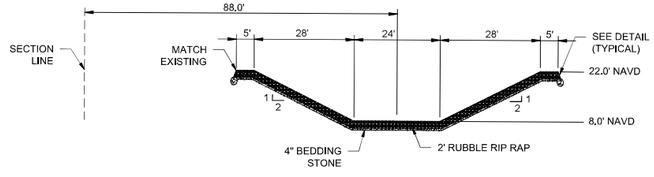
Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com





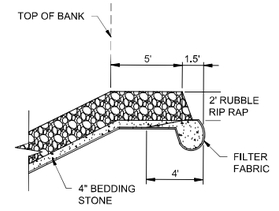
CANAL SECTION
(LOOKING NORTH)
NORTH OF STRUCTURE



NOTES:

1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTIONS 530-3.2 & 530-3.3 OF THE FDOT SPECIFICATIONS. THE AREAS TO RECEIVE RIP RAP SHALL BE LINED WITH FILTER FABRIC AND 4 INCHES OF BEDDING STONE. ROCK RUBBLE SHALL BE PLACED IN 2 LAYERS FOR A TOTAL DEPTH OF 24" TO PRODUCE A REASONABLY WELL GRADED MASS OF STONE WITH THE MINIMUM PRACTICAL PERCENTAGE OF VOIDS.
2. THE ROCK RUBBLE SHALL BE BROKEN STONE CONFORMING TO SECTION 530-2.2.2 OR 530-2.2.1 (WITH WRITTEN PRIOR APPROVAL) OF THE FDOT SPECIFICATIONS. BROKEN CONCRETE SHALL NOT BE ALLOWED.
3. THE BEDDING STONE SHALL CONFORM TO SECTION 530-2.2.4 OF THE FDOT SPEFICATIONS.
4. THE FILTER FABRIC MATERIALS SHALL CONFORM TO SECTION 985 OF THE FDOT SPEFICATIONS FOR CLASS 3 FABRIC. INSTALLATIONS SHALL CONFORM TO SECTION 514-4, FDOT SPEFICATIONS.
5. EXISTING RUBBLE RIP RAP CAN BE REUSED IF IT MEETS THE REQUIREMENTS AS SPECIFIED ABOVE.

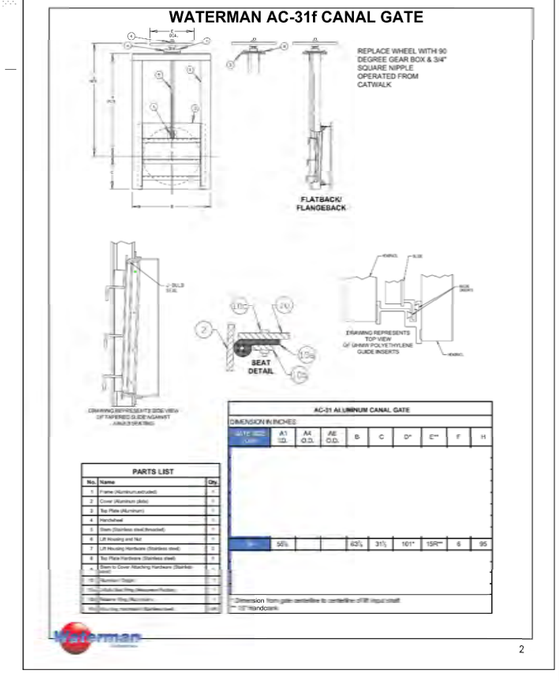
CANAL SECTION
(LOOKING NORTH)
SOUTH OF STRUCTURE



BEDDING STONE AND FILTER FABRIC

GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.



2

REVISIONS						
NO.	DATE	REMARKS	BY			
6	6/6/25	DCE FAI - RIP RAP SPEC	JGF			
5	4/24/25	DCE FAI - Add Notes	JGF			
4	2/24/25	SFWMD FROM FAI - Remove Trip Rip Rap Detail	JGF			
3	6/4/24	SFWMD FROM FAI	JGF			
2	7/9/22	SFWMD DEP FAI	JGF			
1						

STORMWATER ENGINEERING, INC.
SJE
Civil, Hydrologic & Hydraulic Engineers
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CIVIL SITE PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

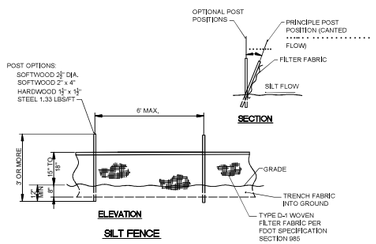
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SJE-Key

DATE	6/27/2022
DRAWN	PL
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	JGF
SHEETS	1 / 2
JOB NO.	91084.006

8/31/2025 9:58 AM
91084.006 Civil Site Plan.dwg





GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.
5. SOD DISTURBED AREAS WITH BAHIA GRASS.

Always call 811 two full business days before you dig to have underground utilities located and marked.

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REVISIONS

NO.	DATE	REMARKS	BY
1	8/4/22	Add Pipe Balloon Plugs, Delete Coffer Dam	JGF

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POLLUTION PREVENTION PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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Jay C. Fox, P.E.
License # 72053
C.A. 00029464

DATE	7/31/2022
DRAWN	JGF
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	JGF
SHEET NO.	2
OF	2
JOB NO.	91084.006

91084.006 Pollution Control Plan.dwg
8/4/2022 10:39 AM
Stephen Jay

GENERAL NOTES

1. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL DRAWINGS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE GOVERNING BUILDING CODE.
2. CONSTRUCTION IS TO COMPLY WITH THE REQUIREMENTS OF THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
3. SPECIAL CARE SHALL BE TAKEN TO PROVIDE ADEQUATE VERTICAL AND HORIZONTAL SHORING TO SUPPORT ALL CONSTRUCTION LOADS.
4. SOURCE OF TOPOGRAPHIC SURVEY: DENNIS J. LEAVY & ASSOCIATES, INC.
5. THE WALL DESIGNS IN THESE PLANS IS BASED ON INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT PREPARED BY TERRACON CONSULTANTS, INC.
6. SELECT EMBANKMENT SHALL BE USED TO BACKFILL BEHIND NEW BULKHEAD WALL AS DIRECTED IN THE PLANS. FILL SHALL BE PLACED TO AN ELEVATION OF 1' ABOVE WATER ELEVATION IN LOW TIDE CONDITIONS AND THEN COMPACTED IN 12" LIFTS UP TO FINAL GRADE. COMPACTION SHALL BE PERFORMED BY USE OF VIBRATING PLATE COMPACTOR. MECHANICAL ROLLERS SHALL NOT BE USED. ADJACENT TO THE WALL COMPACTION SHALL BE ACCOMPLISHED AFTER DEADMAN AND ANCHOR RODS ARE IN PLACE AND BEFORE CAP IS CAST.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2017).
8. SHOP DRAWINGS AND SPECIFICATIONS TO BE PROVIDED TO ENGINEER FOR REVIEW AND APPROVAL.
9. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556, FLORIDA STATUTES AND FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND PIPELINES.
10. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITY LINES, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES CAUSED BY HIS OPERATIONS.
11. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
12. ALL CONSTRUCTION STAKE-OUT IS THE RESPONSIBILITY OF THE CONTRACTOR AND ALL ASSOCIATED COSTS ARE TO BE CONSIDERED INCIDENTAL TO CONSTRUCTION OF THE SPECIFIC ITEM CONSTRUCTED.
13. THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN NOR FOR ANY FACILITY NOT SHOWN. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE UTILITY SUPPLIER OF THE UTILITY CONFLICTS AND THE UTILITY ADJUSTMENTS AS REQUIRED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES.
16. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE ENGINEER OF RECORD.
17. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.
18. AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD.
19. CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.
20. ALL VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA AT THE CONTRACTORS EXPENSE.
21. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
22. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
23. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THE R/W WHERE THE PROJECT IS CONSTRUCTED.
24. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
25. CONTRACTOR SHALL MONITOR AND PROHIBIT THE DEFACING OF FRESHLY PLACED CONCRETE SURFACES. ANY CONCRETE SURFACES DEFACED SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
26. CLEARING AND GRUBBING SHALL INCLUDE REMOVAL OF ALL VEGETATION WITHIN SITE AS REQUIRED TO CONSTRUCT THE REQUIRED IMPROVEMENTS.
27. PROJECT SITE SAFETY:
    A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
    B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
    C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
28. SIX (6) COPIES OF ALL SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIAL SUBSTITUTIONS MUST BE APPROVED PRIOR TO DELIVERY TO THE SITE.
29. IN THE EVENT DE-WATERING IS REQUIRED, THE CONTRACTOR IS TO OBTAIN THE PERMIT FROM THE REQUIRED AGENCIES.
30. CONTRACTOR TO RESTORE ALL AREAS DISTURBED DURING CONSTRUCTION TO EXISTING CONDITION.
31. VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES.
32. NO OPENINGS OR PENETRATIONS, OTHER THAN THOSE SHOWN ON THE DWG'S, SHALL BE MADE WITHOUT THE ENGINEER'S APPROVAL.
33. THE STRUCTURE HAS BEEN DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE WALL IS COMPLETE. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE VARIOUS WALLS AND THEIR COMPONENTS DURING ERECTION.
34. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWING SHALL APPLY TO ALL SITUATIONS OCCURING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. THE APPLICABILITY OF THE DETAIL TO ITS LOCATION ON THE PLANS CAN BE DETERMINED BY THE TITLE OF DETAIL. SUCH DETAILS SHALL APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE DETERMINED BY THE ENGINEER OF RECORD.
35. PRIOR TO SHOP DRAWING PREPARATION, THE GENERAL CONTRACTOR IS TO INVESTIGATE AND VERIFY ACTUAL FIELD CONDITIONS, EXPOSED OR CONCEALED AND TAKE INTO ACCOUNT ANY POSSIBLE CONSTRUCTION INTERFERENCES AND RELOCATIONS OF, BUT NOT LIMITED TO STRUCTURES, EQUIPMENT, UTILITIES CABLES, DUCT LINES, PIPING, DRAIN LINES, ETC.

DESIGN DATA

1. THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020 EDITION
2. LOADS USED IN ANALYSIS OF THE WALLS:
    a. SATURATED SOIL UNIT WEIGHT: 113 LBS./CU. FT.
    b. SUBMERGED SOIL UNIT WEIGHT: 56 LBS./CU. FT.
    c. SOIL ACTIVE PRESSURE COEFFICIENT: Ka=0.32
    c. SOIL PASSIVE PRESSURE COEFFICIENT: Kp=3.12
    d. LIVE LOAD SURCHARGE ADJACENT TO WALL: 100 LBS./SQ. FT.
    e. LIVE LOAD ON PLATFORM : 100 LBS./SQ. FT.
    f. CONCRETE UNIT WEIGHT : 150 LBS./CU. FT.

REINFORCED CONCRETE

1. REINFORCEMENT SHALL BE WELL DETAILED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF STANDARD PRACTICE (ACI – 315) UNLESS OTHERWISE NOTED.
2. THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CAPS. CONSTRUCTION JOINTS SHALL BE PERMITTED ONLY AT THE LOCATIONS IDENTIFIED IN PLANS.
3. REINFORCEMENT SHALL BE CAREFULLY PLACED, RIGIDLY SUPPORTED, AND WELL TIED WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE (ACI – 315).
4. MIXING, TRANSPORTING AND PLACING OF CONCRETE SHALL CONFORM TO THE LATEST EDITION OF THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301).
5. STRUCTURAL CONCRETE SHALL CONFORM TO ACI 301 SPECIFICATIONS, AND SHALL DEVELOP THE FOLLOWING MINIMUM COMPRESSIVE STRENGTHS AT 28 DAYS, AS WELL AS OTHER PROPERTIES SPECIFIED IN THESE DOCUMENTS. SEE SPECIFICATIONS FOR ADDITIONAL DESIGN MIX REQUIREMENTS.

    CAST-IN-PLACE CONCRETE: 3,400 PSI (FDOT CLASS II)

6. CONCRETE SHALL BE READY-MIX, REGULAR WEIGHT FOR ALL STRUCTURAL USES, WITH MINIMUM DRY DENSITY OF 145 LBS. PER CUBIC FOOT.
7. CHAMFER ALL EXPOSED CONCRETE EDGES 3/4" – UNLESS NOTED OTHERWISE.
8. REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND INSTALLED IN ACCORDANCE WITH ACI 318 (LATEST EDITION) AND ACI DETAILING MANUAL, ACI 315 (LATEST EDITION).
9. REINFORCING STEEL SHALL BE NEW, DEFORMED BARS, FREE OF RUST, SCALE AND OIL, CONFORMING TO ASTM A-615, GRADE 60 WITH A MINIMUM YIELD STRENGTH = 60,000 PSI, UNLESS OTHERWISE SHOWN.
10. PROVIDE CONTINUOUS REINFORCEMENT WITH ACI CLASS "B" LAP SPLICES, OR AS NOTED OTHERWISE. IN THE CAPS, LAP CONTINUOUS BOTTOM STEEL OVER SUPPORTS AND CONTINUOUS TOP STEEL AT MID SPAN, UNLESS NOTED OTHERWISE.
11. PROVIDE THE FOLLOWING MINIMUM CONCRETE COVERAGE OVER REINFORCING UNLESS NOTED OTHERWISE:

    CAST-IN-PLACE CONCRETE (FORMED SURFACES) TOP, BOTTOM, SIDES AND ENDS: 4"

    CAST-IN-PLACE CONCRETE (CAST AGAINST EARTH): 4"

12. ALL EMBEDDED ITEMS SHALL BE SECURELY FIXED AND MAINTAINED IN POSITION PRIOR TO AND DURING CONCRETE PLACEMENT.
13. PROVIDE REINFORCEMENT SPLICES AS INDICATED BELOW IN CONFORMANCE WITH AN ACI CLASS B TENSION SPLICE, (ACI 318-14). NO REDUCTION SHALL BE PERMITTED DUE TO BAR SPACING (TOP BARS ARE ANY BARS):

    CLASS B SPLICES FOR "PLAIN" REINFORCEMENT:

BAR SIZE	ALL BARS
#5	36"
#4	30"
#6	48"

14. TERMINATE ALL DISCONTINUOUS ENDS OF TOP BARS WITH STANDARD ACI HOOKS. TURN HOOKS UP OR DOWN INTO SUPPORTING STRUCTURE. CORNER BARS SHALL BE SUPPLIED AND PLACED IN ADDITION TO HOOKED ENDS, PER DETAILS IN THESE DOCUMENTS.
15. WHERE WALLS, BEAMS AND FOOTINGS CHANGE DIRECTION, PROVIDE CORNER BARS OF SAME SIZE AND QUANTITY AS THE SPECIFIED LONGITUDINAL STEEL.
16. READY-MIXED CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C94. IN CASE OF DISCREPANCY, THE PLANS AND SPECIFICATIONS SHALL GOVERN.
17. CEMENT SHALL CONFORM TO ASTM C150, TYPE I. FLY ASH SHALL CONFORM TO ASTM C618, CLASS C OR F. THE RATIO OF THE AMOUNT (BY WEIGHT) OF FLY ASH TO THE AMOUNT OF PORTLAND CEMENT IN THE MIX SHALL NOT EXCEED 25 PERCENT.
18. NORMAL WEIGHT AGGREGATES SHALL CONFORM TO ASTM C33.
19. WATER-REDUCING ADMIXTURES SHALL CONFORM TO ASTM C494.
20. AIR-ENTRAINING ADMIXTURES OR ADMIXTURES CONTAINING MORE THAN 0.1%CHLORIDE IONS SHALL NOT BE USED.
21. CONCRETE TICKETS SHALL BE TIMED STAMPED WHEN BATCHED. THE MAXIMUM TIME ALLOWED FROM THE TIME MIXING WATER ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1 1/2) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL NOT BE USED IN THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNERS' REPRESENTATIVE, THE CONTRACTOR AND THE ENGINEER OF ANY NON-COMPLIANCE WITH THE ABOVE.
22. ALL STRUCTURAL ELEMENTS SHALL BE CONSTRUCTED WITH CONCRETE MIXES WHICH UTILIZE NORMAL SIZE AGGREGATE. PEAROCK MIXES ARE NOT ACCEPTABLE.
23. WATER MAY NOT BE ADDED AT THE SITE EXCEPT AT THE DIRECTION OF A REPRESENTATIVE OF THE SUPPLIER. ANY ALLOWABLE WATER MUST BE ADDED TO THE FULL MIX PRIOR TO PLACING ANY CONCRETE. MIXES WITH WATER ADDED AT THE SITE, OTHER THAN AS INDICATED ABOVE, ARE SUBJECT TO REJECTION AND REMOVAL FROM THE PROJECT. IN ALL INSTANCES, MIXES WITH WATER ADDED AT THE SITE SHALL BE INDICATED ON THE TEST REPORTS AND SUCH MIXES SHALL HAVE A SET OF CYLINDERS TAKEN FROM THE MIX AND A SLUMP TEST PERFORMED AFTER ADDITION OF WATER. ALL CONCRETE TICKETS SHOULD CLEARLY STATE THE ALLOWABLE JOB SITE WATER THAT MAY BE ADDED WITHOUT INVALIDATING THE MIX. THIS REQUIREMENT SHOULD BE CLEARLY COMMUNICATED TO THE CONCRETE SUPPLIER.
24. IN HOT WEATHER CONDITIONS, MIXING, PLACING, FINISHING, CURING AND PROTECTION OF CONCRETE SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 305R, HOT WEATHER CONCRETING.
25. USE OF CONSTRUCTION JOINTS AT LOCATIONS OTHER THAN THOSE INDICATED ON THE DRAWINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR APPROVAL.

CONCRETE MIX DESIGN

THE CONTRACTOR SHALL SUBMIT FOR THE REVIEW OF THE STRUCTURAL ENGINEER A MIX DESIGN FOR EACH CLASS OF CONCRETE. EACH MIX DESIGN SHALL BE IDENTIFIED BY A MIX NUMBER OR OTHER UNIQUE IDENTIFICATION. THE CONTRACTOR SHALL NOT VARY FROM THE MIX DESIGNS NOR ANY CONCRETE OTHER THAN THE APPROVED MIX DESIGNS WITHOUT THE APPROVAL OF THE ENGINEER. MIX DESIGN SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION:

1. MIX DESIGN NUMBER OR UNIQUE IDENTIFICATION AND INTENDED LOCATION OF PLACEMENT.
2. CEMENT TYPE, PROPORTION AND NUMBER OF MANUFACTURER.
3. ALTERNATE CEMENTITIOUS MATERIALS PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
4. FLY ASH AND/OR SLAG PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
5. COARSE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
6. FINE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
7. MIXING WATER PROPORTION AND SOURCE.
8. ADMIXTURE DOSAGES, PRODUCT NAME(S) AND MANUFACTURER NAME(S).
9. DESIGN 28-DAY COMPRESSIVE STRENGTH (F'C).
10. DESIGN SLUMP RANGE.
11. DESIGN AIR-ENTRAINMENT (FOR CONCRETE REQUIRING ENTRAINED AIR).
12. STATISTICAL ANALYSIS OF LABORATORY STRENGTH TEST DATA IN ACCORDANCE WITH STANDARD DEVIATION DETERMINATION OUTLINED IN ACI 318.
13. WATER/CEMENTITIOUS MATERIALS RATIO (NOT TO EXCEED 0.40).
14. EXPOSURE CLASS AND CATEGORY.

CONCRETE TESTING

1. CONCRETE TESTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING PARAMETERS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF AN INDEPENDENT TESTING LABORATORY APPROVED BY THE OWNER AND THE ENGINEER.
2. CONCRETE MIXES WHICH HAVE WATER ADDED AT THE SITE SHALL BE TESTED AS INDICATED IN THE CONCRETE NOTES.
3. FORWARD COPIES OF TEST RESULTS TO THE ENGINEER, CONCRETE SUPPLIER AND CONTRACTOR WITHIN 24 HOURS AFTER TESTING.
4. AN INDEPENDENT TEST LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE.
    a. ASTM C143 "STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE." MINIMUM SLUMP SHALL BE AS INDICATED IN THE CONCRETE NOTES SECTION OR AS SPECIFIED IN APPROVED MIX DESIGN SUBMITTALS.
    b. ASTM C39 "STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS". A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EVERY 50 CUBIC YARDS (OR FRACTION THEREOF), PLACED PER DAY. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS:
        1 AT 3 DAYS
        1 AT 7 DAYS
        1 AT 28 DAYS
5. CONTRACTOR TO PROVIDE ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDER(S) MAY BE DISPOSED.

SHOP DRAWING REVIEW

1. SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.
2. SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR'S FIELD ENGINEER PRIOR TO SUBMITTAL TO THE ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCHECKED. ALLOW TEN BUSINESS DAYS FOR REVIEW TIME OF SHOP DRAWING SUBMITTALS.
3. SHOP DRAWING SUBMITTALS SHALL BE MADE AS ELECTRONIC FILES (.PDF FORMAT). ENGINEER'S REVIEW STAMP WILL BE PROVIDED TO CONTRACTOR AND SHALL BE APPLIED TO ALL DRAWINGS PRIOR TO SUBMITTAL TO CONTRACTOR.
4. THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.
5. CHANGES AND ADDITIONS MADE ON THE RE-SUBMITTALS SHALL BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS SHALL BE CLEARLY NOTED ON THE LETTER TRANSMITTAL. THE ENGINEER'S REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE RE-SUBMITTAL.
6. SHOP DRAWING SUBMITTALS ARE REQUIRED FOR THE FOLLOWING ITEMS: KING PILES, SHEET PANELS (INCLUDING DETAILS FOR LIFTING), TIE BACK RODS & ANCHORS, CAP REINFORCING, DEAD MAN ANCHOR REINFORCING AND RIP RAP. IN ADDITION, PRODUCT SUBMITTAL SHALL BE MADE FOR ALL PRODUCTS IDENTIFIED ON THE PLANS.

STRUCTURAL STEEL NOTES:

1. STRUCTURAL STEEL DETAILING, FABRICATION AND ERECTION SHALL CONFORM TO THE AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS", LATEST EDITION WITH AMENDMENTS, AND THE AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES", LATEST EDITION WITH AMENDMENTS.
2. STRUCTURAL STEEL WIDE FLANGE SHAPES SHALL CONFORM TO ASTM A992.
3. STRUCTURAL STEEL PLATES AND ROLLED SHAPES OTHER THAN WIDE-FLANGE SHAPES SHALL CONFORM TO ASTM A36, U.N.O.
4. STRUCTURAL STEEL HSS RECTANGULAR AND SQUARE SECTIONS SHALL CONFORM TO ASTM A500, GRADE B WITH A MINIMUM YIELD STRENGTH OF 46 KSI.
5. ANCHOR RODS SHALL CONFORM TO ASTM F1554 GRADE 36, U.N.O.
6. ALL THREADED ROD SHALL CONFORM TO ASTM A36, U.N.O.
7. HILTI KWIK BOLT SHALL BE GRADE 316 STAINLESS STEEL.
8. BOLTED CONNECTIONS SHALL CONFORM TO THE "SPECIFICATION OF STRUCTURAL JOINTS USING ASTM A325 OR 490 BOLTS", APPROVED BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS. BOLTED CONNECTIONS FOR STRUCTURAL STEEL MEMBERS SHALL BE WITH 3/4" DIAMETER A325 BOLTS U.N.O.
9. WELDING PROCEDURES SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY'S "STRUCTURAL WELDING CODE FOR STEEL" ANSI/AWS D1.1.
10. WELDED CONNECTIONS BETWEEN STRUCTURAL STEEL MEMBERS SHALL BE MADE WITH E70XX ELECTRODES, U.N.O.
11. STRUCTURAL STEEL TO BE HOT-DIP GALVANIZED.
12. STRUCTURAL STEEL NOTED TO BE GALVANIZED SHALL BE HOT-DIP GALVANIZED IN CONFORMANCE WITH ASTM A123.
13. DO NOT PAINT OR GALVANIZE THE FOLLOWING SURFACES:
    a. SURFACES TO BE WELDED.
14. ALL ABRASIONS TO THE SHOP FINISH SHALL BE TOUCHED-UP AFTER ERECTION IS COMPLETE. FOR GALVANIZED STEEL, USE A ZINC-RICH COLD-GALVANIZING PAINT.
15. FOR CONNECTIONS NOT SPECIFICALLY DETAILED, PROVIDE CONNECTION USING 1/2 OF MAXIMUM TOTAL UNIFORM LOAD FROM MANUAL (CURRENT EDITION).

STEEL SHEET PILE:

1. PREDRILLING PRIOR TO INSTALLING THE STILL SHEET PILING IS REQUIRED TO CREATE A SLOT IN THE ROCK LAYER. THE DEPTH OF THE DRILLING SHALL EXCEED THE PILE TIP ELEVATION OF -21.58' NAVD. THE FRAGMENTED LIMESTONE COBBLES SHALL BE REMOVED, AND THE HOLES BACKFILLED WITH CLEAN SAND PRIOR TO DRIVING OF THE STEEL SHEET PILES. SAND INFILL FROM THE CANAL EMBANKMENT DURING THE DRILLING PROCESS IS ACCEPTABLE TO LEAVE IN PLACE AND SUPPLEMENTED AS NECESSARY TO COMPLETELY FILL THE HOLES.
2. REFER TO GEOTECHNICAL REPORT PREPARED BY:
    TERRACON CONSULTANTS, INC.
    ITID M-O CANAL OUTFALL STRUCTURE
    TERRACON PROJECT NO.: HD205041
3. SHEET PILES SHALL BE COATED WITH COAL TAR EPOXY.

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Civil and Structural Engineers

M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

GENERAL NOTES

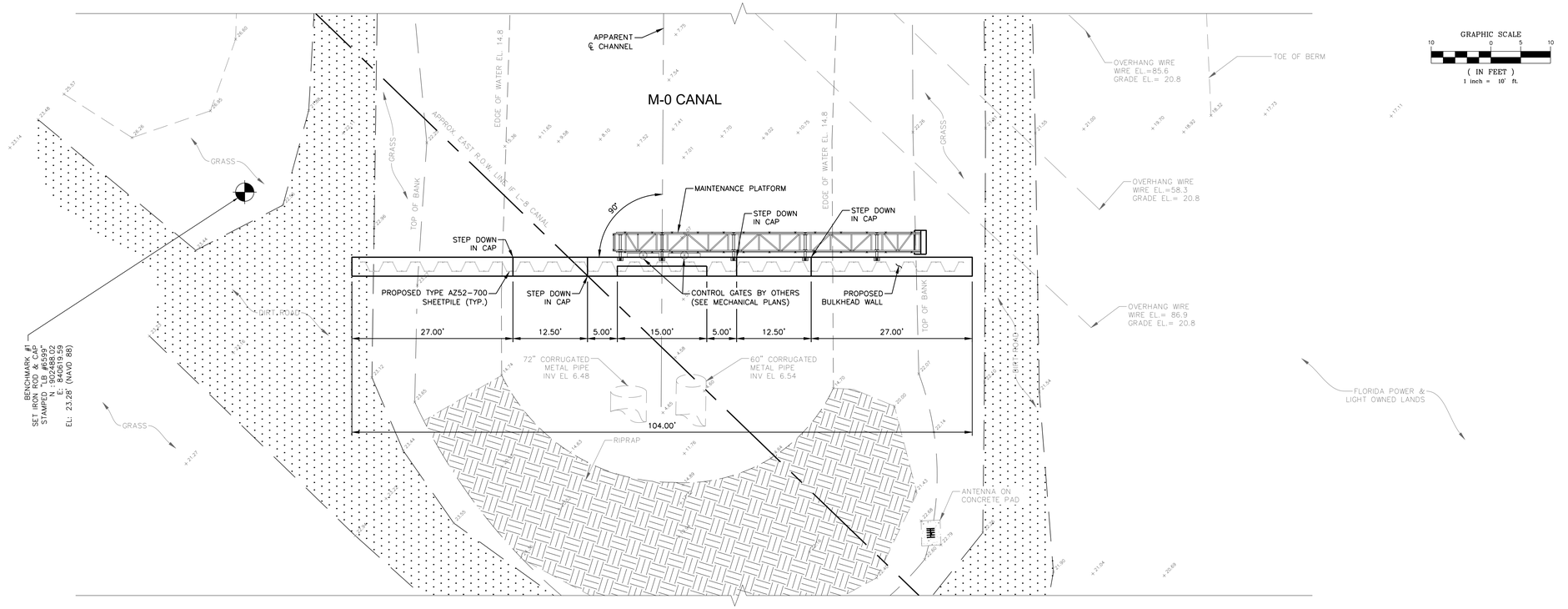
REVISIONS

No.	Date	Dr.	Ck.

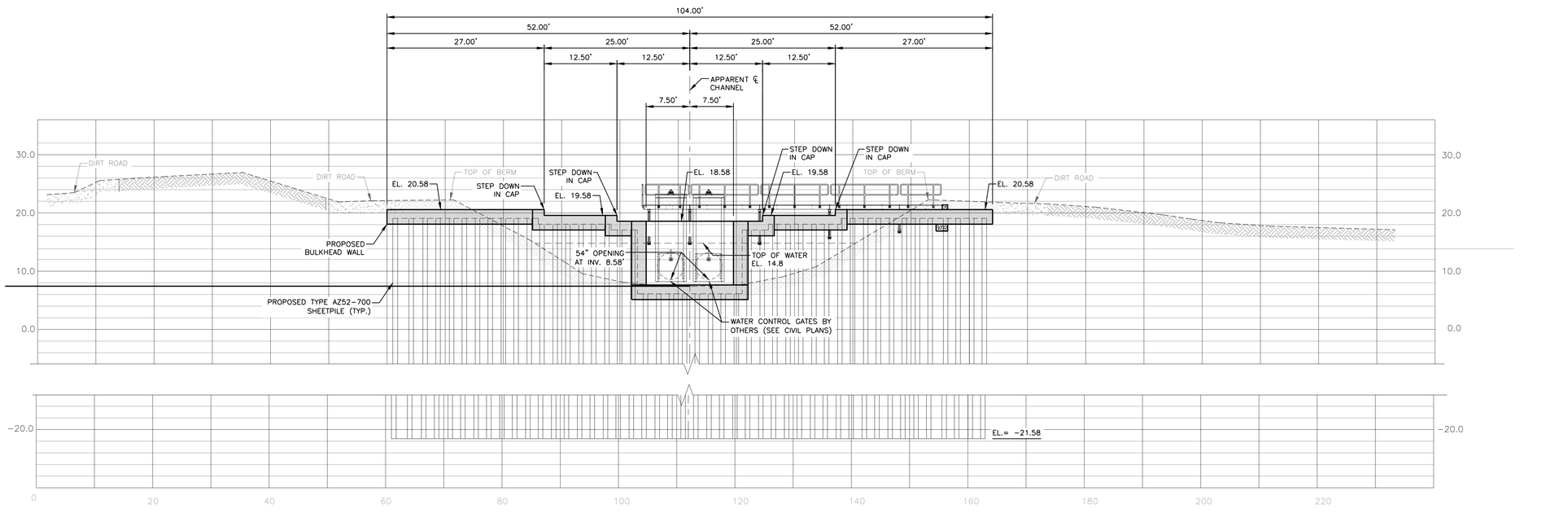
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Dr. SEC Chk. ALG
Drawing Date 6/19/2022
Proj. No. 21-028
Sheet S1 of S6

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PLAN VIEW
SCALE : 1"=10'-0"



ELEVATION
SCALE : 1"=10'-0"

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PALM BEACH COUNTY, FLORIDA

PLAN AND ELEVATION

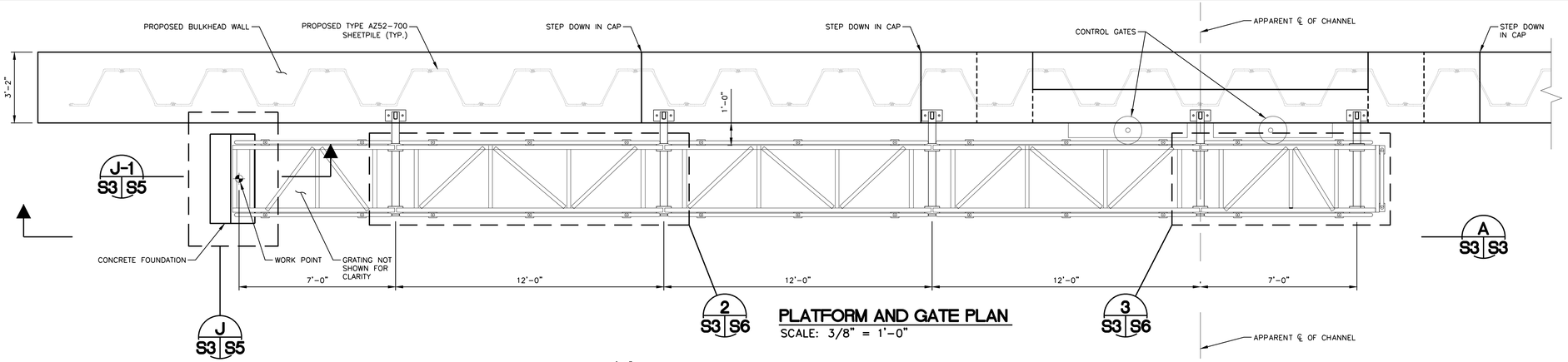
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No.	Date	Dr.	Ck.

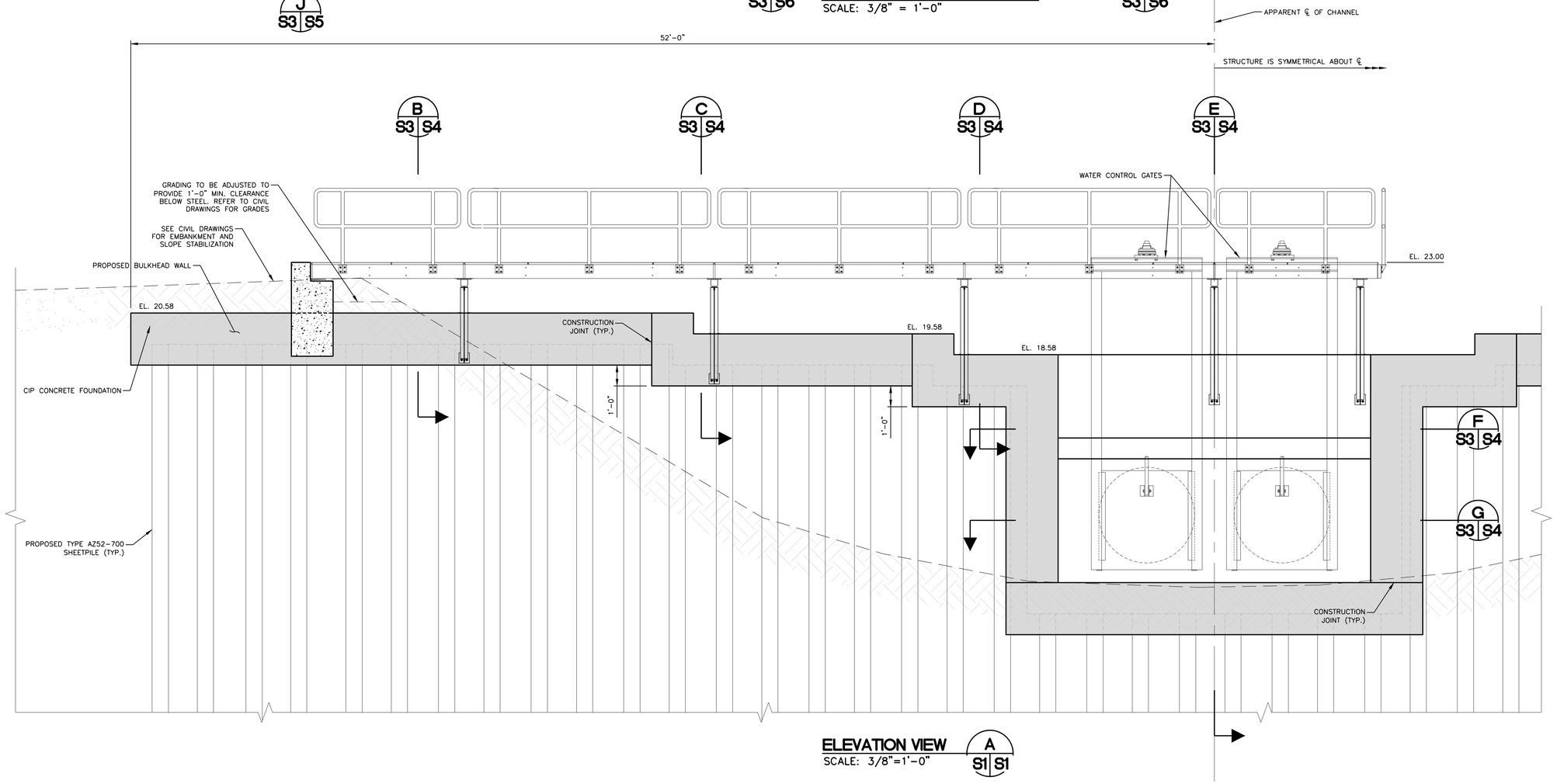
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Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S2 of S6		

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PLATFORM AND GATE PLAN
SCALE: 3/8" = 1'-0"



ELEVATION VIEW
SCALE: 3/8"=1'-0"

A
S1 S1

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M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

PLATFORM AND GATE PLAN AND ELEVATION

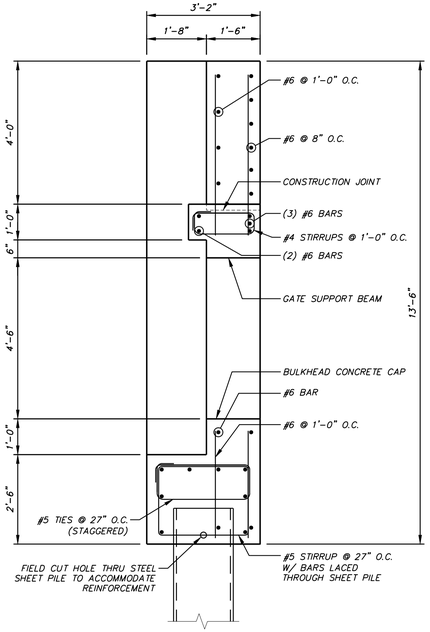
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No.	Date	Dr.	Ck.

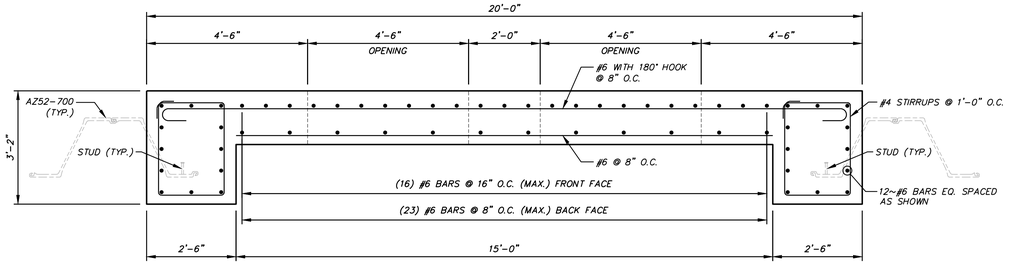
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Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S3 of S6		

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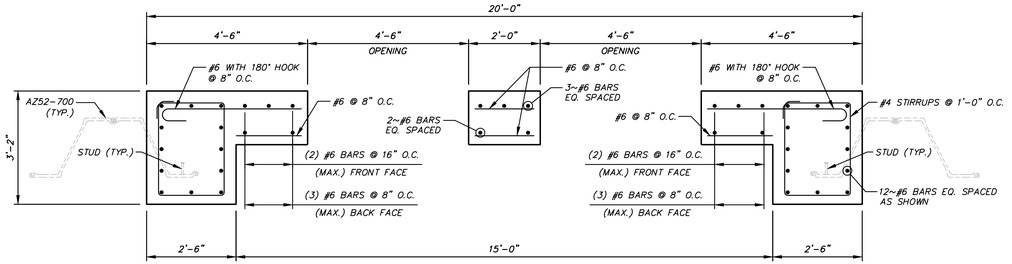
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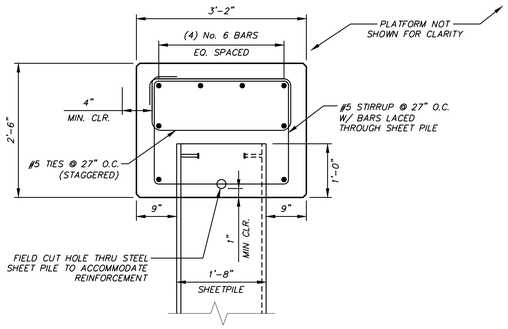
GATE SUPPORT SECTION E
SCALE: 1/2"=1'-0"
S3 | S4



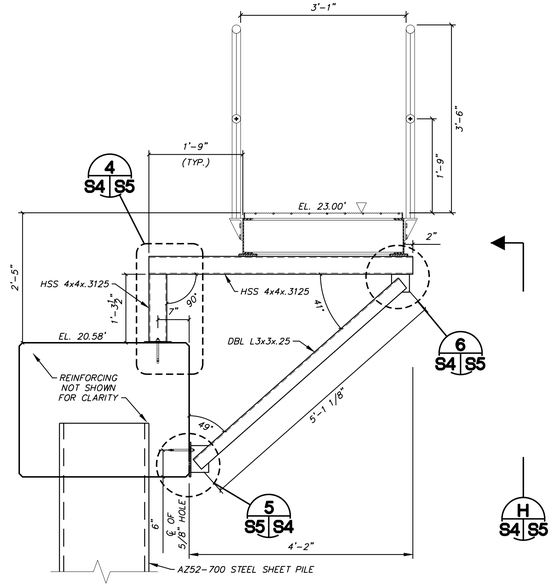
GATE SUPPORT BEAM F
SCALE: 1/2"=1'-0"
S3 | S4



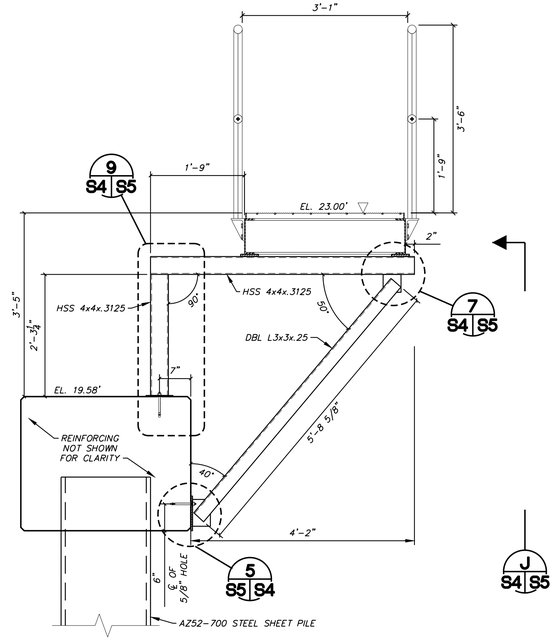
GATE SUPPORT SECTION G
SCALE: 1/2"=1'-0"
S3 | S4



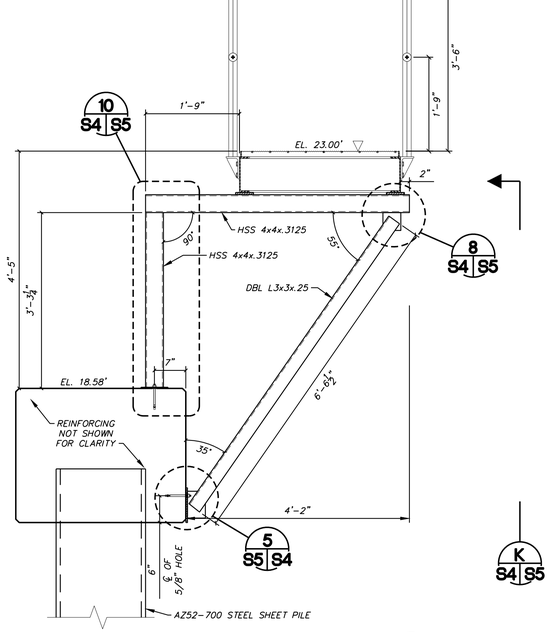
TYPICAL BULKHEAD CAP SECTION
SCALE: 3/4"=1'-0"



BULKHEAD AND PLATFORM SECTION B
SCALE: 3/4"=1'-0"
BRACKET "C"
(1) REQUIRED
S3 | S4



BULKHEAD AND PLATFORM SECTION C
SCALE: 3/4"=1'-0"
BRACKET "B"
(1) REQUIRED
S3 | S4



BULKHEAD AND PLATFORM SECTION D
SCALE: 3/4"=1'-0"
BRACKET "A"
(3) REQUIRED
S3 | S4

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PALM BEACH COUNTY, FLORIDA

PLATFORM AND BULKHEAD REINFORCING

REVISIONS

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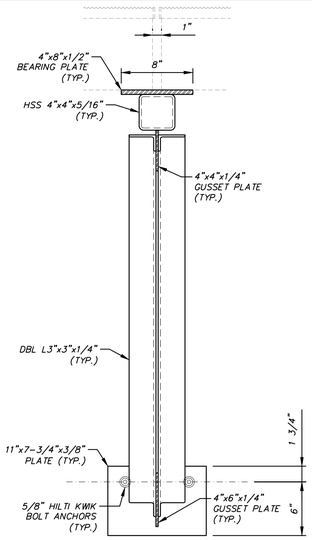
Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		

Proj. No. 21-028

Sheet S4 of S6

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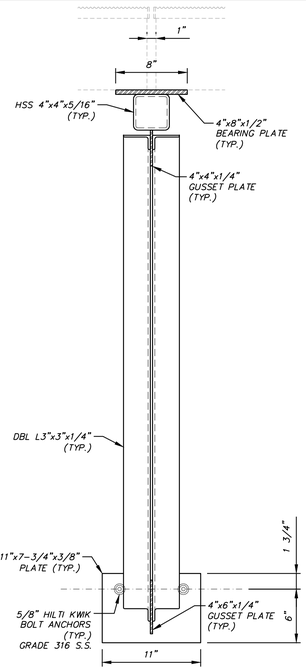


BRACKET 'C'

SCALE: 1-1/2"=1'-0"

(1) REQUIRED

H | S4 | S5

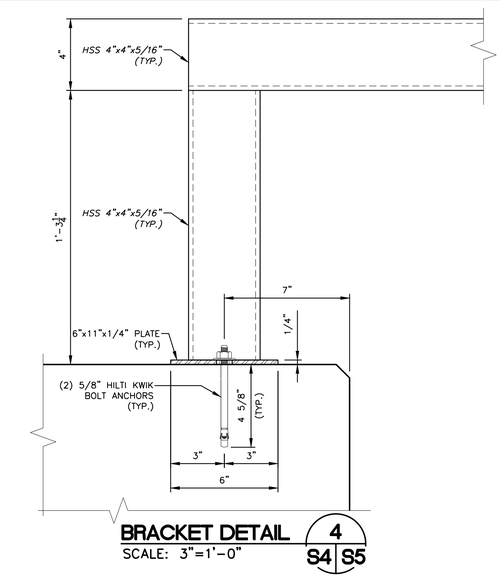


BRACKET 'B'

SCALE: 1-1/2"=1'-0"

(1) REQUIRED

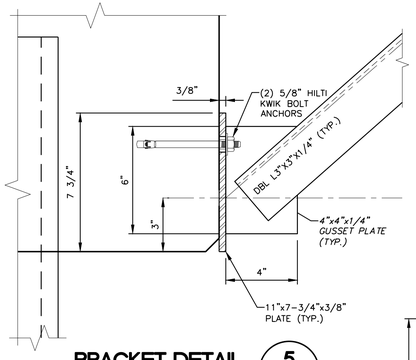
J | S4 | S5



BRACKET DETAIL 4

SCALE: 3"=1'-0"

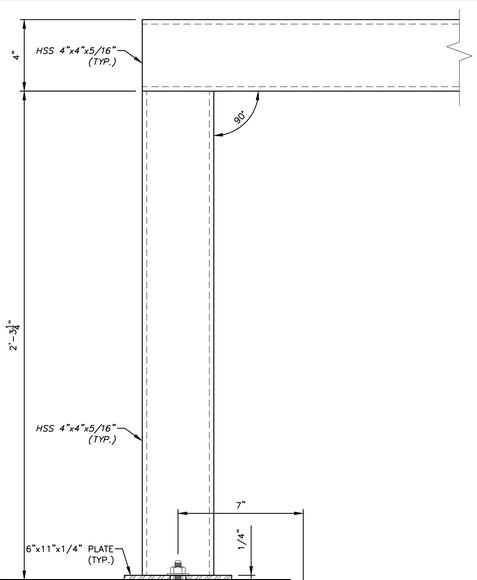
S4 | S5



BRACKET DETAIL 5

SCALE: 3"=1'-0"

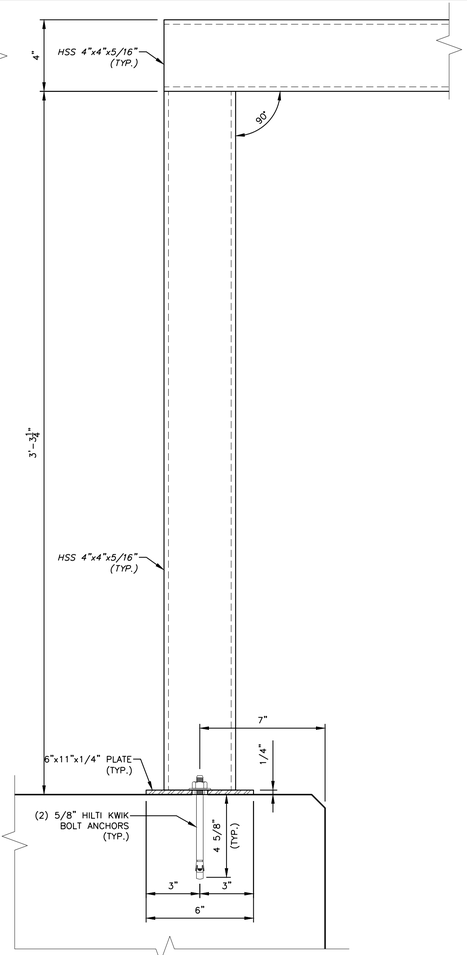
S4 | S5



BRACKET DETAIL 9

SCALE: 3"=1'-0"

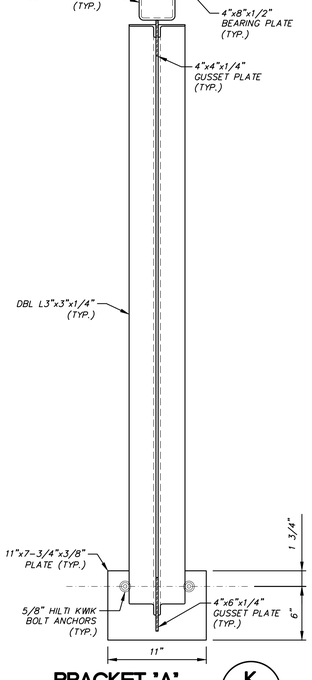
S4 | S5



BRACKET DETAIL 10

SCALE: 3"=1'-0"

S4 | S5

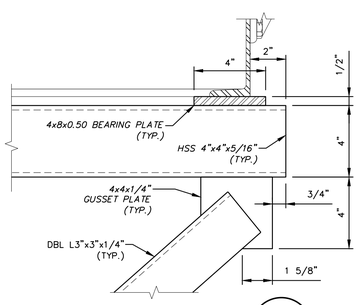


BRACKET 'A'

SCALE: 1-1/2"=1'-0"

(3) REQUIRED

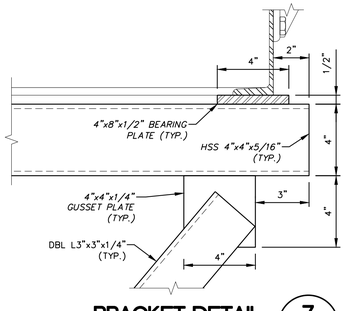
K | S4 | S5



BRACKET DETAIL 6

SCALE: 3"=1'-0"

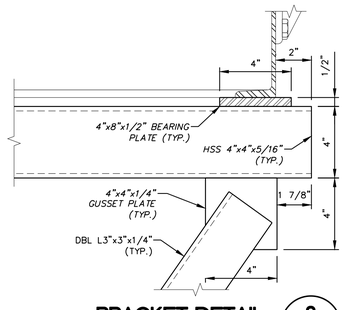
S4 | S5



BRACKET DETAIL 7

SCALE: 3"=1'-0"

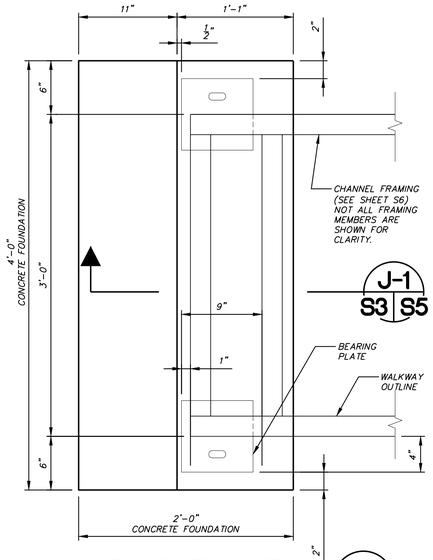
S4 | S5



BRACKET DETAIL 8

SCALE: 3"=1'-0"

S4 | S5

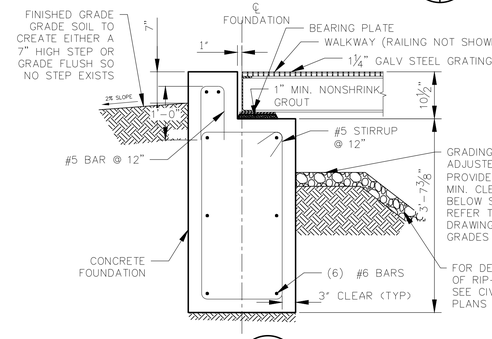


FOUNDATION DETAIL J

SCALE: 1-1/2"=1'-0"

S3 | S5

J-1 | S3 | S5



FOUNDATION SECTION J-1

SCALE: 3/4"=1'-0"

S3 | S5

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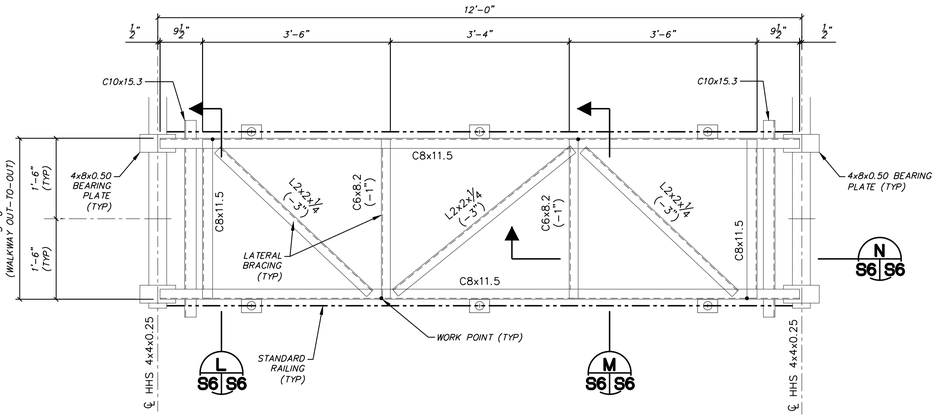
PLATFORM AND BRACKET DETAILS

REVISIONS			
No.	Date	Dr.	Ck.

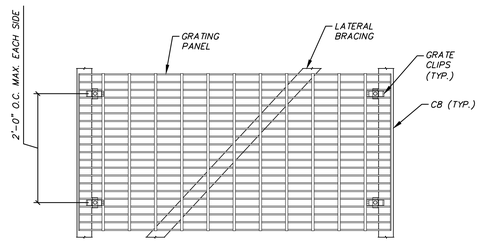
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Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S5 of S6		

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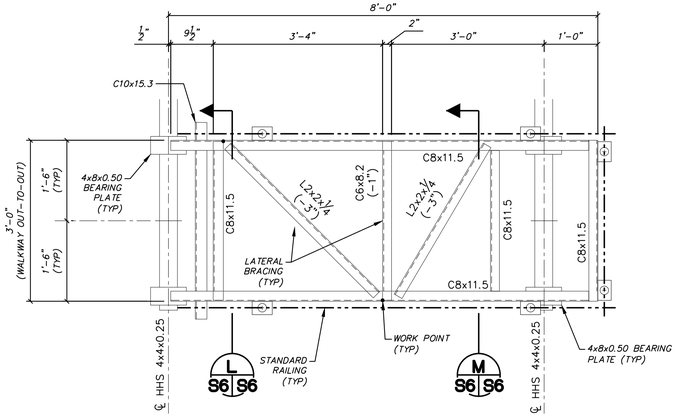
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FRAMING DETAIL 2
SCALE: 3/4" = 1'-0" S3 | S6



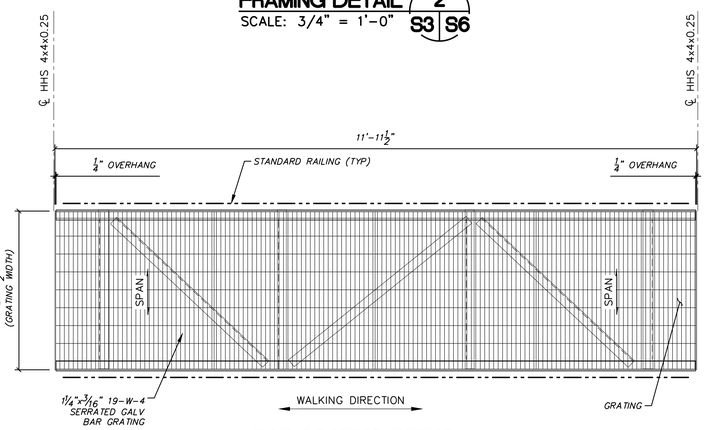
GRATING ATTACHMENT LOCATIONS
SCALE: N.T.S.



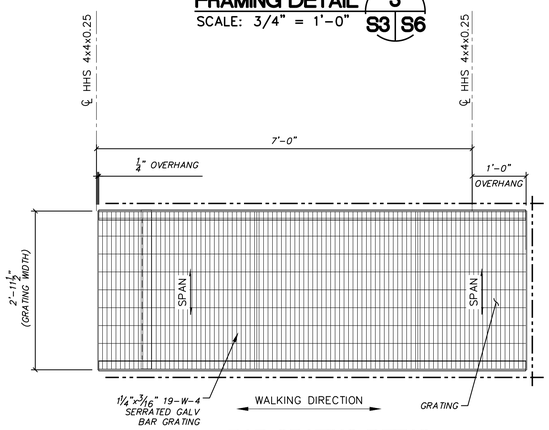
FRAMING DETAIL 3
SCALE: 3/4" = 1'-0" S3 | S6

GENERAL NOTES:

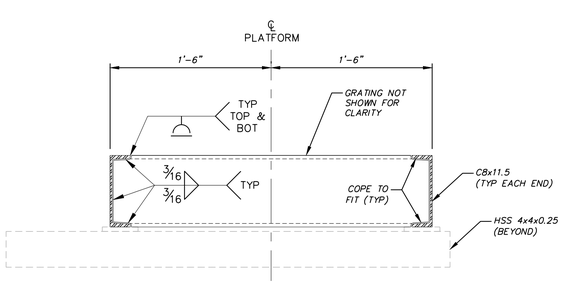
1. STRUCTURAL FRAMING FOR EACH WALKWAY SECTION SHALL BE STEEL, TYPE A36, AND HOT-DIP GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.
2. BAR GRATING SHALL BE SERRATED GALVANIZED STEEL, 19-W-4 1¼"x⅜". GRATING DEFLECTION SHALL NOT EXCEED A DEFLECTION OF ¼" FOR A UNIFORM LOAD OF 100 LBS/SF.
3. OPEN ENDS OF GRATING PANELS SHALL BE BANDED BY WELDING, PRIOR TO GALVANIZING, A FLAT BAR SIMILAR IN SIZE TO THE BEARING BARS TO THE CUT END OF THE GRATING PANEL.
4. BAR GRATING MAIN BARS SHALL BE ATTACHED TO FRAMING CHANNELS USING 13 GAUGE MINIMUM THICKNESS FRICTION- TYPE GALVANIZED STEEL BRACKETS AT 24" MAXIMUM SPACING (STRUCT-FAST, INC. OR APPROVED EQUAL).
5. MAXIMUM GAP BETWEEN BAR GRATING PANELS SHALL BE ½".
6. GRATING PANEL IN PLATFORM WALKING DIRECTION (i.e. LENGTH) SHALL NOT BE MORE THAN 36".



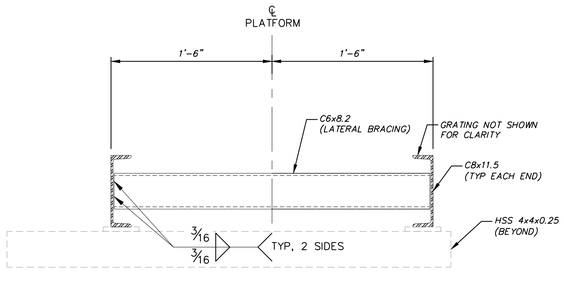
BAR GRATING DETAIL
SCALE: 3/4" = 1'-0"



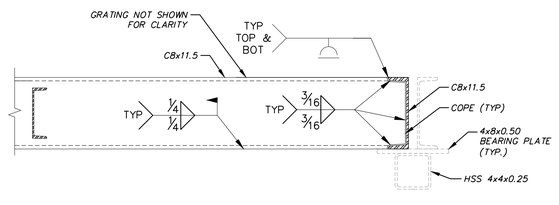
BAR GRATING DETAIL
SCALE: 3/4" = 1'-0"



SECTION L
SCALE: 1-1/2"=1'-0" S6 | S6



SECTION M
SCALE: 1-1/2"=1'-0" S6 | S6



SECTION N
SCALE: 1-1/2"=1'-0" S6 | S6

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M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

WALKWAY PLAN AND DETAILS

REVISIONS

No.	Date	Dr.	Ck.

Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S6 of S6		

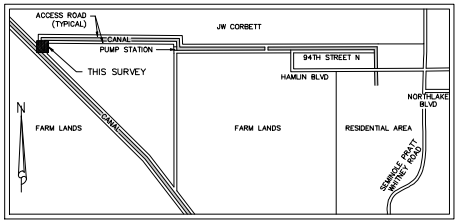
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TOPOGRAPHIC SURVEY

FOR: STORMWATER J ENGINEERING, INC.

LOCATED IN: SECTION 15 & SECTION 16, TOWNSHIP 42 SOUTH, RANGE 39 EAST
PALM BEACH COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

REPORT OF SURVEY:

1. The survey depicted hereon has been classified as a Topographic Survey, as defined in Rule 5J-17.050 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes as amended.
2. This survey has been prepared in the office of Dennis J. Leavy & Associates, Inc. located at: 460 Business Park Way, Suite B, Royal Palm Beach, Florida, whose certificate of authorization number is LB #6599, and the certifying surveyor's (David A. Bower) license number is LS #5888.
3. The survey sketch shown hereon does not necessarily contain all of the information obtained or developed by the undersigned surveyor in his field work, office work, or research.
4. THIS IS NOT A BOUNDARY SURVEY
5. This survey does not address environmental matters, jurisdictional boundaries or hazardous waste concerns should any of the foregoing exist.
6. The elevations shown hereon are for the purpose of indicating the ground elevation only at the position shown and in no way indicate elevations at any other point than shown hereon and do not determine sub surface conditions.
7. The undersigned makes no representations or guarantees as to the information reflected hereon pertaining to easements, rights of way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights of way and/or easements of record.
8. This survey does not meet those standards established by the American Land Title Association.
9. Underground apparent use and/or improvements have not been shown unless otherwise noted.
10. This instrument may not be reproduced in part or whole without the written consent of Dennis J. Leavy & Associates Inc.
11. Date of field survey: November 15th, 2021, as recorded in Field Book 515, Pages 03, 04, 05 and 11.
12. This survey lies in Section 15 & Section 16, Township 42 South, Range 39 East, Palm Beach County, Florida.
13. By graphic plotting only the subject property lies within Zone AO (Depth 1) and Zone D, as shown on the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Map Number: 12099C0325F, Community: Palm Beach County, Number: 120192, Panel 0325, Suffix: F, Effective date: October 5, 2017.
14. In some instances, graphic representations have been exaggerated to more clearly illustrate relationships between physical improvements and/or lot lines. In all cases, dimensions shown shall control the location of the improvements over scaled positions.
15. Measurements shown hereon are expressed in feet and decimal parts thereof unless otherwise noted.
16. All dates shown within the revision block hereon are for interoffice filing use only, and in no way affect the date of the field survey stated herein.
17. Benchmark of Origin: Per the Boundary and Topographic Survey of the M-0 CANAL, as prepared by CREECH ENGINEERS, INC., for the South Florida Water Management Distract, Dated: 4-18-13. Benchmark "MO 001 2013 LB 6705", whose published elevation is 22.01' (NAVD 88).
18. Elevations referenced hereon are based on the North American Vertical Datum of 1988 (NAVD 88).

NOTE: TO CONVERT FROM NAVD 88 TO NGVD 29 DATUM
ADD 1.42 FEET TO THE NAVD 88 ELEVATION.
EXAMPLE: EL.= 10.00' (NAVD 88)
EL.= 11.42' (NGVD 29)

LEGEND:

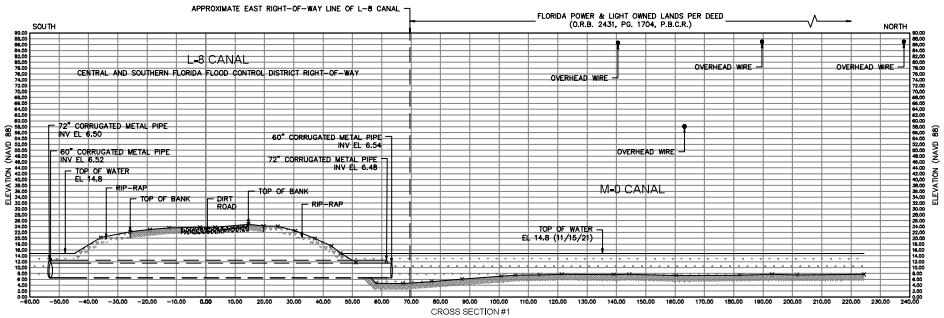
E	EAST
EL	ELEVATION
INV	INVERT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
N	NORTH
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
O.R.B.	OFFICIAL RECORDS BOOK
OHW	OVERHEAD WIRE
P.B.C.R	PALM BEACH COUNTY RECORDS
PG	PAGE
S	SOUTH
W	WEST

TOPOGRAPHIC SURVEY CERTIFICATION:

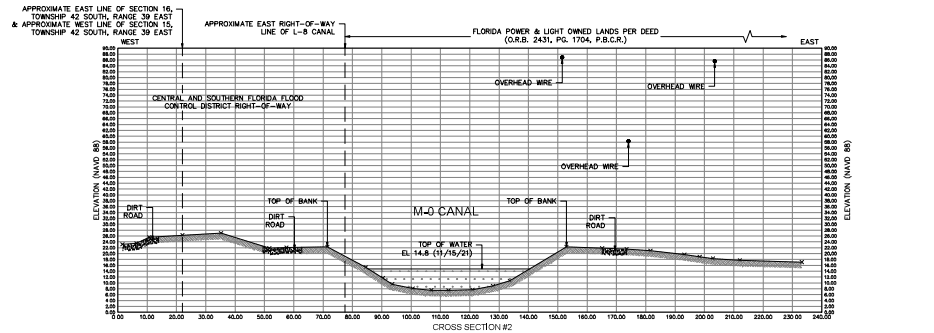
This is to certify that this survey is classified as a Topographic Survey as defined in Rule 5J-17.050 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes as amended. The fieldwork was completed on November 15th, 2021.

Dated: November 15th, 2021

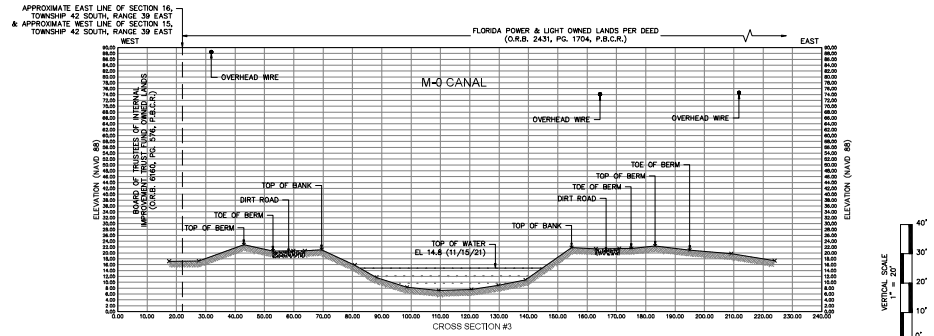
DAVID A. BOWER
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER No. LS 5888



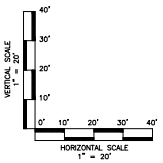
CROSS SECTION #1



CROSS SECTION #2



CROSS SECTION #3



CALC FILE
20-046 CALC

REVISIONS	DATE	BY

20-046-001 SURV
DWG. NO.
DAB
DRAWN/APPROVED BY
SEE NOTE
FIELD BOOK / PAGE
10/15/21
DATE
MT
CHECKED BY
1"=20'
SCALE

TOPOGRAPHIC SURVEY
FOR: STORMWATER J ENGINEERING, INC.
ITID M-0 CANAL OUTFALL STRUCTURE PROJECT
PALM BEACH COUNTY, FLORIDA
SECTION 15 & SECTION 16, TOWNSHIP 42S, RANGE 39E

DENNIS J. LEAVY & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
460 BUSINESS PARK WAY, SUITE B, ROYAL PALM BEACH, FL 33411
PHONE: (561) 753-2050 EMAIL: SURVEY@DJLASURVEY.NET

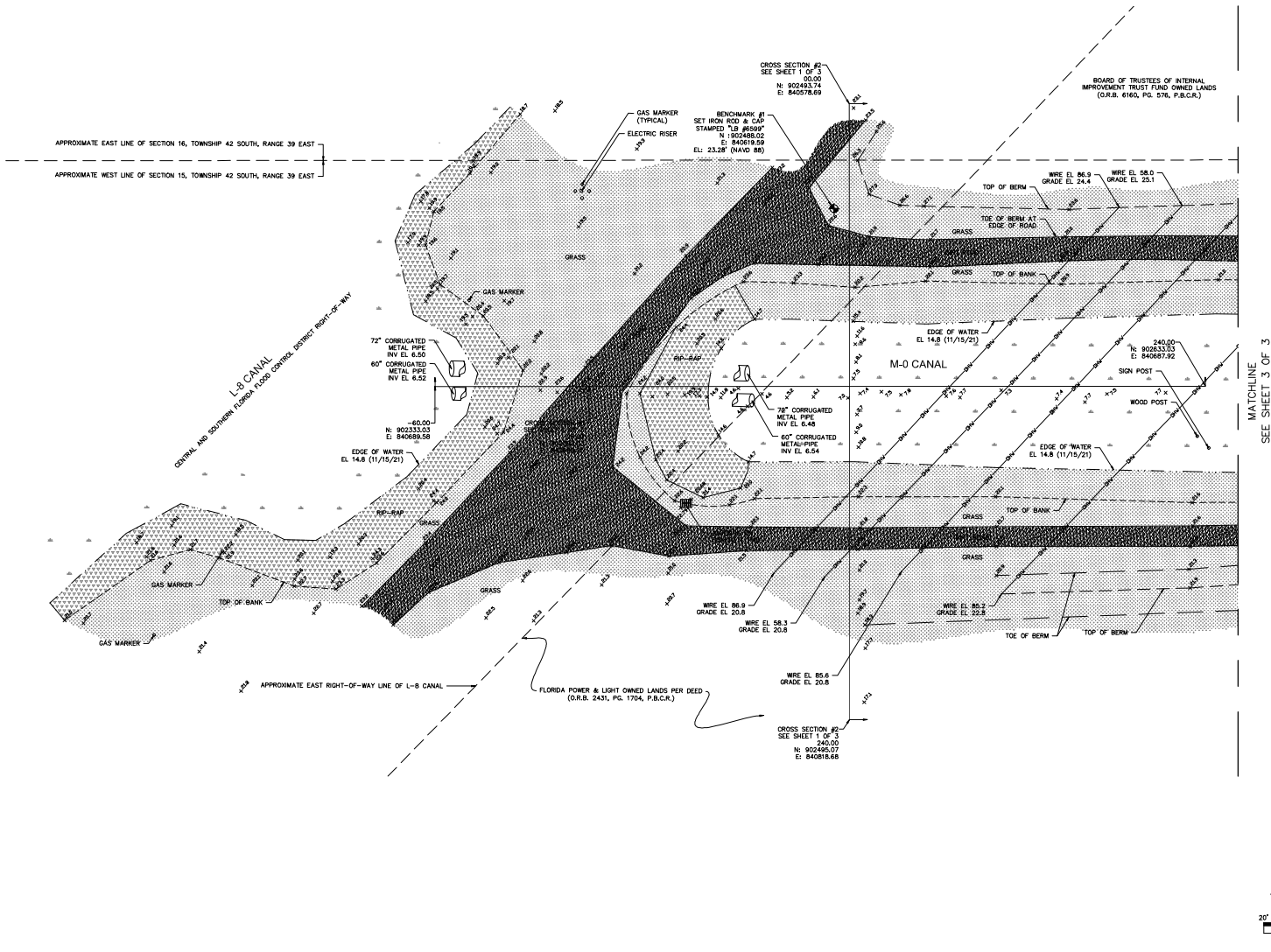
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JOB NO.
20-046-001 SURV
SHEET 1 OF 3

TOPOGRAPHIC SURVEY

FOR: STORMWATER J ENGINEERING, INC.

LOCATED IN: SECTION 15 & SECTION 16, TOWNSHIP 42 SOUTH, RANGE 39 EAST
PALM BEACH COUNTY, FLORIDA



CALC FILE
20-046 CALC

REVISIONS	DATE	BY

10/15/21
DATE
MT
DRAWN/APPROVED BY
SEE NOTE
FIELD BOOK / PAGE

20-046-001 SURV
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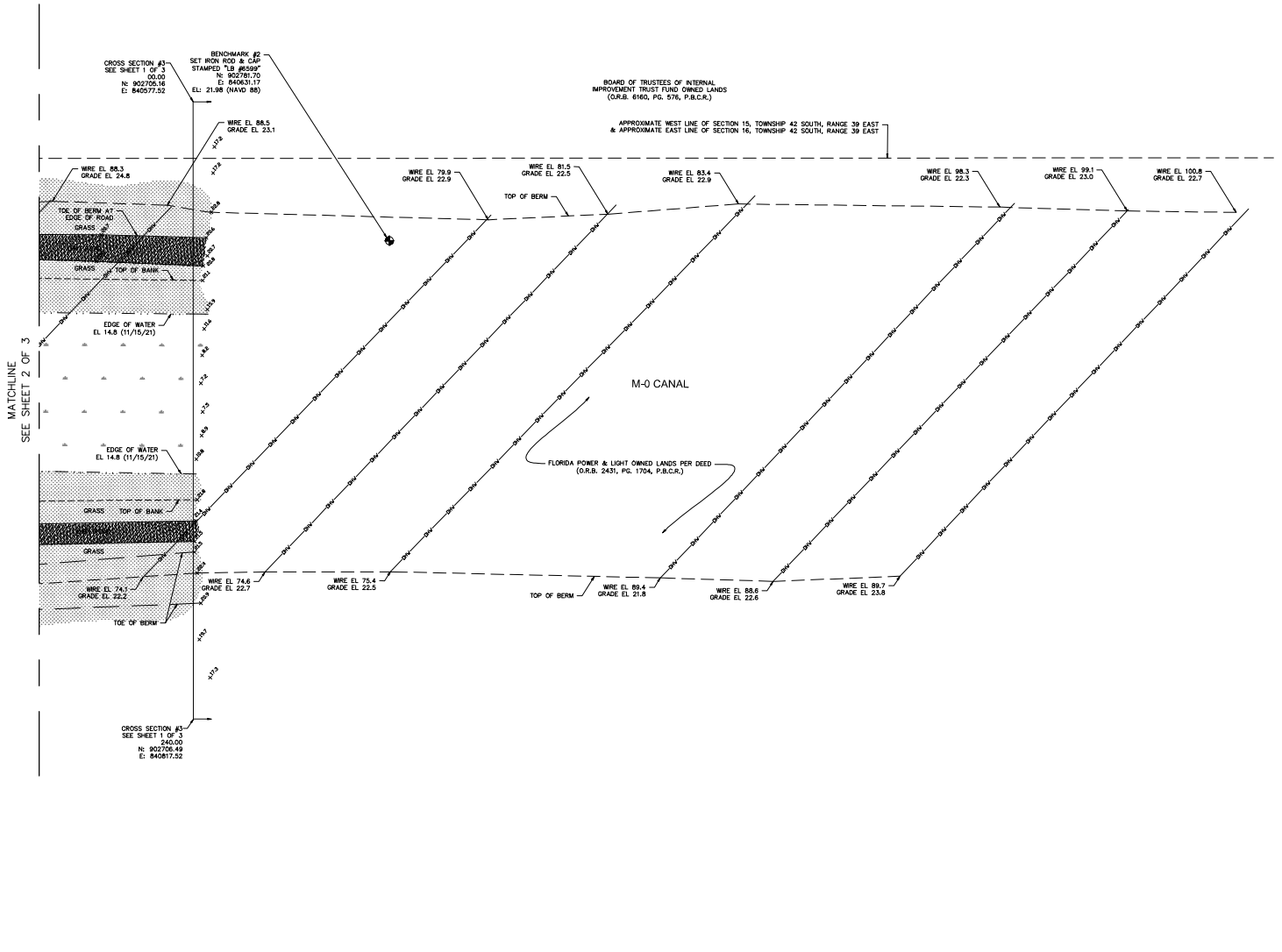
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JOB NO.
20-046-001 SURV
SHEET 2 OF 3

TOPOGRAPHIC SURVEY

FOR: STORMWATER J ENGINEERING, INC.

LOCATED IN: SECTION 15 & SECTION 16, TOWNSHIP 42 SOUTH, RANGE 39 EAST
PALM BEACH COUNTY, FLORIDA



CALC FILE
20-046 CALC

REVISIONS	DATE	BY

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SEE NOTE
FIELD BOOK / PAGE

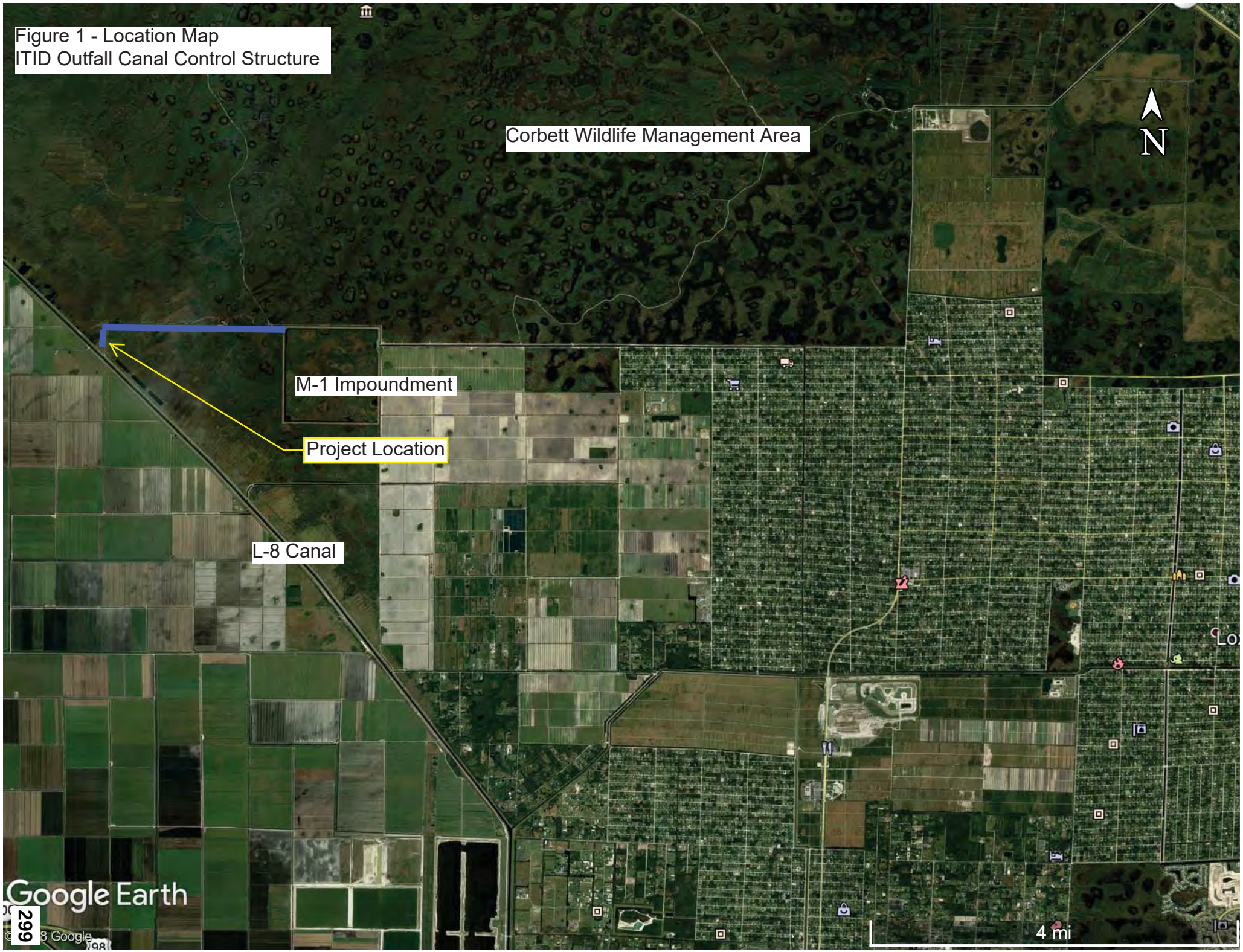
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CHECKED BY
1"=20'
SCALE

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PALM BEACH COUNTY, FLORIDA
SECTION 15 & SECTION 16, TOWNSHIP 42S, RANGE 39E

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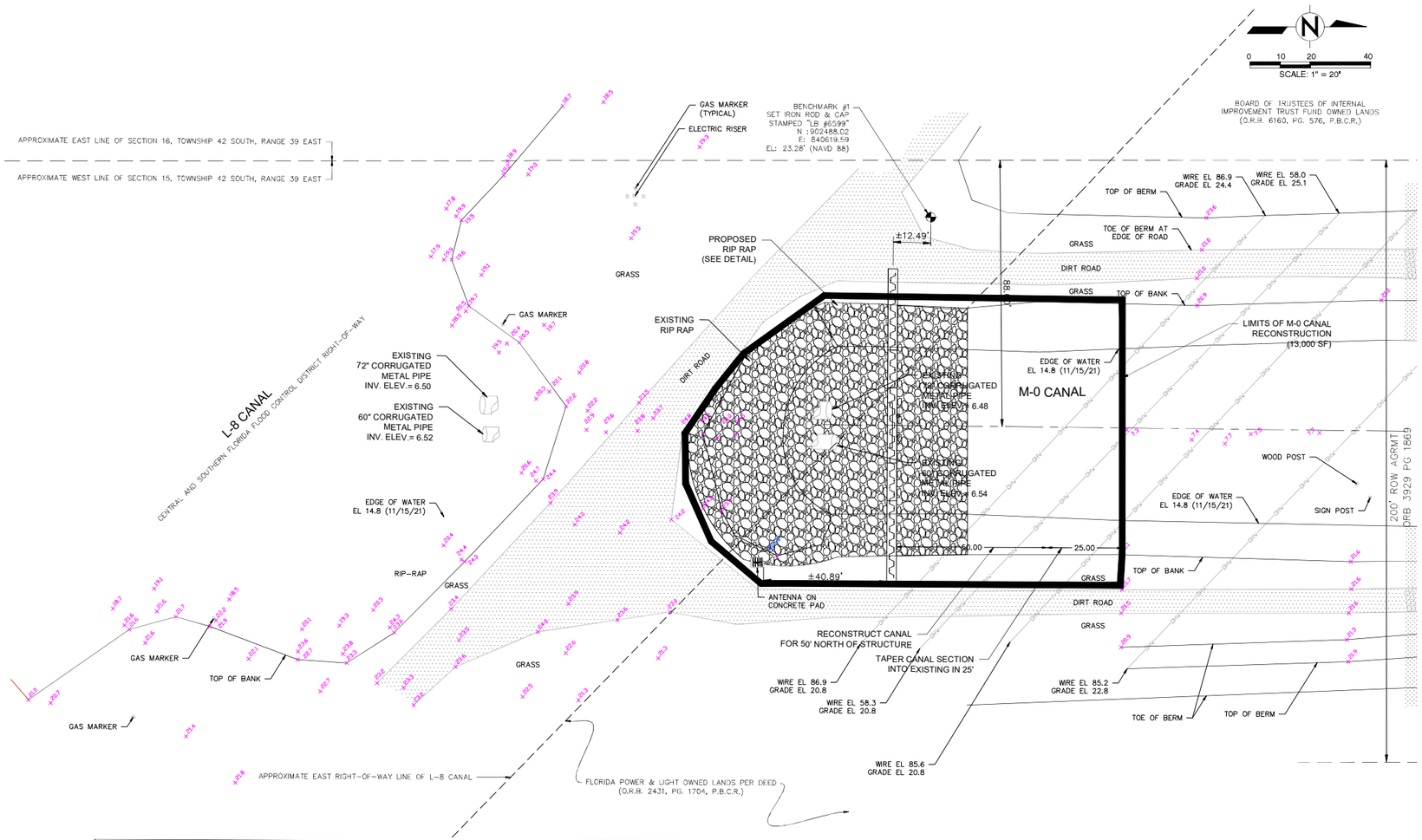
JOB NO.
20-046-001 SURV
SHEET 3 OF 3


Figure 1 - Location Map
ITID Outfall Canal Control Structure
Corbett Wildlife Management Area
N
M-1 Impoundment
Project Location
L-8 Canal
Google Earth
4 mi


FDEM Ground Disturbance Area
N
ITID Outfall Canal
26.8161, 80.4341
Staging Area = 30'x300 = 9,000 sf
Depth approximately 1.5'
Flow
26.8155, 80.4344
Concrete Weir with Gates
Sheetpile Wingwall
Ground Disturbance 50'x130' = 6,500 sf
Piling Depth from 18.0' to 1.5' NGVD,
Depth = 16.5'
26.8153, 80.4340
Sheetpile Wingwall
SFWMD L-8 Canal
26.8152, 80.4340
Riprap Revetment
Google Earth
300
© 8 Google
400 ft

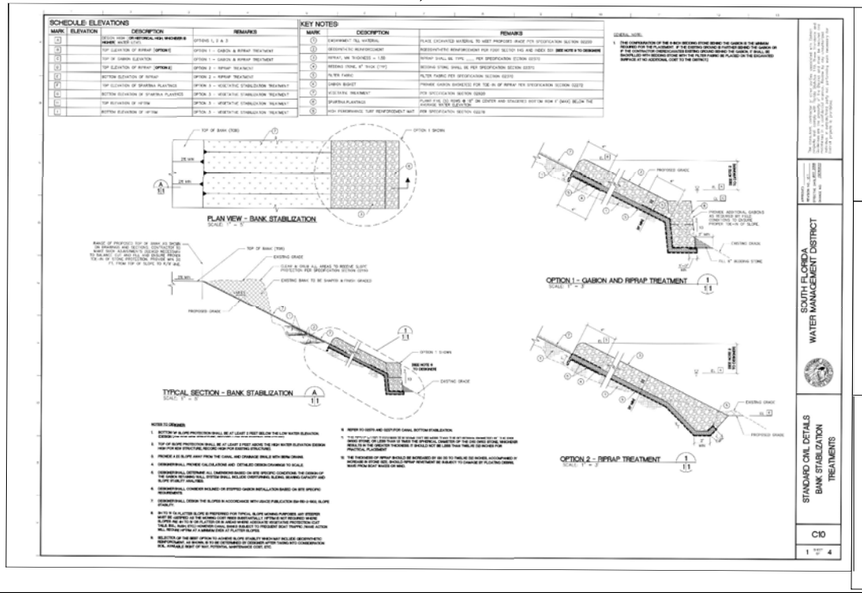
Always call 811 two full business days before you dig to have underground utilities located and marked.

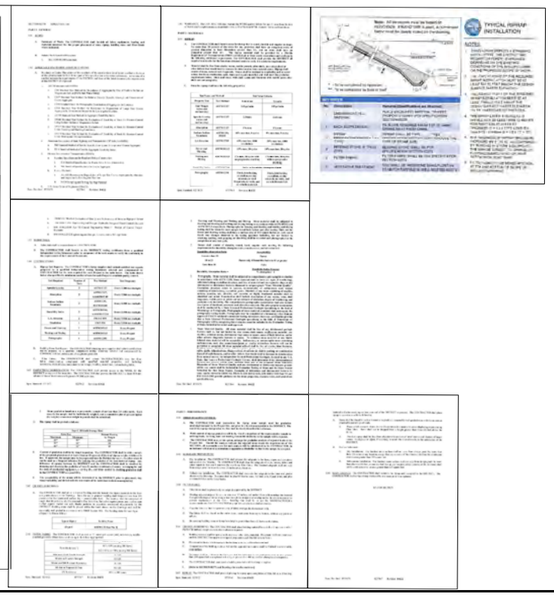
Sunshine811.com

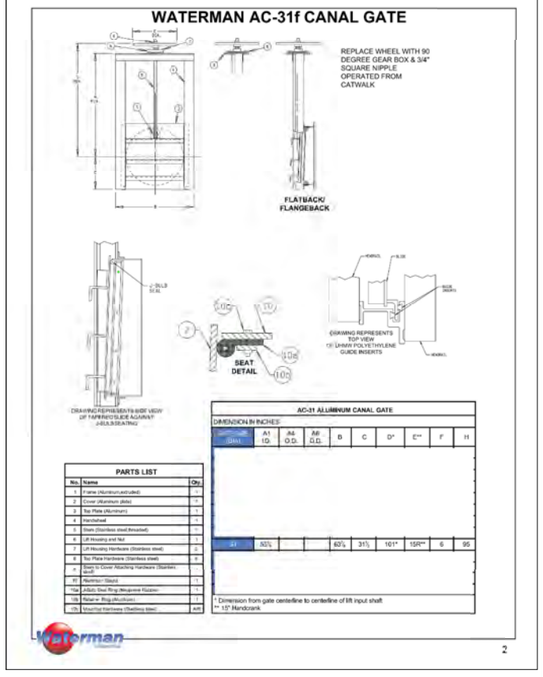


GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.







REVISIONS					
NO.	DATE			BY	
2	8/4/22	SFWMD ROW PM		JGF	
1	7/8/22	SFWMD DEP PM		JGF	

Stormwater Engineering, Inc.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-3028 • Fax (561)242-0109 • stormwater@gmail.com

CIVIL SITE PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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Jay C. Fox, P.E.
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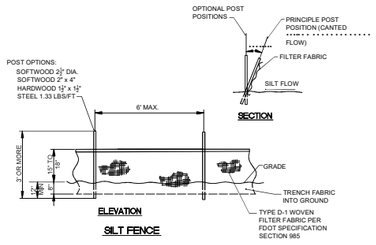
91084.006 Civil Site Plan.dwg

DATE	8/4/2022 10:37 AM	
DRAWN	PL	
CHECKED (1)		
CHECKED (2)		
PROJECT MANAGER		JGF

SHEETS: 2 | SHEET NO.: 1 2

JOB NO. 91084.006





GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.
5. SOD DISTURBED AREAS WITH BAHIA GRASS.

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

REVISIONS			
NO.	DATE	REMARKS	BY
1	8/4/22	Add Pipe Balloon Plugs, Dobie Collar Dam	JGF

STORMWATER ENGINEERING, INC.
SJE
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-0028 • Fax (561)242-0109 • stormwater@gmail.com

POLLUTION PREVENTION PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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Jay C. Fox, P.E.
License # 72053

DATE	7/31/2022
DRAWN	JGF
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CHECKED (2)	
PROJECT MANAGER	JGF

SHEETS 2 OF 2

JOB NO. 91084.006

8/4/2022 10:39 AM
91084.006 Pollution Control Plan.dwg
Sheets-Jay

GENERAL NOTES

1. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL DRAWINGS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE GOVERNING BUILDING CODE.
2. CONSTRUCTION IS TO COMPLY WITH THE REQUIREMENTS OF THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
3. SPECIAL CARE SHALL BE TAKEN TO PROVIDE ADEQUATE VERTICAL AND HORIZONTAL SHORING TO SUPPORT ALL CONSTRUCTION LOADS.
4. SOURCE OF TOPOGRAPHIC SURVEY: DENNIS J. LEAVY & ASSOCIATES, INC.
5. THE WALL DESIGNS IN THESE PLANS IS BASED ON INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT PREPARED BY TERRACON CONSULTANTS, INC.
6. SELECT EMBANKMENT SHALL BE USED TO BACKFILL BEHIND NEW BULKHEAD WALL AS DIRECTED IN THE PLANS. FILL SHALL BE PLACED TO AN ELEVATION OF 1' ABOVE WATER ELEVATION IN LOW TIDE CONDITIONS AND THEN COMPACTED IN 12" LIFTS UP TO FINAL GRADE. COMPACTION SHALL BE PERFORMED BY USE OF VIBRATING PLATE COMPACTOR. MECHANICAL ROLLERS SHALL NOT BE USED. ADJACENT TO THE WALL COMPACTION SHALL BE ACCOMPLISHED AFTER DEADMAN AND ANCHOR RODS ARE IN PLACE AND BEFORE CAP IS CAST.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2017).
8. SHOP DRAWINGS AND SPECIFICATIONS TO BE PROVIDED TO ENGINEER FOR REVIEW AND APPROVAL.
9. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556, FLORIDA STATUTES AND FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND PIPELINES.
10. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITY LINES, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES CAUSED BY HIS OPERATIONS.
11. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
12. ALL CONSTRUCTION STAKE-OUT IS THE RESPONSIBILITY OF THE CONTRACTOR AND ALL ASSOCIATED COSTS ARE TO BE CONSIDERED INCIDENTAL TO CONSTRUCTION OF THE SPECIFIC ITEM CONSTRUCTED.
13. THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN NOR FOR ANY FACILITY NOT SHOWN. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE UTILITY SUPPLIER OF THE UTILITY CONFLICTS AND THE UTILITY ADJUSTMENTS AS REQUIRED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES.
16. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE ENGINEER OF RECORD.
17. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.
18. AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD.
19. CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.
20. ALL VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA AT THE CONTRACTORS EXPENSE.
21. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
22. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
23. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THE R/W WHERE THE PROJECT IS CONSTRUCTED.
24. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
25. CONTRACTOR SHALL MONITOR AND PROHIBIT THE DEFACING OF FRESHLY PLACED CONCRETE SURFACES. ANY CONCRETE SURFACES DEFACED SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
26. CLEARING AND GRUBBING SHALL INCLUDE REMOVAL OF ALL VEGETATION WITHIN SITE AS REQUIRED TO CONSTRUCT THE REQUIRED IMPROVEMENTS.
27. PROJECT SITE SAFETY:
    A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
    B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
    C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
28. SIX (6) COPIES OF ALL SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIAL SUBSTITUTIONS MUST BE APPROVED PRIOR TO DELIVERY TO THE SITE.
29. IN THE EVENT DE-WATERING IS REQUIRED, THE CONTRACTOR IS TO OBTAIN THE PERMIT FROM THE REQUIRED AGENCIES.
30. CONTRACTOR TO RESTORE ALL AREAS DISTURBED DURING CONSTRUCTION TO EXISTING CONDITION.
31. VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES.
32. NO OPENINGS OR PENETRATIONS, OTHER THAN THOSE SHOWN ON THE DWG'S, SHALL BE MADE WITHOUT THE ENGINEER'S APPROVAL.
33. THE STRUCTURE HAS BEEN DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE WALL IS COMPLETE. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE VARIOUS WALLS AND THEIR COMPONENTS DURING ERECTION.
34. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWING SHALL APPLY TO ALL SITUATIONS OCCURING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. THE APPLICABILITY OF THE DETAIL TO ITS LOCATION ON THE PLANS CAN BE DETERMINED BY THE TITLE OF DETAIL. SUCH DETAILS SHALL APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE DETERMINED BY THE ENGINEER OF RECORD.
35. PRIOR TO SHOP DRAWING PREPARATION, THE GENERAL CONTRACTOR IS TO INVESTIGATE AND VERIFY ACTUAL FIELD CONDITIONS, EXPOSED OR CONCEALED AND TAKE INTO ACCOUNT ANY POSSIBLE CONSTRUCTION INTERFERENCES AND RELOCATIONS OF, BUT NOT LIMITED TO STRUCTURES, EQUIPMENT, UTILITIES CABLES, DUCT LINES, PIPING, DRAIN LINES, ETC.

DESIGN DATA

1. THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020 EDITION
2. LOADS USED IN ANALYSIS OF THE WALLS:
    a. SATURATED SOIL UNIT WEIGHT: 113 LBS./CU. FT.
    b. SUBMERGED SOIL UNIT WEIGHT: 56 LBS./CU. FT.
    c. SOIL ACTIVE PRESSURE COEFFICIENT: Ka=0.32
    c. SOIL PASSIVE PRESSURE COEFFICIENT: Kp=3.12
    d. LIVE LOAD SURCHARGE ADJACENT TO WALL: 100 LBS./SQ. FT.
    e. LIVE LOAD ON PLATFORM : 100 LBS./SQ. FT.
    f. CONCRETE UNIT WEIGHT : 150 LBS./CU. FT.

REINFORCED CONCRETE

1. REINFORCEMENT SHALL BE WELL DETAILED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF STANDARD PRACTICE (ACI – 315) UNLESS OTHERWISE NOTED.
2. THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CAPS. CONSTRUCTION JOINTS SHALL BE PERMITTED ONLY AT THE LOCATIONS IDENTIFIED IN PLANS.
3. REINFORCEMENT SHALL BE CAREFULLY PLACED, RIGIDLY SUPPORTED, AND WELL TIED WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE (ACI – 315).
4. MIXING, TRANSPORTING AND PLACING OF CONCRETE SHALL CONFORM TO THE LATEST EDITION OF THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301).
5. STRUCTURAL CONCRETE SHALL CONFORM TO ACI 301 SPECIFICATIONS, AND SHALL DEVELOP THE FOLLOWING MINIMUM COMPRESSIVE STRENGTHS AT 28 DAYS, AS WELL AS OTHER PROPERTIES SPECIFIED IN THESE DOCUMENTS. SEE SPECIFICATIONS FOR ADDITIONAL DESIGN MIX REQUIREMENTS.

   CAST-IN-PLACE CONCRETE: 3,400 PSI (FDOT CLASS II)

6. CONCRETE SHALL BE READY-MIX, REGULAR WEIGHT FOR ALL STRUCTURAL USES, WITH MINIMUM DRY DENSITY OF 145 LBS. PER CUBIC FOOT.
7. CHAMFER ALL EXPOSED CONCRETE EDGES 3/4" – UNLESS NOTED OTHERWISE.
8. REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND INSTALLED IN ACCORDANCE WITH ACI 318 (LATEST EDITION) AND ACI DETAILING MANUAL, ACI 315 (LATEST EDITION).
9. REINFORCING STEEL SHALL BE NEW, DEFORMED BARS, FREE OF RUST, SCALE AND OIL, CONFORMING TO ASTM A-615, GRADE 60 WITH A MINIMUM YIELD STRENGTH = 60,000 PSI, UNLESS OTHERWISE SHOWN.
10. PROVIDE CONTINUOUS REINFORCEMENT WITH ACI CLASS "B" LAP SPLICES, OR AS NOTED OTHERWISE. IN THE CAPS, LAP CONTINUOUS BOTTOM STEEL OVER SUPPORTS AND CONTINUOUS TOP STEEL AT MID SPAN, UNLESS NOTED OTHERWISE.
11. PROVIDE THE FOLLOWING MINIMUM CONCRETE COVERAGE OVER REINFORCING UNLESS NOTED OTHERWISE:

    CAST-IN-PLACE CONCRETE (FORMED SURFACES) TOP, BOTTOM, SIDES AND ENDS: 4"

    CAST-IN-PLACE CONCRETE (CAST AGAINST EARTH): 3"

12. ALL EMBEDDED ITEMS SHALL BE SECURELY FIXED AND MAINTAINED IN POSITION PRIOR TO AND DURING CONCRETE PLACEMENT.
13. PROVIDE REINFORCEMENT SPLICES AS INDICATED BELOW IN CONFORMANCE WITH AN ACI CLASS B TENSION SPLICE, (ACI 318-14). NO REDUCTION SHALL BE PERMITTED DUE TO BAR SPACING (TOP BARS ARE ANY BARS):

    CLASS B SPLICES FOR "PLAIN" REINFORCEMENT:

BAR SIZE	ALL BARS
#5	36"
#4	30"
#6	48"

14. TERMINATE ALL DISCONTINUOUS ENDS OF TOP BARS WITH STANDARD ACI HOOKS. TURN HOOKS UP OR DOWN INTO SUPPORTING STRUCTURE. CORNER BARS SHALL BE SUPPLIED AND PLACED IN ADDITION TO HOOKED ENDS, PER DETAILS IN THESE DOCUMENTS.
15. WHERE WALLS, BEAMS AND FOOTINGS CHANGE DIRECTION, PROVIDE CORNER BARS OF SAME SIZE AND QUANTITY AS THE SPECIFIED LONGITUDINAL STEEL.
16. READY-MIXED CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C94. IN CASE OF DISCREPANCY, THE PLANS AND SPECIFICATIONS SHALL GOVERN.
17. CEMENT SHALL CONFORM TO ASTM C150, TYPE I. FLY ASH SHALL CONFORM TO ASTM C618, CLASS C OR F. THE RATIO OF THE AMOUNT (BY WEIGHT) OF FLY ASH TO THE AMOUNT OF PORTLAND CEMENT IN THE MIX SHALL NOT EXCEED 25 PERCENT.
18. NORMAL WEIGHT AGGREGATES SHALL CONFORM TO ASTM C33.
19. WATER-REDUCING ADMIXTURES SHALL CONFORM TO ASTM C494.
20. AIR-ENTRAINING ADMIXTURES OR ADMIXTURES CONTAINING MORE THAN 0.1%CHLORIDE IONS SHALL NOT BE USED.
21. CONCRETE TICKETS SHALL BE TIMED STAMPED WHEN BATCHED. THE MAXIMUM TIME ALLOWED FROM THE TIME MIXING WATER ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1 1/2) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL NOT BE USED IN THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNERS' REPRESENTATIVE, THE CONTRACTOR AND THE ENGINEER OF ANY NON-COMPLIANCE WITH THE ABOVE.
22. ALL STRUCTURAL ELEMENTS SHALL BE CONSTRUCTED WITH CONCRETE MIXES WHICH UTILIZE NORMAL SIZE AGGREGATE. PEAROCK MIXES ARE NOT ACCEPTABLE.
23. WATER MAY NOT BE ADDED AT THE SITE EXCEPT AT THE DIRECTION OF A REPRESENTATIVE OF THE SUPPLIER. ANY ALLOWABLE WATER MUST BE ADDED TO THE FULL MIX PRIOR TO PLACING ANY CONCRETE. MIXES WITH WATER ADDED AT THE SITE, OTHER THAN AS INDICATED ABOVE, ARE SUBJECT TO REJECTION AND REMOVAL FROM THE PROJECT. IN ALL INSTANCES, MIXES WITH WATER ADDED AT THE SITE SHALL BE INDICATED ON THE TEST REPORTS AND SUCH MIXES SHALL HAVE A SET OF CYLINDERS TAKEN FROM THE MIX AND A SLUMP TEST PERFORMED AFTER ADDITION OF WATER. ALL CONCRETE TICKETS SHOULD CLEARLY STATE THE ALLOWABLE JOB SITE WATER THAT MAY BE ADDED WITHOUT INVALIDATING THE MIX. THIS REQUIREMENT SHOULD BE CLEARLY COMMUNICATED TO THE CONCRETE SUPPLIER.
24. IN HOT WEATHER CONDITIONS, MIXING, PLACING, FINISHING, CURING AND PROTECTION OF CONCRETE SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 305R, HOT WEATHER CONCRETING.
25. USE OF CONSTRUCTION JOINTS AT LOCATIONS OTHER THAN THOSE INDICATED ON THE DRAWINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR APPROVAL.

CONCRETE MIX DESIGN

THE CONTRACTOR SHALL SUBMIT FOR THE REVIEW OF THE STRUCTURAL ENGINEER A MIX DESIGN FOR EACH CLASS OF CONCRETE. EACH MIX DESIGN SHALL BE IDENTIFIED BY A MIX NUMBER OR OTHER UNIQUE IDENTIFICATION. THE CONTRACTOR SHALL NOT VARY FROM THE MIX DESIGNS NOR ANY CONCRETE OTHER THAN THE APPROVED MIX DESIGNS WITHOUT THE APPROVAL OF THE ENGINEER. MIX DESIGN SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION:

1. MIX DESIGN NUMBER OR UNIQUE IDENTIFICATION AND INTENDED LOCATION OF PLACEMENT.
2. CEMENT TYPE, PROPORTION AND NUMBER OF MANUFACTURER.
3. ALTERNATE CEMENTITIOUS MATERIALS PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
4. FLY ASH AND/OR SLAG PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
5. COARSE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
6. FINE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
7. MIXING WATER PROPORTION AND SOURCE.
8. ADMIXTURE DOSAGES, PRODUCT NAME(S) AND MANUFACTURER NAME(S).
9. DESIGN 28-DAY COMPRESSIVE STRENGTH (F'C).
10. DESIGN SLUMP RANGE.
11. DESIGN AIR-ENTRAINMENT (FOR CONCRETE REQUIRING ENTRAINED AIR).
12. STATISTICAL ANALYSIS OF LABORATORY STRENGTH TEST DATA IN ACCORDANCE WITH STANDARD DEVIATION DETERMINATION OUTLINED IN ACI 318.
13. WATER/CEMENTITIOUS MATERIALS RATIO (NOT TO EXCEED 0.40).
14. EXPOSURE CLASS AND CATEGORY.

CONCRETE TESTING

1. CONCRETE TESTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING PARAMETERS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF AN INDEPENDENT TESTING LABORATORY APPROVED BY THE OWNER AND THE ENGINEER.
2. CONCRETE MIXES WHICH HAVE WATER ADDED AT THE SITE SHALL BE TESTED AS INDICATED IN THE CONCRETE NOTES.
3. FORWARD COPIES OF TEST RESULTS TO THE ENGINEER, CONCRETE SUPPLIER AND CONTRACTOR WITHIN 24 HOURS AFTER TESTING.
4. AN INDEPENDENT TEST LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE.
    a. ASTM C143 "STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE." MINIMUM SLUMP SHALL BE AS INDICATED IN THE CONCRETE NOTES SECTION OR AS SPECIFIED IN APPROVED MIX DESIGN SUBMITTALS.
    b. ASTM C39 "STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS". A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EVERY 50 CUBIC YARDS (OR FRACTION THEREOF), PLACED PER DAY. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS:
        1 AT 3 DAYS
        1 AT 7 DAYS
        1 AT 28 DAYS
5. CONTRACTOR TO PROVIDE ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDER(S) MAY BE DISPOSED.

SHOP DRAWING REVIEW

1. SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.
2. SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR'S FIELD ENGINEER PRIOR TO SUBMITTAL TO THE ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCHECKED. ALLOW TEN BUSINESS DAYS FOR REVIEW TIME OF SHOP DRAWING SUBMITTALS.
3. SHOP DRAWING SUBMITTALS SHALL BE MADE AS ELECTRONIC FILES (PDF FORMAT). ENGINEER'S REVIEW STAMP WILL BE PROVIDED TO CONTRACTOR AND SHALL BE APPLIED TO ALL DRAWINGS PRIOR TO SUBMITTAL TO CONTRACTOR.
4. THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.
5. CHANGES AND ADDITIONS MADE ON THE RE-SUBMITTALS SHALL BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS SHALL BE CLEARLY NOTED ON THE LETTER TRANSMITTAL. THE ENGINEER'S REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE RE-SUBMITTAL.
6. SHOP DRAWING SUBMITTALS ARE REQUIRED FOR THE FOLLOWING ITEMS: KING PILES, SHEET PANELS (INCLUDING DETAILS FOR LIFTING), TIE BACK RODS & ANCHORS, CAP REINFORCING, DEAD MAN ANCHOR REINFORCING AND RIP RAP. IN ADDITION, PRODUCT SUBMITTAL SHALL BE MADE FOR ALL PRODUCTS IDENTIFIED ON THE PLANS.

STRUCTURAL STEEL NOTES:

1. STRUCTURAL STEEL DETAILING, FABRICATION AND ERECTION SHALL CONFORM TO THE AISC 'SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS', LATEST EDITION WITH AMENDMENTS, AND THE AISC 'CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES', LATEST EDITION WITH AMENDMENTS.
2. STRUCTURAL STEEL WIDE FLANGE SHAPES SHALL CONFORM TO ASTM A992.
3. STRUCTURAL STEEL PLATES AND ROLLED SHAPES OTHER THAN WIDE-FLANGE SHAPES SHALL CONFORM TO ASTM A36, U.N.O.
4. STRUCTURAL STEEL HSS RECTANGULAR AND SQUARE SECTIONS SHALL CONFORM TO ASTM A500, GRADE B WITH A MINIMUM YIELD STRENGTH OF 46 KSI.
5. ANCHOR RODS SHALL CONFORM TO ASTM F1554 GRADE 36, U.N.O.
6. ALL THREADED ROD SHALL CONFORM TO ASTM A36, U.N.O.
7. SHEAR STUD CONNECTORS SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH AWS D1.1 "STRUCTURAL WELDING CODE", SECTION 7 -STUD WELDING. STUDS SHALL BE TYPE 'B', HEADED STUDS HAVING A MINIMUM TENSILE STRENGTH OF 65,000 PSI, AND SHALL BE OF LENGTH AND DIAMETER SHOWN ON STRUCTURAL DRAWINGS. FILLET WELDING OF STUDS IS PROHIBITED.
8. BOLTED CONNECTIONS SHALL CONFORM TO THE 'SPECIFICATION OF STRUCTURAL JOINTS USING ASTM A325 OR 490 BOLTS', APPROVED BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS. BOLTED CONNECTIONS FOR STRUCTURAL STEEL MEMBERS SHALL BE WITH 3/4" DIAMETER A325 BOLTS U.N.O.
9. WELDING PROCEDURES SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY'S 'STRUCTURAL WELDING CODE FOR STEEL' ANSI/AWS D1.1.
10. WELDED CONNECTIONS BETWEEN STRUCTURAL STEEL MEMBERS SHALL BE MADE WITH E70XX ELECTRODES, U.N.O.
11. STRUCTURAL STEEL TO BE HOT-DIP GALVANIZED.
12. STRUCTURAL STEEL NOTED TO BE GALVANIZED SHALL BE HOT-DIP GALVANIZED IN CONFORMANCE WITH ASTM A123.
13. DO NOT PAINT OR GALVANIZE THE FOLLOWING SURFACES:
    a. SURFACES TO BE WELDED.
    b. SURFACES TO RECEIVE SHEAR STUD CONNECTIONS.
14. ALL ABRASIONS TO THE SHOP FINISH SHALL BE TOUCHED-UP AFTER ERECTION IS COMPLETE. FOR GALVANIZED STEEL, USE A ZINC-RICH COLD-GALVANIZING PAINT.
15. FOR CONNECTIONS NOT SPECIFICALLY DETAILED, PROVIDE CONNECTION USING 1/2 OF MAXIMUM TOTAL UNIFORM LOAD FROM MANUAL (CURRENT EDITION).

STEEL SHEET PILE INSTALLATION:

1. PREDRILLING PRIOR TO INSTALLING THE STILL SHEET PILING IS REQUIRED TO CREATE A SLOT IN THE ROCK LAYER. THE DEPTH OF THE DRILLING SHALL EXCEED THE PILE TIP ELEVATION OF -21.58' NAVD. THE FRAGMENTED LIMESTONE COBBLES SHALL BE REMOVED, AND THE HOLES BACKFILLED WITH CLEAN SAND PRIOR TO DRIVING OF THE STEEL SHEET PILES. SAND INFILL FROM THE CANAL EMBANKMENT DURING THE DRILLING PROCESS IS ACCEPTABLE TO LEAVE IN PLACE AND SUPPLEMENTED AS NECESSARY TO COMPLETELY FILL THE HOLES.
2. REFER TO GEOTECHNICAL REPORT PREPARED BY:
   TERRACON CONSULTANTS, INC.
   ITID M-O CANAL OUTFALL STRUCTURE
   TERRACON PROJECT NO.: H0205041

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M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

GENERAL NOTES

REVISIONS			
No.	Date	Dr.	Ch.

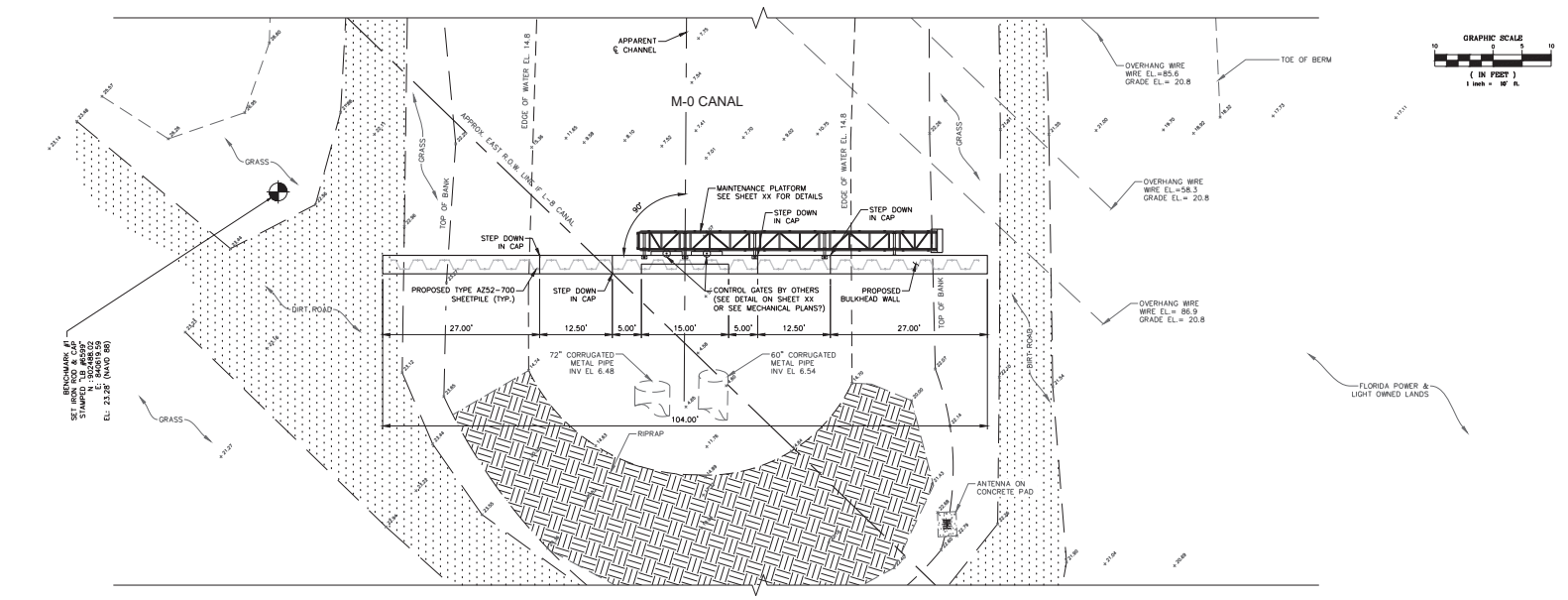
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Dr.	SEC	Chk.	ALG
Drawing Date	8/19/2022		

Proj. No. 21-028

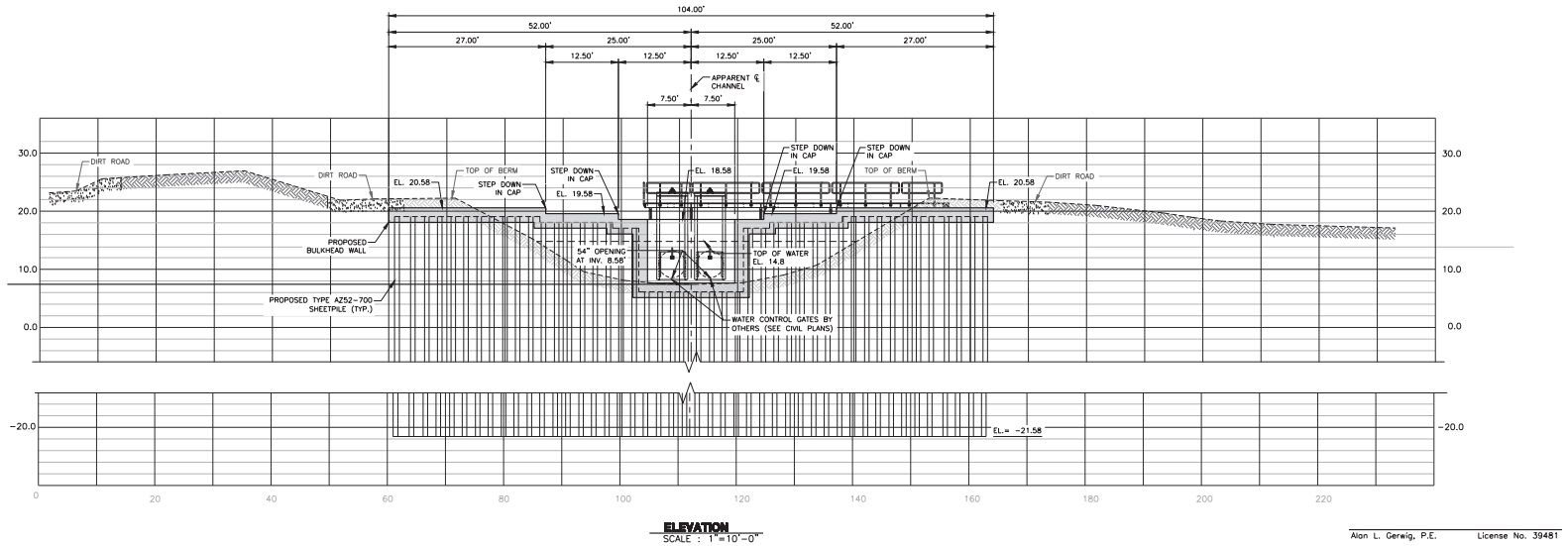
Sheet S1 of S6

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PLAN VIEW
SCALE : 1"=10'-0"



ELEVATION
SCALE : 1"=10'-0"

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M-O CANAL WATER STRUCTURE

PALM BEACH COUNTY, FLORIDA

PLAN AND ELEVATION

REVISIONS

No.	Date	Dr.	Ch.

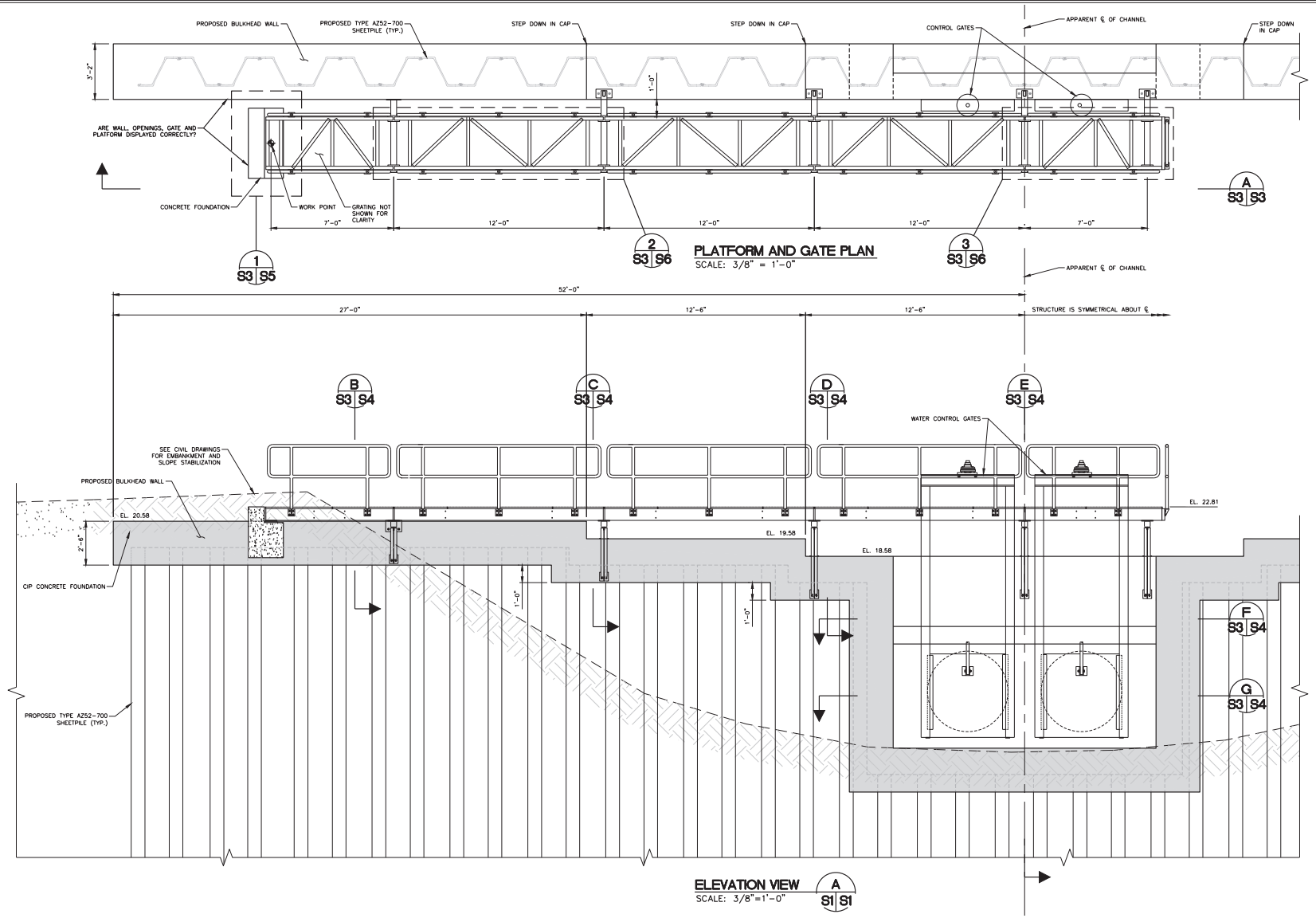
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Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		

Proj. No. 21-028

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M-O CANAL WATER STRUCTURE

PALM BEACH COUNTY, FLORIDA

PLATFORM AND GATE PLAN AND ELEVATION

REVISIONS

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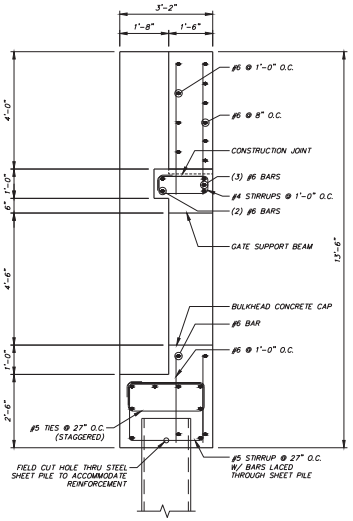
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Dr.	SEC	Ch.	ALG
Drawing Date	6/19/2022		

Proj. No. 21-028

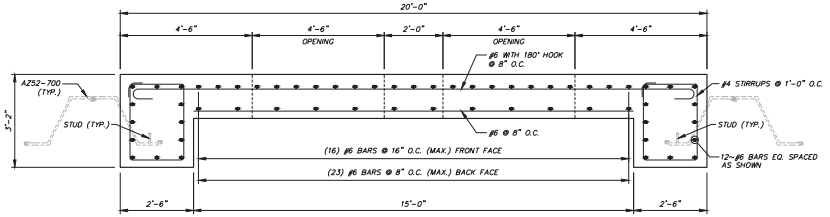
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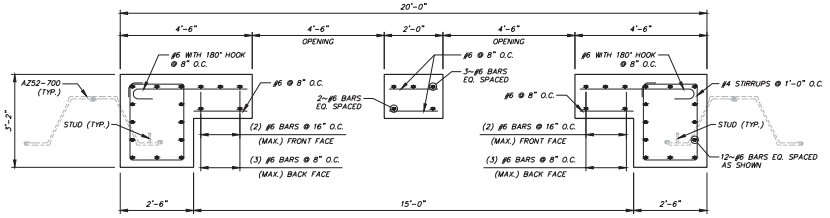
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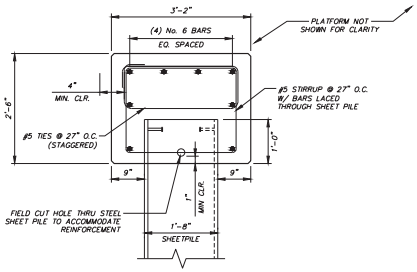
GATE SUPPORT SECTION E
SCALE: 1/2"=1'-0"
S3 S4



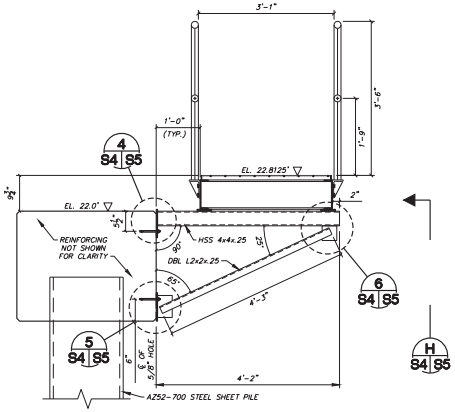
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S3 S4



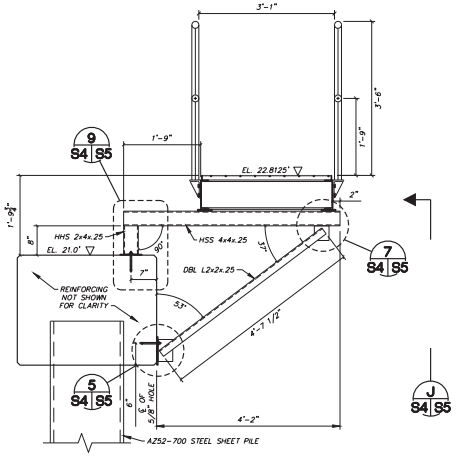
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S3 S4



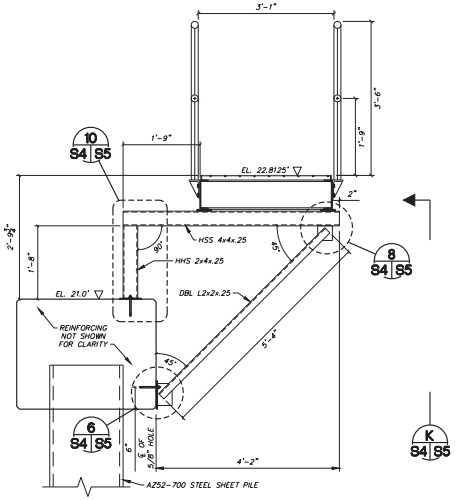
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BULKHEAD AND PLATFORM SECTION B
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BRACKET "C"
(1) REQUIRED
S3 S4



BULKHEAD AND PLATFORM SECTION C
SCALE: 3/4"=1'-0"
BRACKET "B"
(1) REQUIRED
S3 S4



BULKHEAD AND PLATFORM SECTION D
SCALE: 3/4"=1'-0"
BRACKET "A"
(3) REQUIRED
S3 S4

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M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

PLATFORM AND BULKHEAD REINFORCING

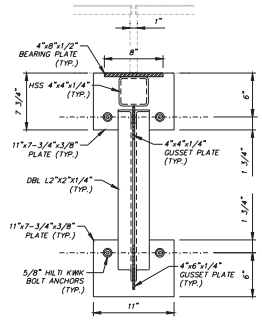
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No.	Date	Dr.	Ck.

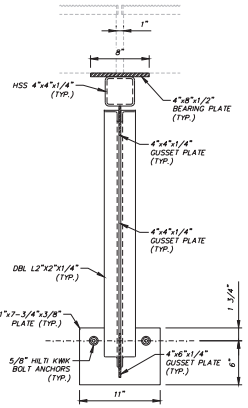
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Dr. SEC Ck. ALG
Drawing Date 8/19/2022
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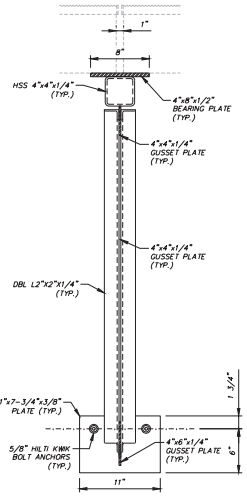
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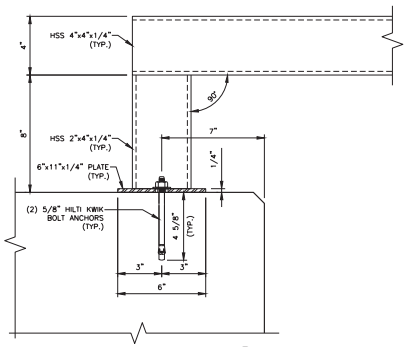
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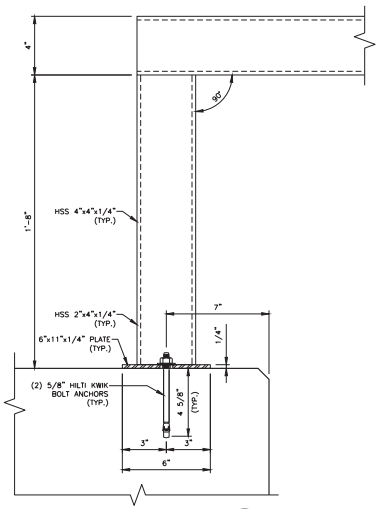
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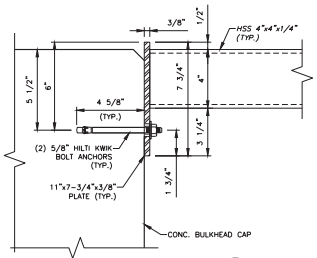
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(3) REQUIRED



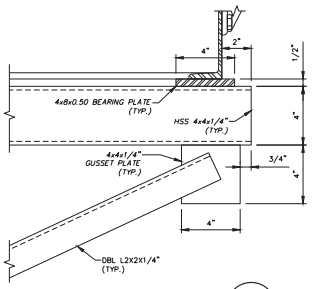
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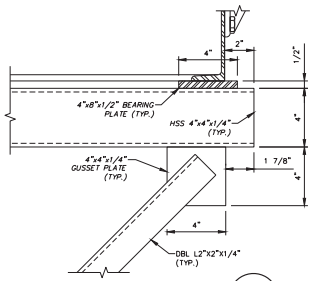
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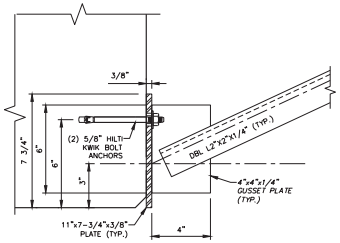
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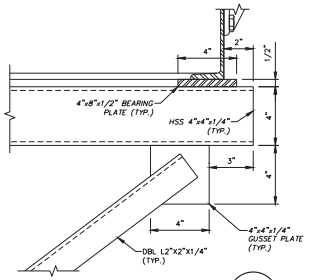
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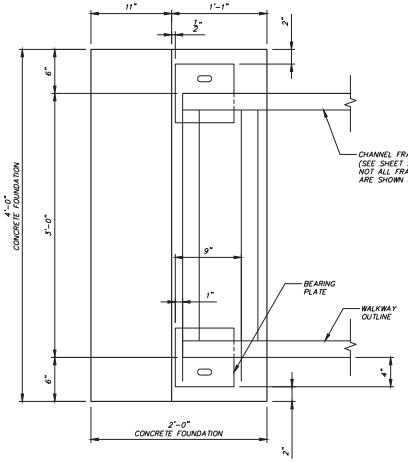
BRACKET DETAIL 8
SCALE: 3"=1'-0" S4 S5



BRACKET DETAIL 5
SCALE: 3"=1'-0" S4 S5



BRACKET DETAIL 7
SCALE: 3"=1'-0" S4 S5



FOUNDATION DETAIL J
SCALE: 1-1/2"=1'-0" S3 S5

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Civil and Structural Engineers

M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA
PLATFORM AND BRACKET DETAILS

REVISIONS

No.	Date	Dr.	Ck.

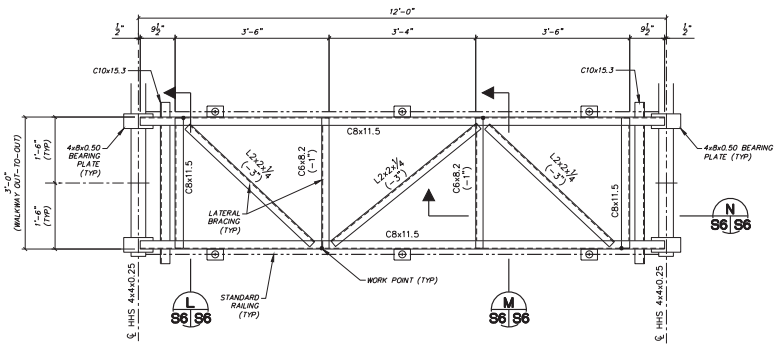
Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		

Proj. No. 21-028

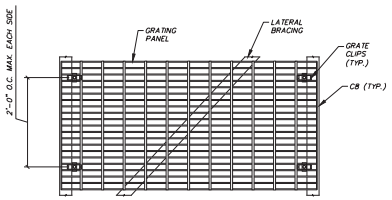
Sheet S5 of S6

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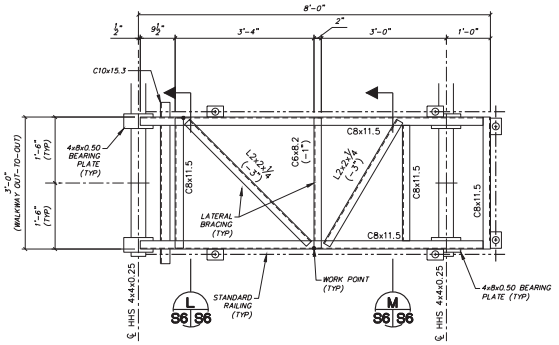
I:\Drawings\VTD M-O Canal Water Control Structure (21-028)\09-BRK-DWGS\21-028_STRUCTURAL DETAILS.dwg - Monday, August 22, 2022 10:53:02 AM - Stephen Carpenter



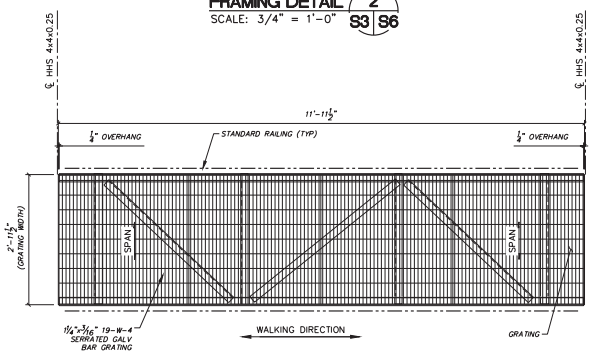
FRAMING DETAIL 2
SCALE: 3/4" = 1'-0" S3 S6



GRATING ATTACHMENT LOCATIONS
SCALE: N.T.S.



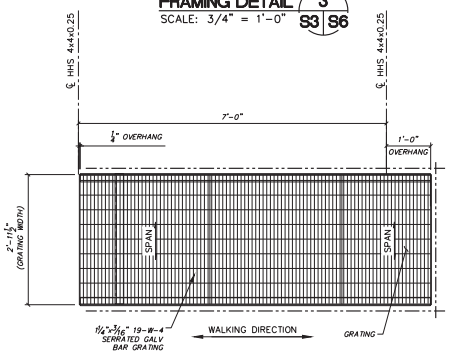
FRAMING DETAIL 3
SCALE: 3/4" = 1'-0" S3 S6



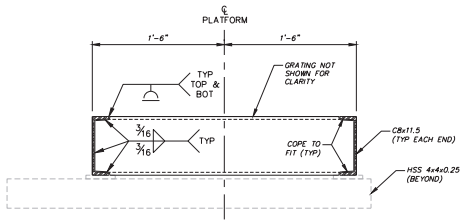
BAR GRATING DETAIL
SCALE: 3/4" = 1'-0"

GENERAL NOTES:

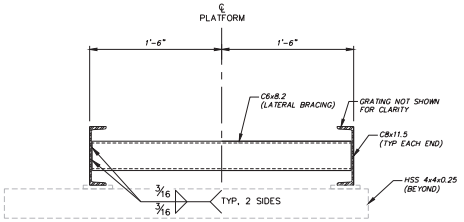
1. STRUCTURAL FRAMING FOR EACH WALKWAY SECTION SHALL BE STEEL, TYPE A36, AND HOT-DIP GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.
2. BAR GRATING SHALL BE SERRATED GALVANIZED STEEL, 19-W-4 1¼"x⅜". GRATING DEFLECTION SHALL NOT EXCEED A DEFLECTION OF ¼" FOR A UNIFORM LOAD OF 100 LBS/SF.
3. OPEN ENDS OF GRATING PANELS SHALL BE BANDED BY WELDING, PRIOR TO GALVANIZING, A FLAT BAR SIMILAR IN SIZE TO THE BEARING BARS TO THE CUT END OF THE GRATING PANEL.
4. BAR GRATING MAIN BARS SHALL BE ATTACHED TO FRAMING CHANNELS USING 13 GAUGE MINIMUM THICKNESS FRICTION- TYPE GALVANIZED STEEL BRACKETS AT 24" MAXIMUM SPACING (STRUCT-FAST, INC. OR APPROVED EQUAL).
5. MAXIMUM GAP BETWEEN BAR GRATING PANELS SHALL BE ½".
6. GRATING PANEL IN PLATFORM WALKING DIRECTION (i.e. LENGTH) SHALL NOT BE MORE THAN 36".



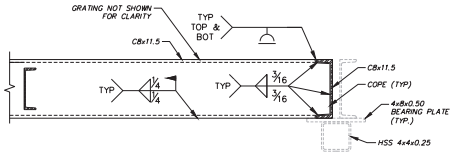
BAR GRATING DETAIL
SCALE: 3/4" = 1'-0"



SECTION L
SCALE: 1-1/2"=1'-0" S6 S6



SECTION M
SCALE: 1-1/2"=1'-0" S6 S6



SECTION N
SCALE: 1-1/2"=1'-0" S6 S6

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Civil and Structural Engineers

M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

WALKWAY PLAN AND DETAILS

REVISIONS

No.	Date	Dr.	Ch.

Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		

Proj. No. 21-028

Sheet S6 of S6

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I:\Drawings\VTD M-O Canal Water Control Structure (21-028)\09-#PH-DWGS\21-028_STRUCTURAL DETAILS.dwg - Monday, August 22, 2022 10:03:06 AM - Stephen Carpenter

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID (ITB-001-0-2026/SC)
FOR

M-0 Canal Outfall Structure

ADDENDUM NO. 1

Date: December 19, 2025

To: All Prospective Bidders

This Addendum Number 1 forms a part of the bidding and contract documents.

Bid Project Manual, Page 3, CONTACT & REQUESTS FOR INFORMATION/CLARIFICATIONS (RFIs)

WHICH PRESENTLY STATES AS FOLLOWS:

REQUESTS FOR INFORMATION/CLARIFICATIONS (RFIs): **RFIs regarding this bid must be submitted by e-mailing Scarlet Cantley at ITID. Ms. Cantley's E-mail address is info@indiantrail.com. Her Office Hours are Monday – Thursday, 7:30 A.M. TO 6:00 P.M. No RFIs will be accepted after 5:00 P.M. on December 18, 2025.**

The following RFIs were received before 5:00 PM November 25, 2025. Answers to said RFIs are provided in blue.

1. Steel Sheet Piles domestic steel / BABA ? required
   Yes
2. Fragmented Limestone what width for replacement of sand fill (clean sand prior to driving of steel sheet piles)
   Predrilling shall create a slot in the limestone that does not exceed 4' in width.
3. Engineer estimated value of project. Also, please provide engineer's estimate for the M-O Outfall bid.
   The Engineer has not made an estimate of the value of the project.
4. Access map of site
   See attached routing map.
5. Maintenance of road please forward highlighted drawling of roads to maintain during construction
   Indian Trail Improvement District will harden all the roads depicted in the routing map, attached, prior to construction. Once construction starts, the contractor will be responsible for the maintenance of these roads. At the end of construction the roads need to be in equal or better condition than when construction started.
6. Trucking Route for import materials

See attached routing map.

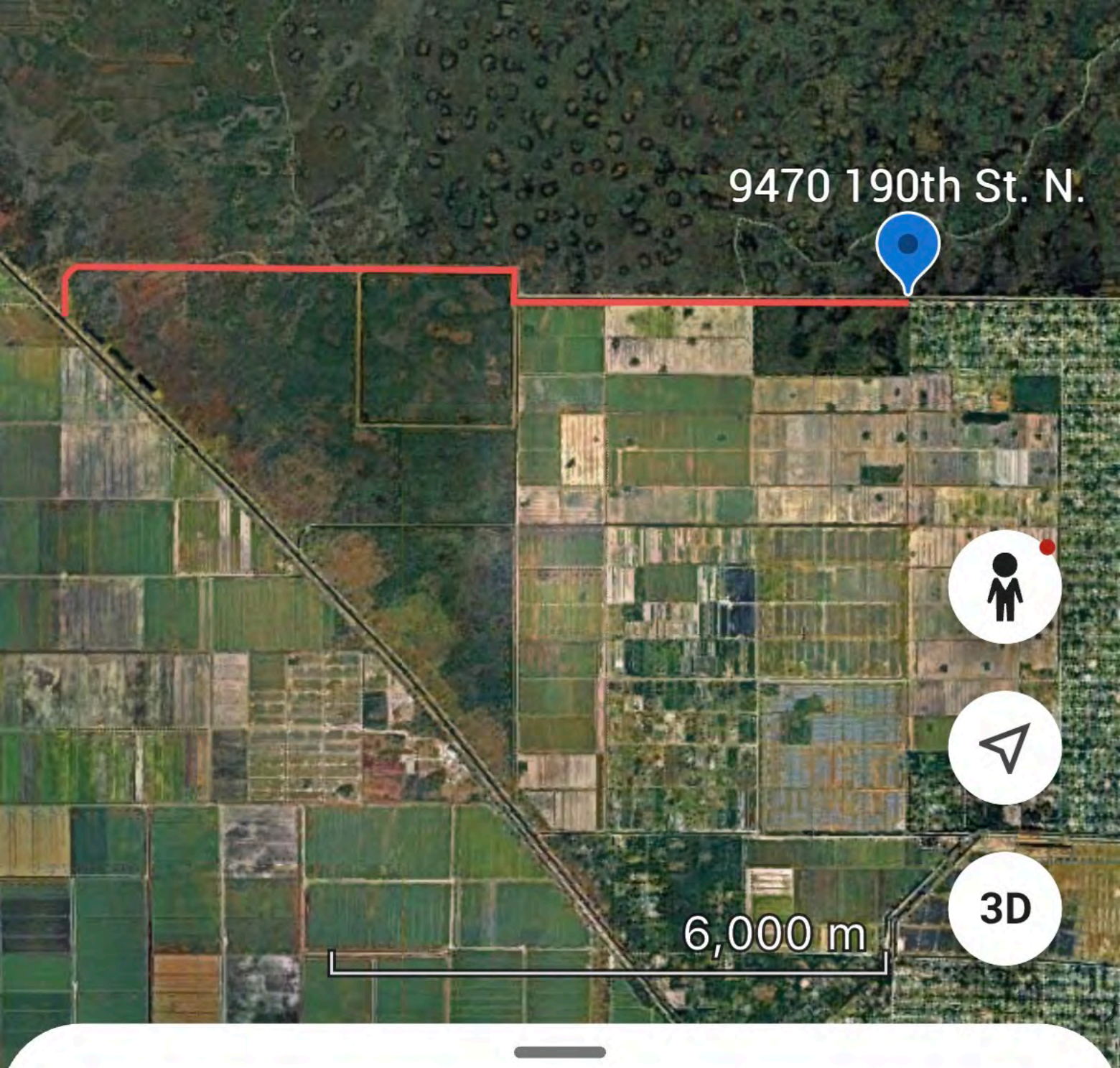
7. Vibration monitoring need for project due to FPL Poles ? and who pay for the testing
   Vibration monitoring shall be in accordance with the FDOT Specification for Road and Bridge Construction section 108. Payment to be by contractor.
8. All Permits paid by county and provided?
   All construction project permits obtained by ITID are included in the bid documents.
9. Dewatering plans going be provided by engineer for cofferdams & dewatering/ permit and fees already been paid ?
   ITID has not and will not prepare dewatering plans. This will be part of the contractor's responsibility.
10. Can contractor Reuse Rip Rap on site
    Yes, as long as it meets the size requirements.
11. FPL easement protection of power lines by FPL for overhead protection of power lines?
    Contractor is responsible for the means, methods, and construction safety of all construction within the project limits.
12. For the safety of crew members and equipment Is FPL going put up protection on the transmission lines or what is the plan for installing. Please advise .
    FPL will not be providing protection, this will be the sole responsibility of the contractor.
13. RFI on the attached flood gate info. Can you have the engineer fill out the attached for the gate information requested. We are going to need more information on this gate to proceed. Please see the ordering form and stem ID guide attached. Let us know if you have any questions.
    The center of the ¾" operating nut on the 90 degree gear box is to be 36" above the catwalk. The catwalk is at 23' NAVD, the operating nut is to be at 26' NAVD. The stem threads are to be 4TR. Any further details can be worked out after contract award.
14. Can the owner please supply the contractor with a boring log of the site if possible, along with a geotechnical study?
    Attached to this response for the geotechnical report.
15. What is the budget/engineers estimate?
    The Engineer has not made an estimate of the value of the project.
16. sheet S1 of S6 Steel Sheet Pile Installation, Note # 2. " States the following" Refer to geotechnical Report Prepared By…. But no geotechnical report has been made available, please advise.
    Attached to this response.
17. regarding the note on sheet S2 that "states the water control gates by others" (see civil plans).There is no future explanation given on the civil plans. Please provide further explanation regarding this note !! Is the owner providing the two control gates ? Who is responsible for installing them ?
    The note on the Structural plans refers to the Civil Plans. The contractor will provide the two gates and is responsible for installing them.
18. Please provide the voltage in the FPL Overhead lines.
    500,000 volts.
19. Please provide the elevations for the attached section E S3/S4 .
    See attached Section E.

20. Sheet 1 of 2 is not legible, can this drawing be reproduced ? See attached.
    See attached.
21. Regarding sheet # 21-028 Steel Sheet Pile item # 3, Coal Tar Epoxy. How thick does {MDFT} the epoxy need to be applied ? Is the coating for the sheet piling applied for the full length and both sides of the sheet pile?
    Coal tar epoxy is to be applied full length of steel sheet pile in two coats producing a total coating thickness of 16mil (min).
22. Additional Addendum item: Corps notification; previous bomb site.
    The attached notification is added to the bid documents.

NO OTHER CHANGES ARE MADE IN THE ITB DOCUMENTS.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM (AND ATTACHMENTS HERETO) IN THE SPACE PROVIDED ON THE BID SUBMITTAL FORM 410, ARTICLE 3.01.A. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION

END OF ADDENDUM No. 1



9470 190th St. N.

Location

26°48'58"N 80°20'37"W

Geotechnical Engineering Report

ITID M-O Canal Outfall Structure
Palm Beach County, Florida
December 3, 2021
Terracon Project No. HD205041

Prepared for:
StormwaterJ Engineering Inc.
West Palm Beach, FL

Prepared by:
Terracon Consultants, Inc.
West Palm Beach, Florida

DRAFT

December 3, 2021

StormwaterJ Engineering Inc.
1855 Indian Road, Suite 202
West Palm Beach, FL 33409

Attn: Mr. Jay Foy, President
P: (561) 242-0028
E: jfoystormj@gmail.com

Re: Geotechnical Engineering Report
ITID M-O Canal Outfall Structure
Intersection of the M-O Canal and L-8 Canal
Palm Beach County, Florida
Terracon Project No. HD205041

Dear Mr. Foy:

We have completed the Geotechnical Engineering services for the above referenced project. This study was performed in general accordance with Terracon Proposal No. PHD205041 dated April 27, 2020 and authorized by Stormwater J Engineering, Inc. on October 12, 2021. This report presents the findings of the subsurface exploration and provides geotechnical recommendations for the design and construction of the proposed structure.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,
Terracon Consultants, Inc.

Jaime Velez, P.E.
Senior Geotechnical Engineer
FL Registration No. 66416

Douglas S. Dunkelberger, P.E.
Principal
FL Registration No. 33317

This item has been digitally signed and sealed by Jaime Velez, P.E. on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DRAFT

REPORT TOPICS

INTRODUCTION 1
SITE CONDITIONS 1
PROJECT DESCRIPTION 3
GEOTECHNICAL CHARACTERIZATION 4
GEOTECHNICAL OVERVIEW 5
STRUCTURE FOUNDATION SLAB 5
PERMANENT SHEET PILE WALL 7
CANAL BANK SLOPE STABILITY EVALUATION 10
GENERAL COMMENTS 14

Note: This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the ***GeoReport*** logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS
SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

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REPORT SUMMARY

Topic [1]	Overview Statement [2]
Project Description	The current plan is to design and construct a new water control structure within the M-O Canal just north of its intersection with the L-8 Canal. The structure is anticipated to have a 30 ft high sheet pile wall with a concrete cap that will act as a weir. The design head on the north side of the structure will be about +19.5 ft with respect to the National Geodetic Vertical Datum of 1929 (NGVD) and +15.5 ft NGVD on the south side. The mat foundation of the structure is expected to be bear at about elevation +7 ft NGVD, be about 40 feet by 55 feet in plan size and is assumed to impose a bearing pressure of not more than 1,000 pounds per square foot (psf) to the underlying bearing materials. The canal banks next to the structure will have a slope of 2:1 (horizontal to vertical) with Rip Rap hardening. The design canal bottom is about +9 ft NGVD.
Geotechnical Characterization	The two borings drilled at the site found sands to about 17 feet below (top of bank) grade followed by formational limestone to about 32 to 37 feet below grade and then shelly sands to the maximum exploration depth (i.e. 50 feet below grade).
Structure Foundation Slab	The subsurface profile should be suitable for support of the structure foundation. Expected settlements under an assumed bearing pressure of 1,000 pounds per square foot is less than 1 inch.
Permanent Sheet Pile Wall	Sheet Pile Under-Seepage Analysis indicate acceptable safety factors with respect to piping in the canal bottom sands if the sheet pile bottoms at elevation 0 ft NGVD or lower. Lateral earth pressure parameters for design of the sheet pile wall are provided herein. Owing to the hardness of the formational limestone, the sheetpile locations will likely need to be predrilled.
Slope Stability Evaluation	Slope stability analysis indicate that the relatively steep (2 horizontal to 1 vertical) canal banks at the structure location would need to be improved from the current design in order to achieve an acceptable slope stability safety factor. For this reason we recommend the installation of geogrid reinforcement within the upper portions of the canal banks.
General Comments	This section contains important information about the limitations of this geotechnical engineering report.

1. If the reader is reviewing this report as a pdf, the topics above can be used to access the appropriate section of the report by simply clicking on the topic itself.
2. This summary is for convenience only. It should be used in conjunction with the entire report for design purposes.

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Geotechnical Engineering Report

ITID M-O Canal Outfall Structure
Intersection of the M-O Canal and L-8 Canal
Palm Beach County, Florida

Terracon Project No. HD205041
December 3, 2021

DRAFT

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed water control structure to be located within the M-O Canal at the Intersection of the M-O Canal and L-8 Canal in Palm Beach County, Florida. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Slope stability analysis
- Foundation design and construction
- Permanent sheet piles

The geotechnical engineering Scope of Services for this project included the advancement of two test borings to a depth of 50 feet below existing site grades and installation of two piezometers to a depth of 32 feet below grade for permeability testing.

Maps showing the site and boring locations are shown in the **Site Location** and **Exploration Plan** sections, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included in the **Exploration Results** section.

SITE CONDITIONS

Site Location

Item	Description
Parcel Information	The proposed M-O Canal outfall structure will be located where the M-O Canal intersects with the L-8 Canal in Palm Beach County, Florida. The exact location of the structure has not been determined at this time but we anticipated it could be located about 250 feet north of the levee that separates the two canals, at the approximate coordinates: Latitude: 26°48'57.6"N Longitude 80°26'03.3"W See **Site Location**

Item	Description
Existing Improvements	The site is the existing M-O Canal just north of the L-8 Canal. There are no existing structures within the M-O Canal in the vicinity.
Current Ground Cover	Short grasses and dirt roadways along the west and east sides of the M-O Canal.
Existing Topography	A provided boundary and topographic survey for the site (dated April 18, 2013) shows that the existing ground surface elevation of the top of bank at the location of the proposed outfall structure is about +21 to +22 feet with respect to the North American Vertical Datum of 1988 (NAVD). The canal mudline is between about +7 and +9 feet NAVD at about 360 feet north of the L-8 Canal. At this location the slope of the west bank is about 2.8 horizontal to 1 vertical and that of the east bank is about 2 horizontal to 1 vertical.

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PROJECT DESCRIPTION

Planned Construction

Our final understanding of the planned project is as follows:

Item	Description
Project Description	The current plan is to design and construct a new water control structure for the Indian Trail Improvement District within the M-O Canal. The structure is anticipated to be a 30 foot high (including embedded depth) sheet pile wall with a concrete cap that will act as a weir. There will be an operable gate in the wall below the cap. The design head on the north side of the structure will be about +19.5 feet (ft) with respect to the National Geodetic Vertical Datum of 1929 (NGVD) and +15.5 ft NGVD on the south side. Under operating conditions it's possible that the upstream head could undergo a sudden drawdown from +19.5 to +15.5 ft NGVD. The tip of the sheet pile wall will be at about elevation -10 ft NGVD. The foundation of the structure is to extend from about 15 feet north of the sheet pile to about 25 feet south of the sheet pile (total length of 40 feet from north to south). We anticipate the width of the foundation will be about 55 feet (approximate canal bottom width). We have assumed the structure will impose a bearing pressure of not more than 1,000 pounds per square foot (psf) to the underlying soils. We understand that the foundation slab thickness is to be 2 feet and will bear at about elevation +7 ft NGVD. The western and eastern canal banks at the structure will have a slope of 2:1 (horizontal to vertical) with rip-rap hardening over a length of 150 feet of canal (includes both downstream and upstream slopes). The top of bank elevation will be raised to +25 ft NGVD and the design canal bottom is about +9 ft NGVD. We have assumed the rip-rap and underlying bedding stone will have a thickness of 2 ft measured perpendicularly to the slope and will be underlain with filter fabric. The bottom of the canal is to be lined with rip-rap from about 50 feet north of the sheet pile to about 75 feet south of it.

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GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of site preparation and foundation options. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs and the GeoModel (aka subsurface profile figures) can be found in the **Exploration Results** section of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	**Surficial Sand**	SAND, sometimes with silt, loose to medium dense (SP, SP-SM)
2	**Limestone**	LIMESTONE, silty, sandy with calcareous sand lenses
3	**Deep Sand**	SAND with silt, some sand size to gravel size shell fragments, loose to medium dense (SP-SM)

Groundwater

Groundwater was found at depths of between about 8 and 10 feet below ground surface (bgs) at the locations of the borings and piezometers. Using the ground surface topographic information provided to us, we estimate the groundwater elevation was about +16 ½ feet NGVD for Boring TB-1 (measured on 11 9 2021) and between about +15 and +16 feet NGVD for Boring TB-2 and the two piezometers. Groundwater levels should generally mimic the surface water levels in the adjacent M-O and L-8 Canals.

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GEOTECHNICAL OVERVIEW

In general, the borings found loose to medium dense fine sands to about 17 feet below grade (top of bank grade) where a formation of hard limestone enters the profile. This subsurface profile should be suitable for support of the structure foundation. The hard limestone will be difficult and slow to excavate for the mat foundation construction and will need to be pre-drilled prior to installation of the sheet piling. More details regarding foundation design and construction and the Sheet Pile Wall design are provided in the **Structure Foundation Slab** and **Permanent Sheet Pile Wall** sections of this report, respectively.

The proposed canal bank slope of 2 to 1 horizontal to vertical is relatively steep and is estimated to have a relatively low slope stability safety factor. For this reason we recommend that 20-foot long geogrid reinforcement be installed within the upper portion of the canal banks. A discussion of the slope stability evaluation and the recommended geogrid reinforcement is provided in the **Slope Stability Evaluation** section of this report.

The **General Comments** section provides an understanding of the report limitations.

STRUCTURE FOUNDATION SLAB

General

The subsurface conditions of the site are generally suitable for support of the planned Water Control Structure. The proposed structure is expected to bear at about Elevation +7 ft NGVD. Excavation for the structure will be made through mostly fine sand but could potentially extend into the hard limestone that is anticipated to begin at about +7 feet NGVD based on the results of two borings positioned on the adjacent canal banks. Excavations into this material will likely require, as a minimum, a hydraulic excavator with a rock-toothed bucket. Groundwater lowering will be required to allow in-the-dry construction.

The proposed Water Control Structure may be supported on a reinforced concrete mat foundation designed and constructed following the recommendations provided in the sections that follow.

Excavation

Excavation for the proposed structure may be made as open cut with sloped excavation sidewalls as required by Occupational Safety and Health Administration (OSHA) regulations to provide stability and safe working conditions. We expect that the temporary excavation will be stable when cut on a 2H:1V (horizontal to vertical) side slope in the surficial sands and 1H:1V in the formational limestone. Contractors should be responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. Vehicles and soil piles located adjacent to

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excavations would influence the stability of the slopes as outlined by the OSHA regulations. The contractor should exercise extreme caution in any decision to place men and equipment in unbraced excavations, particularly when wetted or subjected to surcharge loads or vibrational forces.

Should space limitations require steeper slopes, temporary steel sheet piling used to support the excavation sidewalls may be designed using the geotechnical parameters shown later in **Permanent Sheet Pile Wall**.

Excavation into the limestone formation will likely require a hydraulic excavator with a rock-toothed bucket and possibly a rock breaker attachment .

Dewatering is expected and the water level should be kept at least two feet below the excavation bottom throughout construction to enable work in dry conditions and reduce disturbance of the bearing soils. Dewatering for the excavation will likely take the form of pumping from wells, well-points, sumps and/or rim ditches or horizontal wells. Design of the dewatering system should be made the responsibility of the contractor. Concrete placement and backfilling should be completed in a dry condition.

Subgrade Preparation

After excavation to the proposed subgrade level, the exposed sands should be compacted to at least 95% of Modified Proctor maximum dry density (ASTM D 1557) to a depth of 12 inches prior to foundation construction. This assumes the subgrade is properly dewatered such that the water level is not less than 2 feet below the excavation bottom. In lieu of compaction, the bearing sands (or potentially formational limestone) should be excavated to 6 inches below the foundation bottom and the excavated volume replaced with FDOT No. 57 Coarse Aggregate completely enveloped within a filter fabric.

Foundation Design Parameters

We expect that the mat foundation will have a factor of safety in excess of three with respect to a shear (i.e. bearing capacity) failure in the subsurface materials, which is satisfactory, under the assumed maximum foundation bearing pressure of 1,000 psf. Maximum total settlement for the structure is anticipated to be less than 1 inch under the assumed maximum bearing pressure of 1,000 psf. Owing to the granular nature of the subsurface components, settlement should occur coincident with or shortly after the application of the structure dead load.

A subgrade modulus of 20 pounds per cubic inch (pci) is recommended for design of the mat foundation. This modulus is based on the maximum anticipated bearing pressure of 1,000 psf and the estimated foundation settlement.

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Foundation resistance to lateral load can be calculated using the lateral earth pressure criteria provided in the following section and a coefficient of friction for base sliding of 0.35.

PERMANENT SHEET PILE WALL

Lateral Earth Pressure Parameters

The following material parameters (which were based on the SPT N values and correlations in the Geotechnical Literature) should be utilized for estimation of lateral earth pressures in the design of the sheet piling for the new water control structure.

Lateral Earth Pressure Design Criteria

Material Type	Elevation (ft NGVD)	γ_{moist} (pcf)	γ_{sub} (pcf)	Φ (degrees)	K_A	K_P	k (pci)
Surficial Sand	+25 to +7	113	56	31	0.32	3.12	30
Limestone	+7 to -8	--	73	40	0.22	4.60	80
Deep Sand	-8 to -26	--	56	31	0.32	3.12	30

Notes:
1. γ_{moist}, γ_{sub}, and Φ refer to moist unit weight above water table, submerged unit weight and angle of internal friction, respectively.
2. Cohesion is assumed zero for all layers.
3. K_A and K_P refer to the coefficients of active and passive lateral earth pressure, respectively. The value shown for K_P is based upon ultimate strength and should be factored for safety.
4. k is the lateral modulus (in pounds per cubic inch) to be applied to sand in the P-Y method of lateral load analysis.
5. Hydrostatic and surcharge loads (i.e. construction equipment) should be incorporated into the design as appropriate.
6. Values assume that limestone is pre-drilled prior to sheet-pile installation.

Sheetpile Under-Seepage Analysis

General

Under-seepage flow analysis (using the SEEP/W module of the GeoStudio software suite) was performed for the planned Water Control Structure to confirm that the planned sheet pile will be embedded sufficiently deep to avoid piping of the sands within the canal bottom on the downstream side of the structure. The current plan is to use 30-foot long sheet piling that will tip at about elevation -10 ft NGVD. Steady state seepage analysis was performed to estimate the maximum vertical exit gradient on the low-head side of the structure just south of where the planned rip-rap ends (about 75 feet south of the Sheet Pile Wall). Excessive gradients could lead to movement of sand particles due to piping.

DRAFT

Input Values for Under-Seepage Analysis

The input hydraulic conductivity values were assigned as follows:

1. *Sands*: hydraulic conductivity values were estimated from an equation in the geotechnical literature which correlates the D_{10} sieve size (obtained from lab testing) to permeability. The equation, also known as the Hazen's formula, is as follows:

$$k\ (cm/sec) = 100(D_{10})^2$$

2. *Formational Limestone*: The formational limestone was assigned a relatively high permeability value of 1,000 and 500 feet per day (horizontal and vertical permeability, respectively). The relatively low permeability values of 9 to 10 feet per day obtained from the piezometer permeability tests were not used. Based on our experience and the fact that drilling fluid circulation loss occurred within the limestone for at least one of the SPT borings, we believe that the 9 to 10 feet per day values are too low to be considered representative of the formational limestone. We attribute the low values to the small diameter piezometers missing large fissures or zones of secondary porosity within the limestone formation and therefore underpredicting the permeability of the limestone over large areas. Our experience with large scale hydraulic load testing performed in test pits within formational limestone at the A-2 Stormwater Treatment Area project located 17 miles south of Lake Okeechobee suggests much higher permeability values. Based on our experience with that project, we decided to assign horizontal and vertical permeability of 1,000 and 500 feet per day, respectively, to the formational limestone for the seepage analysis. However, we also ran the analysis for the case where the limestone has a lower permeability value of 100 (horizontal) and 50 (vertical) feet per day.

3. The sheet pile wall was assigned a very low permeability value of $1x10^{-7}$ ft per day (virtually impermeable).

The soil parameters used in the seepage analyses are presented in the following table.

Hydraulic Conductivity Parameters for Sheet Pile Under-Seepage Analysis

Material Type	Elevation (ft NGVD)	Horizontal Hydraulic Conductivity, Kh (feet per day)	Vertical Hydraulic Conductivity, Kv (feet per day)
Surficial Sand	+9 to +7	40	20
Limestone	+7 to -8	1,000	500
		100	50
Deep Sand	-8 to -26	20	10
Sheet Pile Wall	+9 to -10	$1x10^{-7}$	$1x10^{-7}$

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A head of +19.5 ft NGVD was set on the north side of the structure and +15.5 ft NGVD on the south side of the structure.

For the piping safety factor calculation, a unit weight of 118 pcf was assigned to the sands at the canal bottom, which was based on the SPT N values and data from Table 3-4 of Joseph E. Bowles Foundation Analysis and Design, fifth edition (Bowles).

Under-Seepage Analysis Results

The maximum canal bottom vertical exit gradient through the sands estimated from the seepage analyses on the downstream side of the structure (and just south of the south end of the rip- rap) is 0.004. This value corresponds to a safety factor (FS) of about 200 or more with respect to piping, which is well above the USACE minimum requirement of 2.5 to 3.0. The following figure is a snapshot of the analysis results from the SEEP/W program.

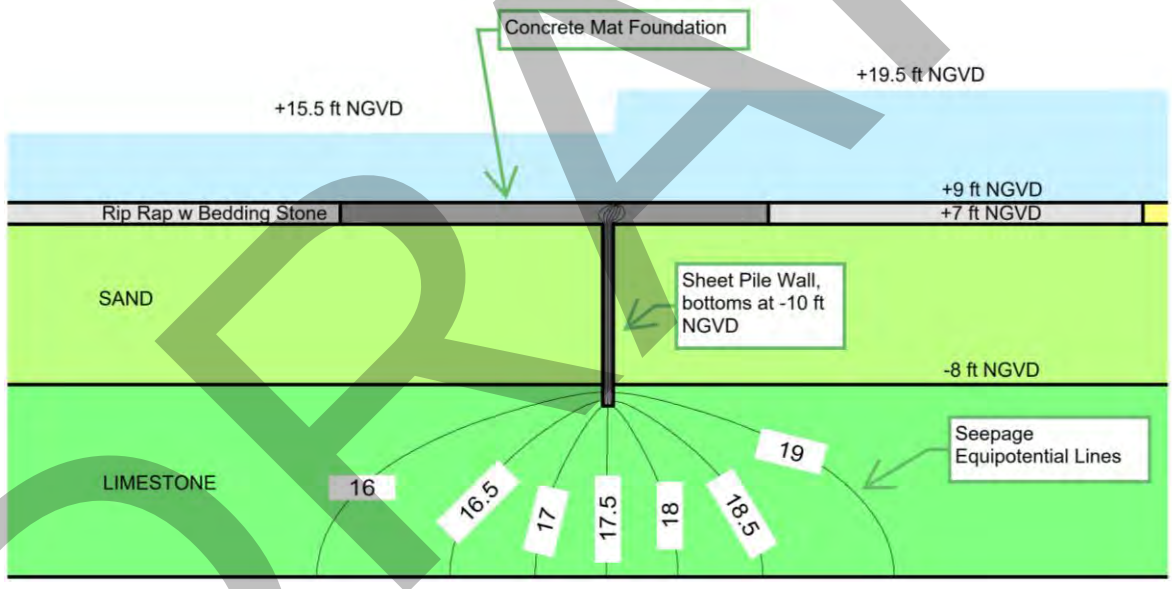


Figure: Output from SEEP/W Seepage Analysis

We also evaluated under seepage for the case where the sheet pile tip is at a shallower elevation of 0 ft NGVD and this condition also results in acceptable safety factors with respect to piping of the sands.

Installation

The formational limestone is hard and will likely need to be pre-drilled prior to sheet pile installation.

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Structure Fill

Backfill placed behind the sheetpile wall (if any) should consist of sands (ASTM D 2487) having a maximum size of 1 inch and not more than 10 percent passing the U.S. Standard No. 200 sieve. The organic content of the fill should be less than 2 percent (by dry weight). The backfill should be placed in 12-inch thick (loose measure) horizontal lifts and be compacted to at least 95 percent of the maximum dry density determined in accordance with the Modified Proctor test (ASTM D 1557). Within a horizontal distance of 8 feet of the wall, the backfill lift thickness (loose measure) should be limited to 8 inches, and only relatively light, hand-led compaction equipment should be used for compaction. Groundwater should be lowered during construction and maintained at least 2 feet below working grades.

CANAL BANK SLOPE STABILITY EVALUATION

General

Slope stability analysis was performed for the canal banks immediately downstream of the proposed permanent sheet pile wall. The slope stability analysis module (SLOPE/W) of GeoStudio was used for the analysis. The following sections describe the development of the model including the geometry, material input parameters, phreatic surface and vehicle surcharge load.

Slope Geometry

The bank was modeled with a 2 horizontal to 1 vertical slope from +25 ft NGVD to +9 ft NGVD. The canal bottom width was set at 45 feet wide. The rip-rap with bedding stone was placed along the entire slope and was assumed to be 2 ft thick measured perpendicular to the slope.

Stratigraphy and Subsurface Parameters

The material parameters were developed as follows:

1. Unit Weight - The unit weight values for the sands were estimated from the SPT N Values and Table 3-4 of Joseph E. Bowles Foundation Analysis and Design, fifth edition (Bowles). The unit weight of the limestone was assumed as 135 pounds per cubic feet. The unit weight of the rip-rap and bedding stone was assumed to be 125 and 105 pounds per cubic feet for saturated and moist conditions, respectively.

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2. Strength Parameters –

   a. Sands - The sands were assumed to be frictional with no cohesion. The friction angles were estimated from correlations of SPT N value to friction angle in the Florida Department of Transportation's Soils and Foundation Handbook (SFH).

   b. Formational Limestone – The limestone was assumed to have a modest cohesion of 5,000 pounds per square foot (psf) and no friction angle.

   c. Rip Rap/Bedding Stone – The rip-rap/bedding stone was assumed to be frictional with no cohesion. A friction angle of 40 degrees was assigned to this material.

The layer elevations and soil parameters used in our evaluation are summarized in the following table.

Strength Parameters for Canal Bank Slope Stability Analysis

Material Type	Elevation (ft NGVD)	Moist Unit Weight (pcf)	Saturated Unit Weight (pcf)	Friction Angle (degrees)	Cohesion (psf)
Surficial Sand	+25 to +7	113	118	31	0
Limestone	+7 to -8	--	135	0	5,000
Deep Sand	-8 to -26	--	118	31	0
Rip Rap with Bedding Stone	+25 to +9 (along slope)	105	125	40	0

Phreatic Surface

The phreatic surface (i.e. groundwater level) was drawn into the model within the bank at a slope of about 3 ½ horizontal to 1 vertical. This is the approximate steepest slope that we estimate for the groundwater level as it seeps through the embankment around the sheetpiling from the upstream side (head of +19.5 ft NGVD) to the downstream side (head of +15.5 ft NGVD).

The phreatic surface geometry described is for the "long term" stability analysis case. We also analyzed the slope stability for a sudden drawdown condition where the water level is +19.5 ft NGVD within the bank but the canal water level is +15.5 ft NGVD (i.e. the slope of the phreatic surface is 2 horizontal to 1 vertical and follows the slope at the interface of the rip rap and the existing sands). This case would be applicable to the upstream slope.

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Vehicular Surcharge Load

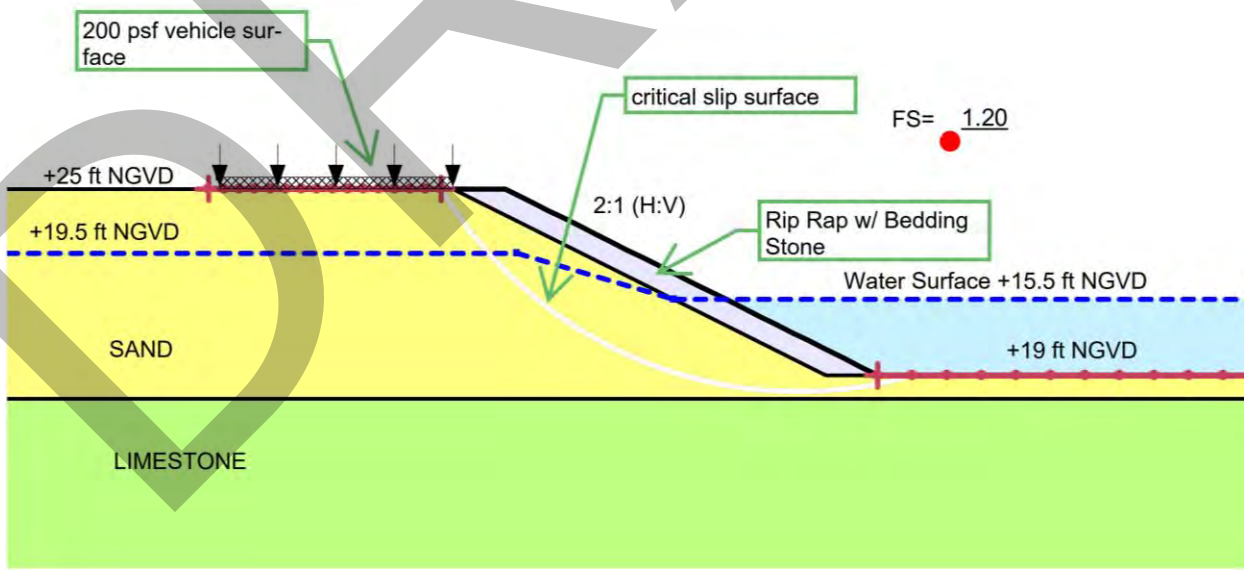
An assumed vehicular surcharge load of 200 pounds per square foot (psf) was applied at the top of the banks.

Required Slope Stability Factor of Safety

According to the USACE Engineering Manual EM 1110-2-1902, the canal bank is considered an "other slope" and the minimum required safety factor is not defined specifically but should be selected (based on engineering judgement) considering the uncertainty in the selection of material shear strength parameters and pore water pressures and the consequences of failure. We believe the consequences of failure are relatively minor from the point of view of safety since the bank sees infrequent vehicle traffic. However, there are costs associated with repairing a failed slope that may not be trivial or insignificant. We recommend a minimum safety factor of 1.3 for the canal banks. For the sudden drawdown condition we recommend a minimum safety factor of 1.2.

Canal Bank Stability Analysis Results

The slope stability analysis was performed using the SLOPE/W module of the GeoStudio analysis package. Limit equilibrium (Spencer's method was used) stability analysis was performed to search for the circular failure surface with the lowest safety factor that specifically passes beneath the vehicle surcharge load, which is assumed to begin about 5 feet from the top of bank. Smaller failure circles that do not pass beneath the surcharge load were not considered. The resultant minimum slope stability safety factor is shown in the following figure.

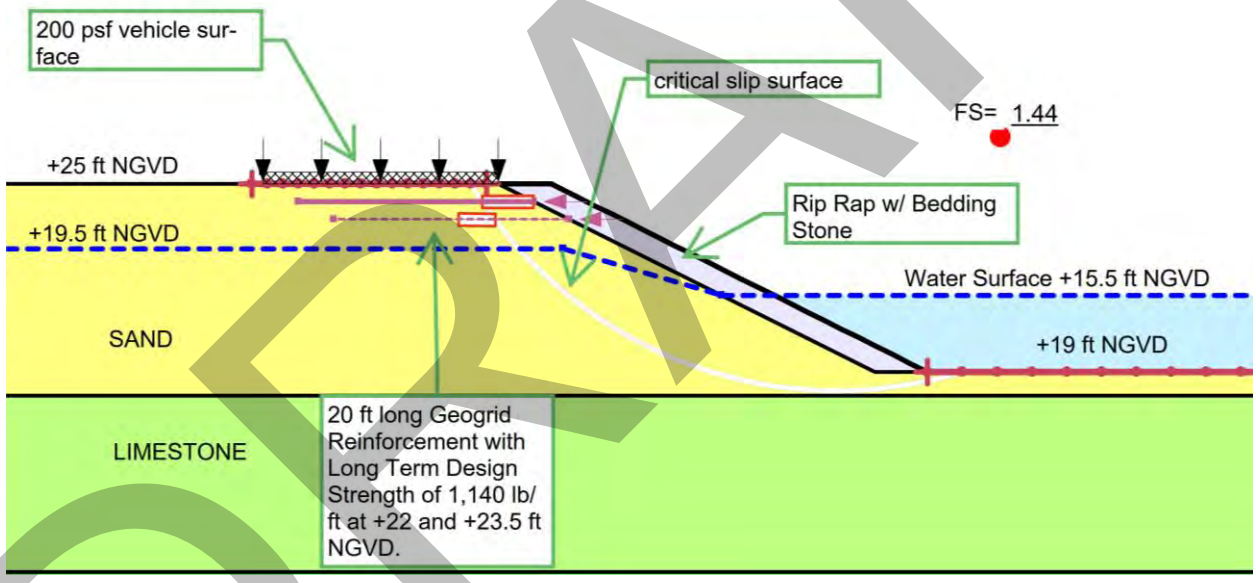


Slope Stability Analysis Results from SLOPE/W for Proposed Slope (Sheet Pile Wall not shown)

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The results above indicate a slope stability safety factor of 1.20 for the long term stability condition, which is just less than the minimum of 1.30 that we consider acceptable. Also, the sudden drawdown stability analysis result was 1.12 (figure not shown), which is less than the minimum recommended of 1.2.

As a result of the low safety factors, we evaluated a modified slope with geogrid reinforcement that would improve the safety factor. We re-analyzed the slope with two layers of 20-foot long geogrid with one layer at Elevation +22 ft NGVD and the other at +23.5 ft NGVD. The geogrid reinforcement was assigned a long-term design strength (LTDS) of 1,140 pounds per foot (Miramesh® TR 2XT or equivalent). Adding these two layers of geogrid improves the slope stability safety factor for the long term case to 1.44 (1.39 for the sudden drawdown case), which is considered acceptable (see following figure which shows the results for the long term case).



As a result of the above, we recommend the addition of the Geogrid to the planned canal bank modifications.

In lieu of geogrid reinforcement, sheet piling could be used to stabilize the canal bank. However, the predrilling needed through the limestone could potentially make this option more expensive when compared to the geogrid and also the presence of overhead electric lines could preclude this option.

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GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

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ATTACHMENTS

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EXPLORATION AND TESTING PROCEDURES

Field Exploration

Number of Borings	Boring Depth (feet)	Location
2	50	See Exploration Plan

Boring Layout and Elevations: Terracon personnel provided the boring layout. Coordinates were obtained with a handheld GPS unit (estimated horizontal accuracy of about ±10 feet) and using measurements from known reference points. The ground surface elevations at the boring locations were estimated from a topographic survey of the site.

Subsurface Exploration Procedures: We advanced the borings with a truck-mounted rotary drill rig using mud rotary procedures. Six samples were obtained in the upper 12 feet of each boring and at intervals of 3 to 10 feet (mostly 5 ft) thereafter. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration or the middle 12 inches of a 24-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. Steel casing was used with mud rotary drilling to advance the borehole between sampling intervals. We observed and recorded groundwater levels during drilling. All borings were backfilled with grout upon completion.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

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Permeability Testing: Two piezometers were installed at the site (see PZ-1 and PZ-2 on **Exploration Plan**). The piezometers were installed in 6 inch diameter boreholes and had bottom screens within the formational limestone (screen depth interval was 22 to 32 feet below grade).

Permeability testing was performed within the piezometers to estimate the hydraulic conductivity value of the formational Limestone. The constant head test was performed wherein each piezometer was filled with water and maintained at a constant head using a measured volume of water over a finite period of time. The data was then input to an equation developed by the U. S. Bureau of Reclamation, and presented by Harry Cedergren in his text "Seepage, Drainage and Flow Nets", published 1977, which is as follows:

$$k_h = \frac{q}{2\pi Lh} \log_e \frac{L}{R} \quad \text{For L greater than or = 10r}$$

Where: k_h = Horizontal permeability, feet/sec; q = Flow, cfs
L = Screen length, feet; h = Head, feet
r = Borehole radius, feet

The results of the permeability tests are provided in **Exploration Results**.

The resultant permeability values for the limestone ranged from 9 to 10 feet per day. However, based on our experience and the fact that drilling fluid circulation loss occurred within the limestone for at least one of the SPT borings, we believe that the 9 to 10 feet per day values are too low to be considered representative of the formational limestone. We attribute the low values to the small diameter piezometers missing large fissures or zones of secondary porosity within the limestone formation and therefore underpredicting the permeability of the limestone over large areas. Our experience with large scale hydraulic load testing performed in test pits within formational limestone at the A-2 Stormwater Treatment Area project located 17 miles south of Lake Okeechobee suggests much higher permeability values for the formational limestone (on the order of 1,000 feet per day for horizontal permeability).

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Laboratory Testing

The laboratory testing program included examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified the soil samples in accordance with the Unified Soil Classification System and geologic terminology, as appropriate. The project engineer reviewed the field data and assigned laboratory tests to understand the engineering properties of the various soil strata, as necessary, for this project. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D422 Standard Test Method for Particle-Size Analysis of Soils
- ASTM D 1140 Standard Test Methods for Determining the Amount of Material Finer than No. 200 Sieve in Soils by Washing

Three samples of the soils obtained from the borings were tested in the laboratory for moisture content and either full grain size distribution or fines content. Plots of the grain size distribution results are provided in **Supporting Information**. The moisture content and fines content test results are also summarized in the following table.

Laboratory Index Property Test Results Summary				
Boring	**Sample Depth (feet)**	**Soil Description with USCS classification**	**Moisture Content (%)**	**Fines Content (%)**
TB-1	8 – 10	Dark brown fine SAND with silt (SP-SM)	19	7.6
TB-1	13 – 15	Brown fine SAND (SP)	22	2.8
TB-1	38 – 40	Brown fine SAND with silt and some sand size to gravel size shell fragments (SP-SM)	18	9.1

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SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan
Exploration Plan

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SITE LOCATION

ITID M-O Canal Outfall Structure ■ Palm Beach County, Florida
December 3, 2021 ■ Terracon Project No. HD205041



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

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DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXPLORATION RESULTS

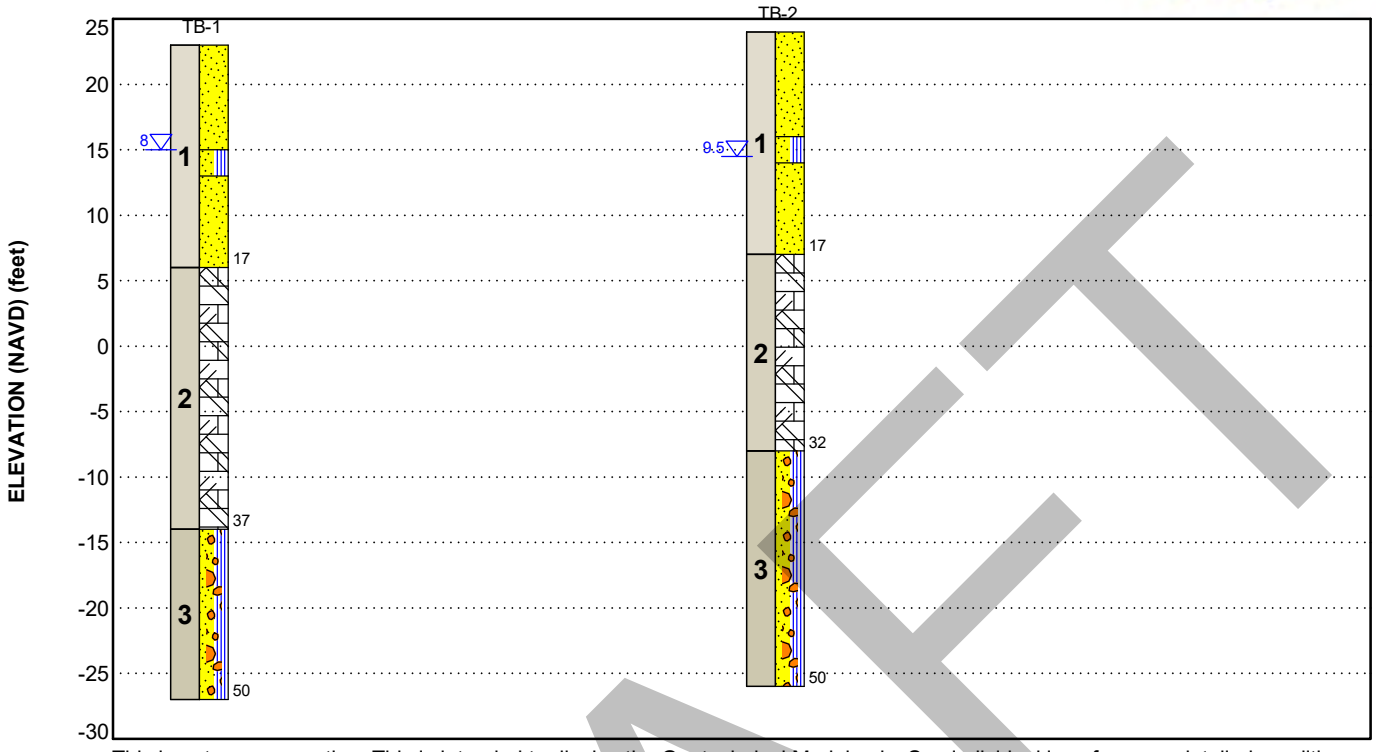
Contents:

Geomodel
Boring Logs (TB-1 and TB-2) (4 pages)

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GEOMODEL

ITID M-O Canal Outfall Structure ■ Loxahatchee, FL
Terracon Project No. HD205041



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	SURFICIAL SAND	SAND, sometimes with silt, loose to medium dense (SP, SP-SM)
2	LIMESTONE	LIMESTONE, silty, sandy with calcaerous sand lenses
3	DEEP SAND	SAND with silt, some sand size to gravel size shell fragments, loose to medium dense (SP-SM)

LEGEND

- Poorly-graded Sand
- Poorly-graded Sand with Silt
- Weathered Limestone
- Poorly-graded Sand with Silt and Gravel

▽ First Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time. Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

NOTES:
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

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BORING LOG NO. TB-1

PROJECT: ITID M-O Canal Outfall Structure

CLIENT: Stormwater J Engineering, Inc.
West Palm Beach, FL

SITE: Intersection of M-O Canal and L-8 Canal
Loxahatchee, FL

LOCATION See Exploration Plan

Latitude: 26.8154° Longitude: -80.4343°

Approximate Surface Elev.: 23 (Ft.) +/-

MODEL LAYER	DEPTH	ELEVATION (Ft.)	
1	0.0	23+/-	**SAND (SP)**, fine grained, light brown to dark brown, loose to medium dense
	8.0	15+/-	
1	8.0	15+/-	**POORLY GRADED SAND WITH SILT (SP-SM)**, fine grained, dark brown, medium dense
	10.0	13+/-	
1	10.0	13+/-	**SAND (SP)**, fine grained, light brown to dark brown, loose to medium dense
	17.0	6+/-	
2	17.0	6+/-	**LIMESTONE**, silty, sandy with calcaerous sand lenses, gray

DEPTH (Ft.)	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
0		5-5-6-6 N=11		
		12-9-8-11 N=17		
5		6-4-4-2 N=8		
		2-2-3-4 N=5		
		5-9-13-7 N=22	18.9	8
10		5-7-9-13 N=16		
		7-10-10-12 N=20	22.2	3
15				
		N=50/4		
20				
		30-50/5 N=50/5		
25				

WATER LEVEL OBSERVATIONS: ▽ Groundwater observed at 8' during drilling

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method:
Continuous spoon sampling to 10 ft
Mud Rotary Drilling Thereafter

Abandonment Method:

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan (NAVD 88).

Notes:

Terracon
1225 Omar Rd
West Palm Beach, FL

Boring Started: 11-09-2021 | Boring Completed: 11-09-2021

Drill Rig: Mobile B-57 | Driller: Travis D.

Project No.: HD205041

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THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL HD205041 ITID M-O CANAL OU.GPJ TERRACON_DATATEMPLATE.GDT 12/3/21

BORING LOG NO. TB-1

PROJECT: ITID M-O Canal Outfall Structure

CLIENT: Stormwater J Engineering, Inc.
West Palm Beach, FL

SITE: Intersection of M-O Canal and L-8 Canal
Loxahatchee, FL

LOCATION See Exploration Plan

Latitude: 26.8154° Longitude: -80.4343°

Approximate Surface Elev.: 23 (Ft.) +/-

MODEL LAYER	GRAPHIC LOG	DEPTH	ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
2			**LIMESTONE**, silty, sandy with calcaerous sand lenses, gray *(continued)*						
				30			17-50/2 N=50/2		
				35			N=50/4		
		37.0	-14+/-						
3			**SAND WITH SILT AND GRAVEL (SP-SM)**, some sand size to gravel size shell fragments, fine to coarse grained, gray, loose to medium dense	40			12-8-6-8 N=14	17.9	9
				45					
							3-4-5-3 N=9		
		50.0	-27+/-	50					
			Boring Terminated at 50 Feet						

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method:
Continuous spoon sampling to 10 ft
Mud Rotary Drilling Thereafter

Abandonment Method:

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan (NAVD 88).

Notes:

WATER LEVEL OBSERVATIONS

▽ *Groundwater observed at 8' during drilling*

Terracon
1225 Omar Rd
West Palm Beach, FL

Boring Started: 11-09-2021 | Boring Completed: 11-09-2021

Drill Rig: Mobile B-57 | Driller: Travis D.

Project No.: HD205041

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL HD205041 ITID M-O CANAL OU.GPJ TERRACON_DATATEMPLATE.GDT 12/3/21

DRAFT

BORING LOG NO. TB-2

PROJECT: ITID M-O Canal Outfall Structure

CLIENT: Stormwater J Engineering, Inc.
West Palm Beach, FL

SITE: Intersection of M-O Canal and L-8 Canal
Loxahatchee, FL

LOCATION See Exploration Plan

Latitude: 26.8152° Longitude: -80.4340°

Approximate Surface Elev.: 24 (Ft.) +/-

MODEL LAYER	DEPTH	ELEVATION (Ft.)	
1	0.0	24+/-	**SAND (SP)**, fine grained, brown, loose to medium dense
	8.0	16+/-	
			POORLY GRADED SAND WITH SILT (SP-SM), fine grained, dark brown, loose
	10.0	14+/-	
			SAND (SP), fine grained, brown, medium dense
	17.0	7+/-	
2			**LIMESTONE**, silty, sandy with calcaerous sand lenses, gray

DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
0			3-4-3-4 N=7		
			8-9-8-12 N=17		
5			14-10-9-8 N=19		
			5-5-4-4 N=9		
	▽		3-4-3-5 N=7		
10			5-7-7-9 N=14		
			5-5-5-7 N=10		
15					
			5-5-6-50/1 N=11		
20					
			8-15-9-8 N=24		
25					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method:
Continuous spoon sampling to 10 ft
Mud Rotary Drilling Thereafter

Abandonment Method:

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan (NAVD 88).

Notes:

WATER LEVEL OBSERVATIONS

▽ *Groundwater observed at 9.5' during drilling*

Terracon
1225 Omar Rd
West Palm Beach, FL

Boring Started: 11-17-2021 | Boring Completed: 11-17-2021

Drill Rig: Mobile B-57 | Driller: Travis D.

Project No.: HD205041

DRAFT

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL HD205041 ITID M-O CANAL OU.GPJ TERRACON_DATATEMPLATE.GDT 12/3/21

BORING LOG NO. TB-2

PROJECT: ITID M-O Canal Outfall Structure

CLIENT: Stormwater J Engineering, Inc.
West Palm Beach, FL

SITE: Intersection of M-O Canal and L-8 Canal
Loxahatchee, FL

LOCATION See Exploration Plan

Latitude: 26.8152° Longitude: -80.4340°

Approximate Surface Elev.: 24 (Ft.) +/-

MODEL LAYER	GRAPHIC LOG	DEPTH	ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	PERCENT FINES
2			**LIMESTONE**, silty, sandy with calcaerous sand lenses, gray *(continued)*						
				30			13-19-50/4 N=50/4		
		32.0	-8+/-						
3			**SAND WITH SILT AND GRAVEL (SP-SM)**, some sand size to gravel size shell fragments, fine to coarse grained, gray, medium dense	35			10-7-10-11 N=17		
				40			21-10-7-6 N=17		
				45			4-5-6-7 N=11		
							3-4-6-5 N=10		
		50.0	-26+/-	50					
			Boring Terminated at 50 Feet						

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method:
Continuous spoon sampling to 10 ft
Mud Rotary Drilling Thereafter

Abandonment Method:

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan (NAVD 88).

Notes:

WATER LEVEL OBSERVATIONS

▽ *Groundwater observed at 9.5' during drilling*

Terracon
1225 Omar Rd
West Palm Beach, FL

Boring Started: 11-17-2021 | Boring Completed: 11-17-2021

Drill Rig: Mobile B-57 | Driller: Travis D.

Project No.: HD205041

DRAFT

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL HD205041 ITID M-O CANAL OU.GPJ TERRACON_DATATEMPLATE.GDT 12/3/21

SUPPORTING INFORMATION

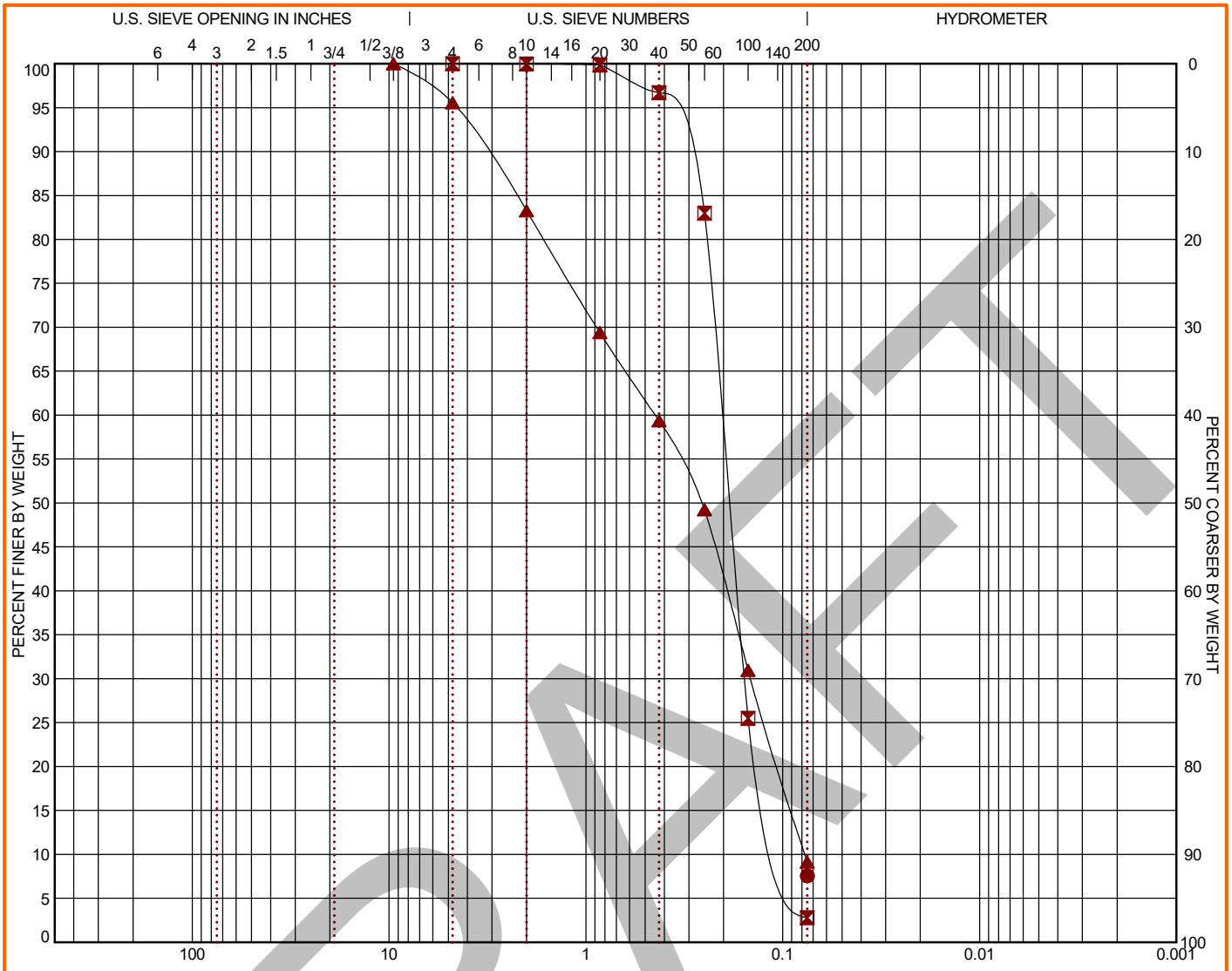
Contents:

Grain Size Distribution Graph
General Notes
Unified Soil Classification System

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GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BORING ID	DEPTH	% COBBLES	% GRAVEL	% SAND	% SILT	% FINES	% CLAY	USCS
●	TB-1	8 - 10					7.6		SP-SM
⊠	TB-1	13 - 15	0.0	0.0	97.2		2.8		SP
▲	TB-1	38 - 40	0.0	4.4	86.4		9.1		SP-SM

GRAIN SIZE	●	⊠	▲
D_{60}		0.204	0.445
D_{30}		0.156	0.146
D_{10}		0.093	0.077

COEFFICIENTS	●	⊠	▲
C_C		1.28	0.62
C_U		2.18	5.77

●		⊠		▲	
Sieve	% Finer	Sieve	% Finer	Sieve	% Finer
#200	7.56	#4	100.0	3/8"	100.0
		#10	99.97	#4	95.56
		#20	99.86	#10	83.26
		#40	96.7	#20	69.39
		#60	82.99	#40	59.35
		#100	25.49	#60	49.24
		#200	2.79	#100	30.96
				#200	9.14

SOIL DESCRIPTION	
●	SAND WITH SILT (SP-SM)
⊠	POORLY GRADED SAND (SP)
▲	SAND WITH SILT & SHELL (SP-SM)

REMARKS	
●	
⊠	
▲	

PROJECT: ITID M-O Canal Outfall Structure

PROJECT NUMBER: HD205041

SITE: Intersection of M-O Canal and L-8 Canal
Loxahatchee, FL

Terracon
1225 Omar Rd
West Palm Beach, FL

CLIENT: Stormwater J Engineering, Inc.
West Palm Beach, FL

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LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS 1 HD205041 ITID M-O CANAL OU.GPJ TERRACON_DATATEMPLATE.GDT 11/30/21

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

SAMPLING

- Auger Cuttings
- Rock Core
- Grab Sample
- No Recovery
- Shelby Tube
- Standard Penetration Test

WATER LEVEL

- **Water Initially Encountered**
- **Water Level After a Specified Period of Time**
- **Water Level After a Specified Period of Time**

Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.

FIELD TESTS

(HP)	Hand Penetrometer
(T)	Torvane
(DCP)	Dynamic Cone Penetrometer
(PID)	Photo-Ionization Detector
(OVA)	Organic Vapor Analyzer

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Descriptive Term (Density)	**Standard Penetration or N-Value Blows/Ft.**	**Descriptive Term (Consistency)**	**Unconfined Compressive Strength Qu, (psf)**	**Standard Penetration or N-Value Blows/Ft.**
Very Loose	0 - 3	Very Soft	less than 500	0 - 1
Loose	4 - 9	Soft	500 to 1,000	2 - 4
Medium Dense	10 - 29	Medium Stiff	1,000 to 2,000	4 - 8
Dense	30 - 50	Stiff	2,000 to 4,000	8 - 15
Very Dense	> 50	Very Stiff	4,000 to 8,000	15 - 30
		Hard	> 8,000	> 30

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm
Silt or Clay	Passing #200 sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

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Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A]					Soil Classification	
					Group Symbol	Group Name [B]
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	**Gravels:** More than 50% of coarse fraction retained on No. 4 sieve	**Clean Gravels:** Less than 5% fines [C]	$Cu \geq 4$ and $1 \leq Cc \leq 3$ [E]		GW	Well-graded gravel [F]
			$Cu < 4$ and/or [Cc<1 or Cc>3.0] [E]		GP	Poorly graded gravel [F]
		Gravels with Fines: More than 12% fines [C]	Fines classify as ML or MH		GM	Silty gravel [F, G, H]
			Fines classify as CL or CH		GC	Clayey gravel [F, G, H]
	Sands: 50% or more of coarse fraction passes No. 4 sieve	**Clean Sands:** Less than 5% fines [D]	$Cu \geq 6$ and $1 \leq Cc \leq 3$ [E]		SW	Well-graded sand [I]
			$Cu < 6$ and/or [Cc<1 or Cc>3.0] [E]		SP	Poorly graded sand [I]
		Sands with Fines: More than 12% fines [D]	Fines classify as ML or MH		SM	Silty sand [G, H, I]
			Fines classify as CL or CH		SC	Clayey sand [G, H, I]
Fine-Grained Soils: 50% or more passes the No. 200 sieve	**Silts and Clays:** Liquid limit less than 50	**Inorganic:**	PI > 7 and plots on or above "A"		CL	Lean clay [K, L, M]
			PI < 4 or plots below "A" line [J]		ML	Silt [K, L, M]
		Organic:	Liquid limit - oven dried / Liquid limit - not dried	< 0.75	OL	Organic clay [K, L, M, N] / Organic silt [K, L, M, O]
	Silts and Clays: Liquid limit 50 or more	**Inorganic:**	PI plots on or above "A" line		CH	Fat clay [K, L, M]
			PI plots below "A" line		MH	Elastic Silt [K, L, M]
		Organic:	Liquid limit - oven dried / Liquid limit - not dried	< 0.75	OH	Organic clay [K, L, M, P] / Organic silt [K, L, M, Q]
Highly organic soils:	Primarily organic matter, dark in color, and organic odor				PT	Peat

[A] Based on the material passing the 3-inch (75-mm) sieve.

[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

[E] $Cu = D_{60}/D_{10}$ $\quad Cc = \dfrac{(D_{30})^2}{D_{10} \times D_{60}}$

[F] If soil contains ≥ 15% sand, add "with sand" to group name.

[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[H] If fines are organic, add "with organic fines" to group name.

[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

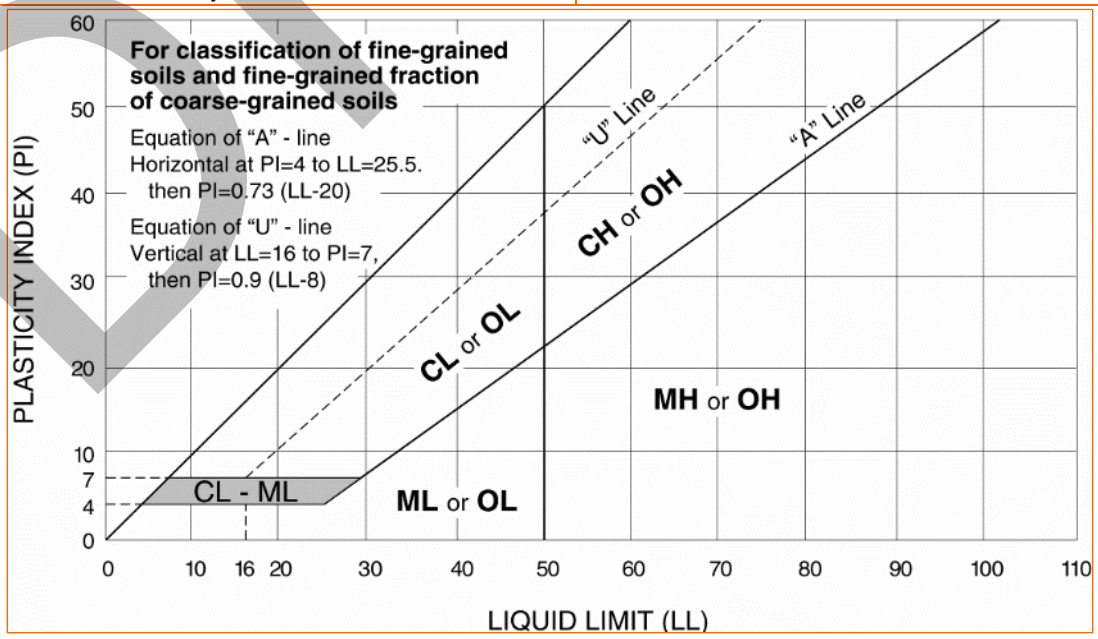
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N] PI ≥ 4 and plots on or above "A" line.

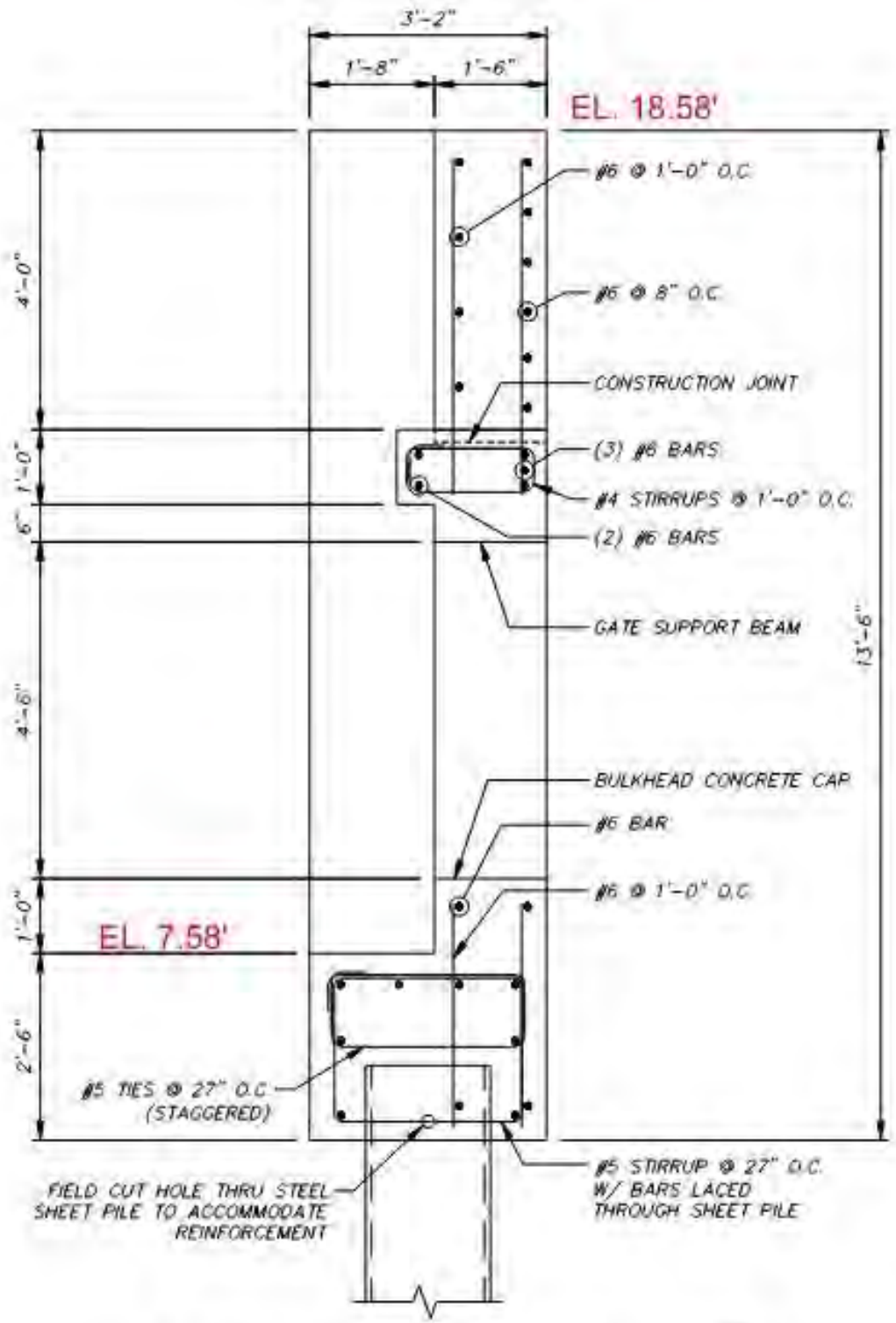
[O] PI < 4 or plots below "A" line.

[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.



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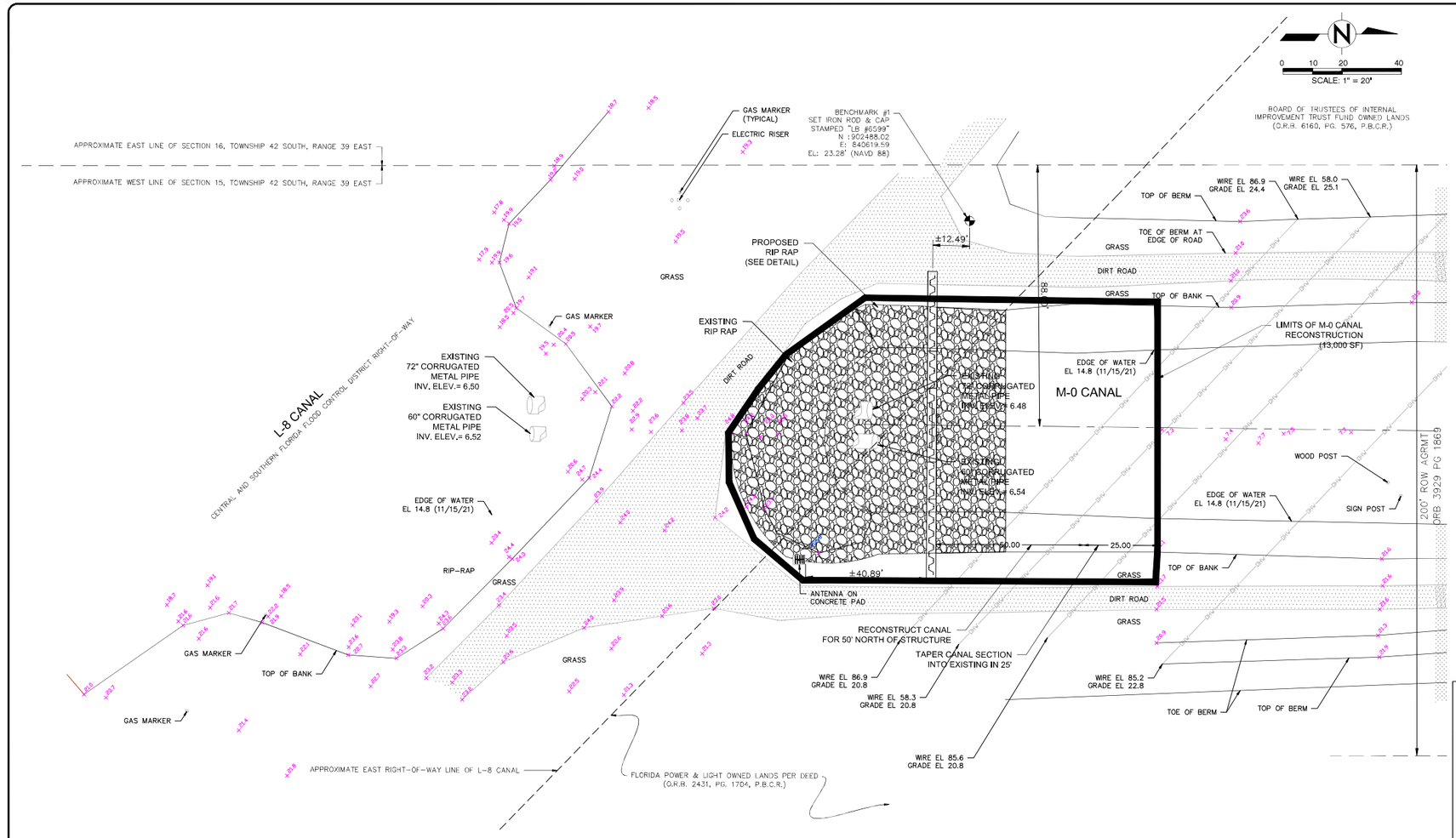
GATE SUPPORT SECTION E

SCALE: 1/2"=1'-0"

S3 | S4

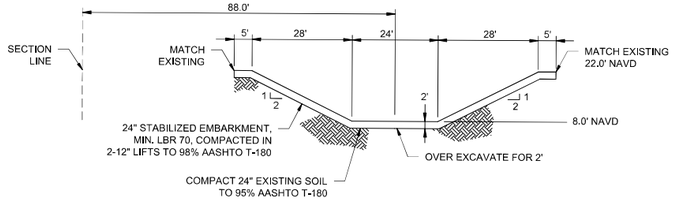
Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

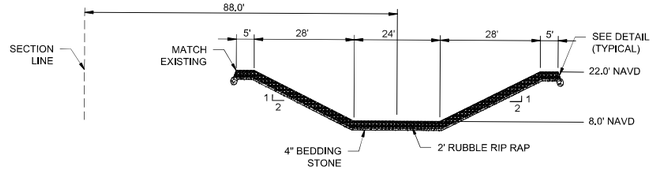


GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.



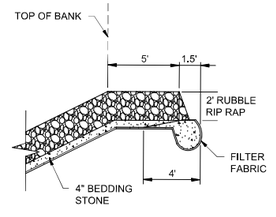
CANAL SECTION
(LOOKING NORTH)
NORTH OF STRUCTURE



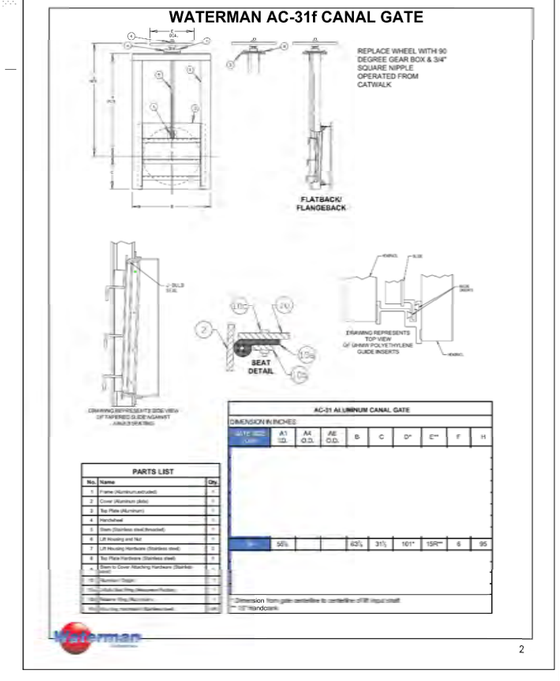
NOTES:

1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTIONS 530-3.2 & 530-3.3 OF THE FDOT SPECIFICATIONS. THE AREAS TO RECEIVE RIP RAP SHALL BE LINED WITH FILTER FABRIC AND 4 INCHES OF BEDDING STONE. ROCK RUBBLE SHALL BE PLACED IN 2 LAYERS FOR A TOTAL DEPTH OF 24" TO PRODUCE A REASONABLY WELL GRADED MASS OF STONE WITH THE MINIMUM PRACTICAL PERCENTAGE OF VOIDS.
2. THE ROCK RUBBLE SHALL BE BROKEN STONE CONFORMING TO SECTION 530-2.2.2 OR 530-2.2.1 (WITH WRITTEN PRIOR APPROVAL) OF THE FDOT SPECIFICATIONS. BROKEN CONCRETE SHALL NOT BE ALLOWED.
3. THE BEDDING STONE SHALL CONFORM TO SECTION 530-2.2.4 OF THE FDOT SPEFICATIONS.
4. THE FILTER FABRIC MATERIALS SHALL CONFORM TO SECTION 985 OF THE FDOT SPEFICATIONS FOR CLASS 3 FABRIC. INSTALLATIONS SHALL CONFORM TO SECTION 514-4, FDOT SPEFICATIONS.
5. EXISTING RUBBLE RIP RAP CAN BE REUSED IF IT MEETS THE REQUIREMENTS AS SPECIFIED ABOVE.

CANAL SECTION
(LOOKING NORTH)
SOUTH OF STRUCTURE



BEDDING STONE AND FILTER FABRIC



No.	DATE	REMARKS	BY
6	8/6/25	DCE FAI - RIP RAP SPEC	JGF
5	8/4/25	DCE FAI - Add Notes	JGF
4	8/4/25	EPRMD FROM FAI - Remove Trip Rip Rap Detail	JGF
3	8/4/25	EPRMD FROM FAI	JGF
2	8/4/25	EPRMD FROM FAI	JGF
1	7/9/25	EPRMD DRP FAI	JGF

STORMWATER ENGINEERING, INC.

Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-3028 • Fax (561)242-0109 • stormwater@gmail.com

CIVIL SITE PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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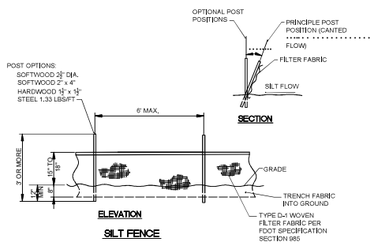
	DATE	BY
DRAWN	6/27/2022	PL
CHECKED (1)		
CHECKED (2)		JGF
PROJECT MANAGER		

SHEET NO. 1 / 2

JOB NO. 91084.006

9108406 Civil Site Plan.dwg
8/31/2025 9:58 AM
SJE-cey





GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
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4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.
5. SOD DISTURBED AREAS WITH BAHIA GRASS.

Always call 811 two full business days before you dig to have underground utilities located and marked.

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REVISIONS

NO.	DATE	REMARKS	BY
1	8/4/22	Add Pipe Balloon Plugs, Delete Coffer Dam	JGF

STORMWATER ENGINEERING, INC.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-3028 • Fax (561)242-0109 • stormwater@gmail.com

POLLUTION PREVENTION PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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Jay C. Fox, P.E.
License # 72053
C.A. 00029464

DATE	7/31/2022
DRAWN	JGF
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	JGF
SHEET NO.	2
OF	2
JOB NO.	91084.006

S:\Eng-Jay\91084.006 Pollution Control Plan.dwg 8/4/2022 10:39 AM

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BLVD
JACKSONVILLE, FL 32207-8175

December 5, 2025

SUBJECT: Regarding parcel 00394213000005000 in PALM BEACH County, FL

INDIAN TRAIL IMPROVEMENT DISTRICT
13476 61ST ST N
WEST PALM BEACH, FL 33412

Dear Property Owner:

This letter advises you that the property listed above is located on property that has been identified as being eligible under the Department of Defense's Formerly Used Defense Sites Environmental Restoration Program. The Formerly Used Defense Sites property name and project property identification number are GLADE CREST AIR-TO-GROUND BOMB RANGE FUDS PROPERTY, ATG/BOMBING RANGE, and I04FL105501.

Congress established the Department of Defense's Formerly Used Defense Sites Program as part of the Defense Environmental Restoration Program to address properties formerly owned by, leased to, or otherwise possessed by the Department of Defense that may contain environmental contamination or military munitions resulting from past Department of Defense-related activities. The Department of Defense has assigned the Army responsibility for the Formerly Used Defense Sites Program, and the U.S. Army Corps of Engineers executes this program on behalf of the Army and Department of Defense. The U.S. Army Corps of Engineers is responsible for identifying, investigating and, when necessary, conducting an appropriate response to address such contamination or military munitions at approximately 5,400 Formerly Used Defense Sites across the country.

Available information indicates military munitions may be present on or near your property as a result of past munitions-related activities that the Department of Defense conducted on this Formerly Used Defense Sites property. More specific information is enclosed. Should military munitions remain on this Formerly Used Defense Sites property, they are most likely below the ground surface; however, there is a possibility that some may have become partially or fully exposed. If present, these military munitions may pose an explosive hazard to you, your family, other property users, or the public. The Army recommends you share the enclosed information with those who use your property, including those who lease or rent your property.

RECEIVED
DEC 09 2025

Document ID: I04FL105501-01-16D23C86D1DA

To protect yourself, your family, and other property users, please review the enclosed explosive safety education materials, be aware of the potential hazards present, and follow the 3Rs of explosive safety: **Recognize** when you may have encountered a munition, and that munitions are dangerous; **Retreat**, do not approach, touch, move or disturb it, but carefully leave the area; and **Report**, call 911 and advise the police of what you saw and where you saw it. Local law enforcement will arrange for Department of Defense Explosive Ordnance Disposal or police bomb squad personnel to remove and destroy it. Learn more about munitions and explosives safety at https://3Rs.mil.

The Army is committed to investigating and, when determined necessary, conducting an appropriate environmental response at Formerly Used Defense Sites properties. The U.S. Army Corps of Engineers will coordinate its investigation with the appropriate regulators and determine whether an environmental response may be required at this Formerly Used Defense Sites property. The U.S. Army Corps of Engineers will seek your approval prior to conducting response activities, including an investigation, if determined necessary on your property. However, because of the large number of Formerly Used Defense Sites it may be some time before the U.S. Army Corps of Engineers is able to investigate this Formerly Used Defense Sites property further to determine whether military munitions are present and a response is required.

If you have any questions about the Formerly Used Defense Sites Program or explosives safety, please contact our toll free information center, 1-855-765-FUDS (3837). Additional information on the Formerly Used Defense Sites Program can be found at www.fuds.mil.

Sincerely,

Howard Gonzales Jr.

Howard (Howie) Gonzales, Jr.
Deputy District Engineer
for Programs and Project Management

Enclosure

RECEIVED
DEC 09 2025
By

Document ID: I04FL105501-01-16D23C86D1DA

Introduction

The purpose of this guide is to provide information about the military training activities that took place at the former Glade Crest Air-to-Ground Bomb Range and to raise awareness of the explosive hazards that may exist at the property.

The former Glade Crest Air-to-Ground Bomb Range was used between 1943 and 1945 as an air-to-ground gunnery and practice bombing range by the Eastern Technical Command stationed at the former Boca Raton Army Airfield. An area associated with the former Glade Crest Air-to-Ground Bomb Range, known as ATG/Bombing Range, has been identified through historical research and site visits as having potential explosive hazards. The munitions known or suspected to have been used at the range include practice bombs with spotting charges, medium caliber practice munitions and small arms ammunition.

The ATG/Bombing Range is located approximately 5 miles northwest of the city of Westlake, in Palm Beach County, Florida. The land is publicly and privately owned, and used for agricultural purposes and as a canal. A portion of the area is managed as part of the J.W. Corbett Wildlife Management Area.

Because explosive hazards associated with military munitions from past military training may remain at the ATG/Bombing Range, the U.S. Army Corps of Engineers recommends that landowners and visitors follow the **3Rs of Explosives Safety – Recognize, Retreat and Report.**



Example of a medium caliber practice munition

Former Glade Crest Air-to-Ground Bomb Range

For More Information

US Army Corps of Engineers.

The U.S. Army Corps of Engineers is responsible for identifying, investigating and, when necessary, conducting an appropriate response to address contamination and military munitions resulting from past Department of Defense activities at Formerly Used Defense Sites, also referred to as FUDS.

For information about the former Glade Crest Air-to-Ground Bomb Range, contact the FUDS Information Center by calling the toll-free number 1-855-765-FUDS (3837). For general information about the FUDS Program, visit www.fuds.mil.

Follow the 3Rs of Explosives Safety

Recognize
Retreat
Report

Visit the U.S. Army's Explosives Safety Education website: https://3Rs.mil

3Rs Safety Guide

Former Glade Crest Air-to-Ground Bomb Range

Florida
Palm Beach County



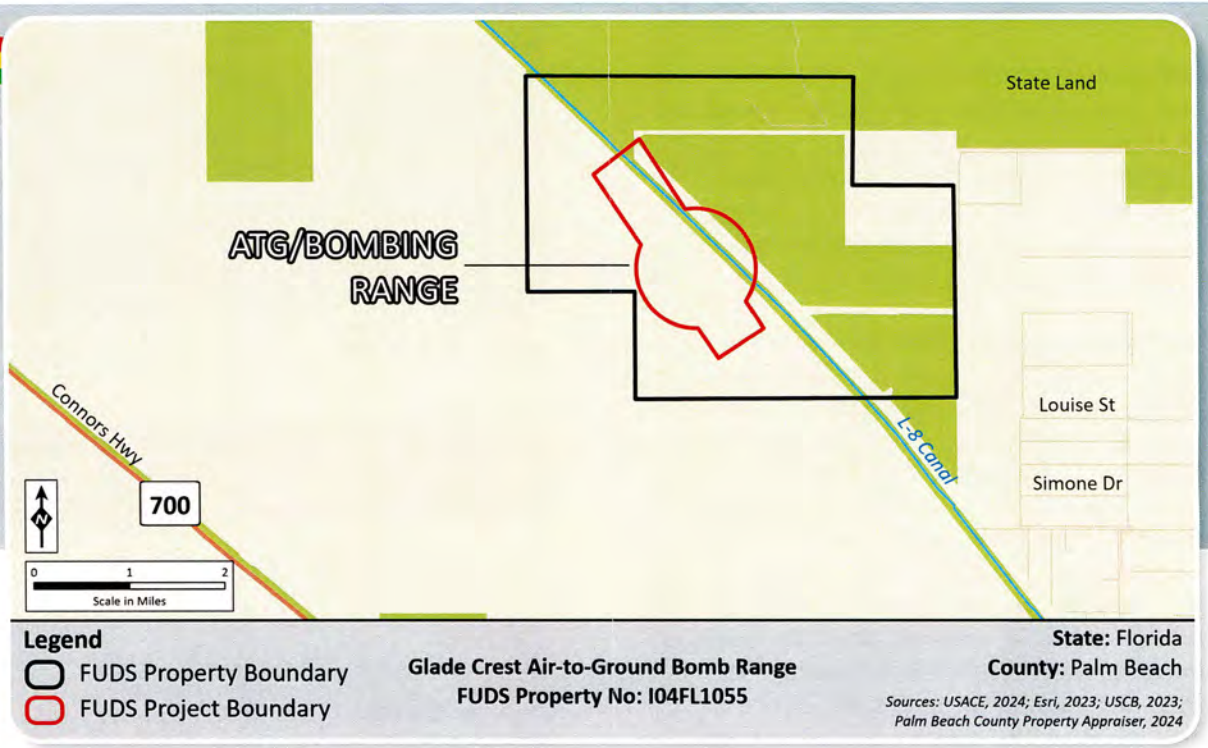
ATG/Bombing Range

U.S. ARMY
US Army Corps of Engineers.
Recognize Retreat Report



Source: U.S. Air Force

Flight line at the former Boca Raton Army Airfield, 1944



Frequently Asked Questions

Q: *What types of potential hazards exist?*

A: Military munitions, such as practice bombs with spotting charges, medium caliber practice munitions and small arms ammunition, are known or suspected to have been used at the ATG/Bombing Range. The U.S. Army Corps of Engineers is unable to rule out the presence of munitions that may pose an explosive hazard.

Q: *What do I do if I suspect I may have come across a military munition?*

A: If you suspect you may have come across a military munition, the best way to ensure your safety is to follow the 3Rs of Explosives Safety: Recognize – when you may have encountered a munition, and that munitions are dangerous; Retreat – do not approach, touch, move or disturb it, but carefully leave the area; and Report – call **911** and advise the police of what you saw and where you saw it.

Q: *What are the findings of the work that the government has completed?*

A: Based on historical research and site inspections, military munitions are known or suspected to have been used at this range, and some munitions may remain on the property. The U.S. Army Corps of Engineers has determined that further investigation is required for the ATG/Bombing Range at the former Glade Crest Air-to-Ground Bomb Range.

Q: *What will be done next?*

A: The U.S. Army Corps of Engineers will make explosives safety education material that is based on the 3Rs available to landowners and the community. Additionally, it will coordinate with landowners as it plans required response activities.

Q: *Where can I get more information?*

A: For more information, call the Formerly Used Defense Sites Information Center toll-free number 1-855-765-FUDS (3837) or select the GIS Tool on the Interim Risk Management page at www.fuds.mil. Learn more about munitions and explosives safety at https://3Rs.mil.

Follow the 3Rs of Explosives Safety

Recognize
when you may have encountered a munition, and that munitions are dangerous.

Retreat
do not approach, touch, move or disturb it, but carefully leave the area.

Report
call **911** and advise the police of what you saw and where you saw it.

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID (ITB-001-0-2026/SC)
FOR

M-0 Canal Outfall Structure

ADDENDUM NO. 2

Date: December 23, 2025

To: All Prospective Bidders

This Addendum Number 2 forms a part of the bidding and contract documents.

The Bid Opening Date has been changed to **Thursday, January 15, 2026, at 1:00 PM.** Bid opening location will remain the same (District Administration Building, 13476 61st Street N., West Palm Beach, FL 33412), Bid opening will be recorded.

NO OTHER CHANGES ARE MADE IN THE ITB DOCUMENTS.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID SUBMITTAL FORM 410, ARTICLE 3.01.A. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION

END OF ADDENDUM No. 2

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID (ITB-001-0-2026/SC)
FOR

M-0 Canal Outfall Structure

ADDENDUM NO. 3

Date: December 30, 2025

To: All Prospective Bidders

This Addendum Number 3 forms a part of the bidding and contract documents.

To Clarify, the attached Plans are the **only** plans to be used for this project.

To Clarify, the Bid Opening Date is **Thursday, January 15, 2026, at 1:00 PM.** Bid opening location will remain the same (District Administration Building, 13476 61st Street N., West Palm Beach, FL 33412), Bid opening will be recorded.

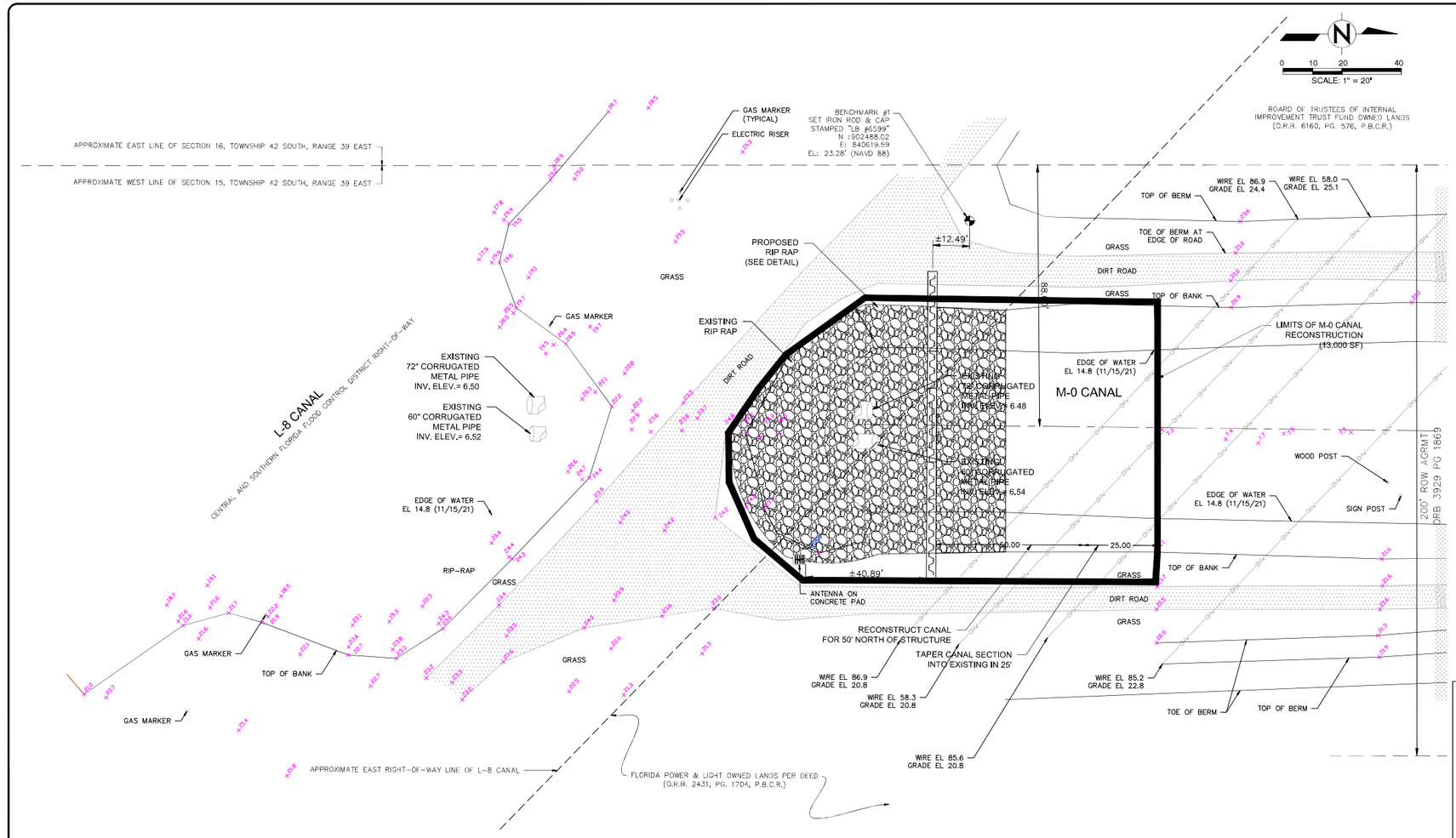
NO OTHER CHANGES ARE MADE IN THE ITB DOCUMENTS.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID SUBMITTAL FORM 410, ARTICLE 3.01.A. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION

END OF ADDENDUM No. 3

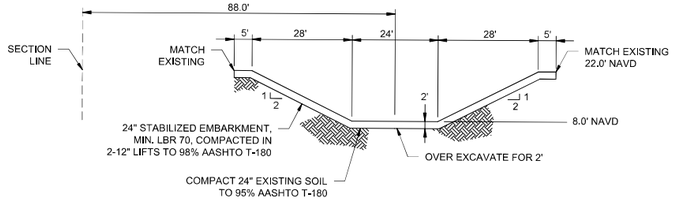
Always call 811 two full business days before you dig to have underground utilities located and marked.

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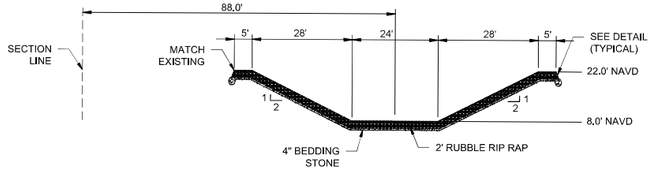


GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.



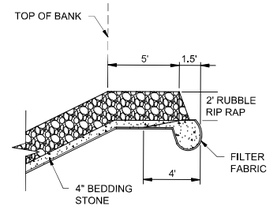
CANAL SECTION
(LOOKING NORTH)
NORTH OF STRUCTURE



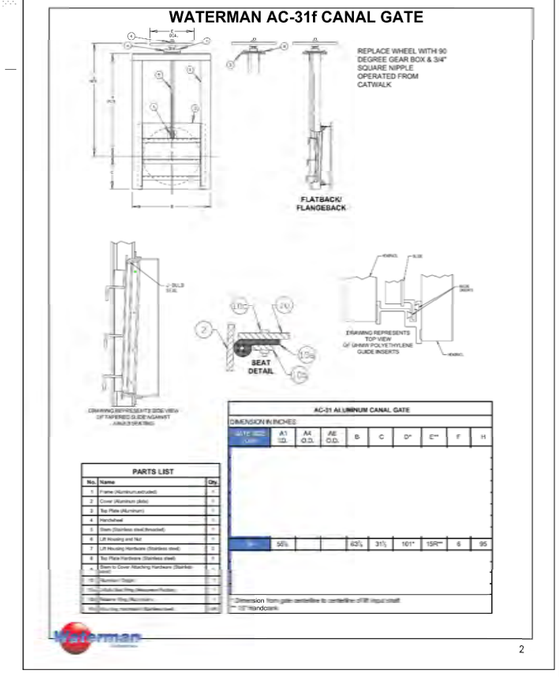
NOTES:

1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTIONS 530-3.2 & 530-3.3 OF THE FDOT SPECIFICATIONS. THE AREAS TO RECEIVE RIP RAP SHALL BE LINED WITH FILTER FABRIC AND 4 INCHES OF BEDDING STONE. ROCK RUBBLE SHALL BE PLACED IN 2 LAYERS FOR A TOTAL DEPTH OF 24" TO PRODUCE A REASONABLY WELL GRADED MASS OF STONE WITH THE MINIMUM PRACTICAL PERCENTAGE OF VOIDS.
2. THE ROCK RUBBLE SHALL BE BROKEN STONE CONFORMING TO SECTION 530-2.2.2 OR 530-2.2.1 (WITH WRITTEN PRIOR APPROVAL) OF THE FDOT SPECIFICATIONS. BROKEN CONCRETE SHALL NOT BE ALLOWED.
3. THE BEDDING STONE SHALL CONFORM TO SECTION 530-2.2.4 OF THE FDOT SPEFICATIONS.
4. THE FILTER FABRIC MATERIALS SHALL CONFORM TO SECTION 985 OF THE FDOT SPEFICATIONS FOR CLASS 3 FABRIC. INSTALLATIONS SHALL CONFORM TO SECTION 514-4, FDOT SPEFICATIONS.
5. EXISTING RUBBLE RIP RAP CAN BE REUSED IF IT MEETS THE REQUIREMENTS AS SPECIFIED ABOVE.

CANAL SECTION
(LOOKING NORTH)
SOUTH OF STRUCTURE



BEDDING STONE AND FILTER FABRIC



REVISIONS

NO	DATE	REMARKS	BY
6	8/6/25	DCE FAI - RIP RAP SPEC	JGF
5	6/4/25	DCE FAI - Add Notes	JGF
4	5/14/25	SFWMD FROM FAI - Remove Trip Rip Rap Detail	JGF
3	5/14/25	SFWMD FROM FAI	JGF
2	5/6/25	SFWMD FROM FAI	JGF
1	7/9/22	SFWMD DEP FAI	JGF

STORMWATER ENGINEERING, INC.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-3028 • Fax (561)242-0109 • stormwater@gmail.com

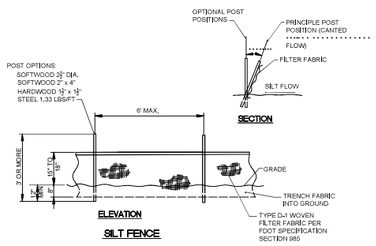
CIVIL SITE PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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DATE	6/27/2022
DRAWN	PL
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	JGF
SHEET NO.	1 2
JOB NO.	91084.006

8/31/2025 9:58 AM
91084.006 Civil Site Plan.dwg
SIE-1-dsy





GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. DATUM CONVERSION : 0.00 NAVD88 = 1.42 NGVD29
2. TOPOGRAPHIC SURVEY PERFORMED BY DENNIS LEAVY AND ASSOCIATES, INC., ROYAL PALM BEACH, FLORIDA. DATE : OCTOBER 2021.
3. NO WORK OR STAGING IS ALLOWED OUTSIDE OF THE LIMITS OF CONSTRUCTION OR IN EXISTING WETLANDS.
4. EXISTING AREA TO BE LEFT IN EQUAL OR BETTER CONDITION AFTER CONSTRUCTION.
5. SOD DISTURBED AREAS WITH BAHIA GRASS.

Always call 811 two full business days before you dig to have underground utilities located and marked.

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REVISIONS				
NO.	DATE	REMARKS	BY	
1	8/4/22	Add Pipe Balloon Plugs, Dobie Collar Dam	JGF	

STORMWATER ENGINEERING, INC.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-3028 • Fax (561)242-0109 • stormwater@gmail.com

POLLUTION PREVENTION PLAN
INDIAN TRAIL IMPROVEMENT DISTRICT
M-0 OUTFALL CANAL STRUCTURE

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Jay C. Fox, P.E.
License # 72053

DATE	7/31/2022
DRAWN	JGF
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	JGF
SHEET NO.	2
OF SHEETS	2
JOB NO.	91084.006

8/4/2022 10:39 AM 91084.006 Pollution Control Plan.dwg
Sites-Jay

GENERAL NOTES

1. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL DRAWINGS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE GOVERNING BUILDING CODE.
2. CONSTRUCTION IS TO COMPLY WITH THE REQUIREMENTS OF THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
3. SPECIAL CARE SHALL BE TAKEN TO PROVIDE ADEQUATE VERTICAL AND HORIZONTAL SHORING TO SUPPORT ALL CONSTRUCTION LOADS.
4. SOURCE OF TOPOGRAPHIC SURVEY: DENNIS J. LEAVY & ASSOCIATES, INC.
5. THE WALL DESIGNS IN THESE PLANS IS BASED ON INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT PREPARED BY TERRACON CONSULTANTS, INC.
6. SELECT EMBANKMENT SHALL BE USED TO BACKFILL BEHIND NEW BULKHEAD WALL AS DIRECTED IN THE PLANS. FILL SHALL BE PLACED TO AN ELEVATION OF 1' ABOVE WATER ELEVATION IN LOW TIDE CONDITIONS AND THEN COMPACTED IN 12" LIFTS UP TO FINAL GRADE. COMPACTION SHALL BE PERFORMED BY USE OF VIBRATING PLATE COMPACTOR. MECHANICAL ROLLERS SHALL NOT BE USED. ADJACENT TO THE WALL COMPACTION SHALL BE ACCOMPLISHED AFTER DEADMAN AND ANCHOR RODS ARE IN PLACE AND BEFORE CAP IS CAST.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2017).
8. SHOP DRAWINGS AND SPECIFICATIONS TO BE PROVIDED TO ENGINEER FOR REVIEW AND APPROVAL.
9. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556, FLORIDA STATUTES AND FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND PIPELINES.
10. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITY LINES, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES CAUSED BY HIS OPERATIONS.
11. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
12. ALL CONSTRUCTION STAKE-OUT IS THE RESPONSIBILITY OF THE CONTRACTOR AND ALL ASSOCIATED COSTS ARE TO BE CONSIDERED INCIDENTAL TO CONSTRUCTION OF THE SPECIFIC ITEM CONSTRUCTED.
13. THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN NOR FOR ANY FACILITY NOT SHOWN. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE UTILITY SUPPLIER OF THE UTILITY CONFLICTS AND THE UTILITY ADJUSTMENTS AS REQUIRED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES.
16. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE ENGINEER OF RECORD.
17. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.
18. AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD.
19. CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.
20. ALL VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA AT THE CONTRACTORS EXPENSE.
21. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
22. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
23. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THE R/W WHERE THE PROJECT IS CONSTRUCTED.
24. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
25. CONTRACTOR SHALL MONITOR AND PROHIBIT THE DEFACING OF FRESHLY PLACED CONCRETE SURFACES. ANY CONCRETE SURFACES DEFACED SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
26. CLEARING AND GRUBBING SHALL INCLUDE REMOVAL OF ALL VEGETATION WITHIN SITE AS REQUIRED TO CONSTRUCT THE REQUIRED IMPROVEMENTS.
27. PROJECT SITE SAFETY:
    A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
    B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
    C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
28. SIX (6) COPIES OF ALL SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIAL SUBSTITUTIONS MUST BE APPROVED PRIOR TO DELIVERY TO THE SITE.
29. IN THE EVENT DE-WATERING IS REQUIRED, THE CONTRACTOR IS TO OBTAIN THE PERMIT FROM THE REQUIRED AGENCIES.
30. CONTRACTOR TO RESTORE ALL AREAS DISTURBED DURING CONSTRUCTION TO EXISTING CONDITION.
31. VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES.
32. NO OPENINGS OR PENETRATIONS, OTHER THAN THOSE SHOWN ON THE DWG'S, SHALL BE MADE WITHOUT THE ENGINEER'S APPROVAL.
33. THE STRUCTURE HAS BEEN DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE WALL IS COMPLETE. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE VARIOUS WALLS AND THEIR COMPONENTS DURING ERECTION.
34. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWING SHALL APPLY TO ALL SITUATIONS OCCURING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. THE APPLICABILITY OF THE DETAIL TO ITS LOCATION ON THE PLANS CAN BE DETERMINED BY THE TITLE OF DETAIL. SUCH DETAILS SHALL APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE DETERMINED BY THE ENGINEER OF RECORD.
35. PRIOR TO SHOP DRAWING PREPARATION, THE GENERAL CONTRACTOR IS TO INVESTIGATE AND VERIFY ACTUAL FIELD CONDITIONS, EXPOSED OR CONCEALED AND TAKE INTO ACCOUNT ANY POSSIBLE CONSTRUCTION INTERFERENCES AND RELOCATIONS OF, BUT NOT LIMITED TO STRUCTURES, EQUIPMENT, UTILITIES CABLES, DUCT LINES, PIPING, DRAIN LINES, ETC.

DESIGN DATA

1. THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020 EDITION
2. LOADS USED IN ANALYSIS OF THE WALLS:
    a. SATURATED SOIL UNIT WEIGHT: 113 LBS./CU. FT.
    b. SUBMERGED SOIL UNIT WEIGHT: 56 LBS./CU. FT.
    c. SOIL ACTIVE PRESSURE COEFFICIENT: Ka=0.32
    c. SOIL PASSIVE PRESSURE COEFFICIENT: Kp=3.12
    d. LIVE LOAD SURCHARGE ADJACENT TO WALL: 100 LBS./SQ. FT.
    e. LIVE LOAD ON PLATFORM : 100 LBS./SQ. FT.
    f. CONCRETE UNIT WEIGHT : 150 LBS./CU. FT.

REINFORCED CONCRETE

1. REINFORCEMENT SHALL BE WELL DETAILED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF STANDARD PRACTICE (ACI – 315) UNLESS OTHERWISE NOTED.
2. THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CAPS. CONSTRUCTION JOINTS SHALL BE PERMITTED ONLY AT THE LOCATIONS IDENTIFIED IN PLANS.
3. REINFORCEMENT SHALL BE CAREFULLY PLACED, RIGIDLY SUPPORTED, AND WELL TIED WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE MANUAL OF STANDARD PRACTICE (ACI – 315).
4. MIXING, TRANSPORTING AND PLACING OF CONCRETE SHALL CONFORM TO THE LATEST EDITION OF THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301).
5. STRUCTURAL CONCRETE SHALL CONFORM TO ACI 301 SPECIFICATIONS, AND SHALL DEVELOP THE FOLLOWING MINIMUM COMPRESSIVE STRENGTHS AT 28 DAYS, AS WELL AS OTHER PROPERTIES SPECIFIED IN THESE DOCUMENTS. SEE SPECIFICATIONS FOR ADDITIONAL DESIGN MIX REQUIREMENTS.

   CAST-IN-PLACE CONCRETE: 3,400 PSI (FDOT CLASS II)

6. CONCRETE SHALL BE READY-MIX, REGULAR WEIGHT FOR ALL STRUCTURAL USES, WITH MINIMUM DRY DENSITY OF 145 LBS. PER CUBIC FOOT.
7. CHAMFER ALL EXPOSED CONCRETE EDGES 3/4" – UNLESS NOTED OTHERWISE.
8. REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND INSTALLED IN ACCORDANCE WITH ACI 318 (LATEST EDITION) AND ACI DETAILING MANUAL, ACI 315 (LATEST EDITION).
9. REINFORCING STEEL SHALL BE NEW, DEFORMED BARS, FREE OF RUST, SCALE AND OIL, CONFORMING TO ASTM A-615, GRADE 60 WITH A MINIMUM YIELD STRENGTH = 60,000 PSI, UNLESS OTHERWISE SHOWN.
10. PROVIDE CONTINUOUS REINFORCEMENT WITH ACI CLASS "B" LAP SPLICES, OR AS NOTED OTHERWISE. IN THE CAPS, LAP CONTINUOUS BOTTOM STEEL OVER SUPPORTS AND CONTINUOUS TOP STEEL AT MID SPAN, UNLESS NOTED OTHERWISE.
11. PROVIDE THE FOLLOWING MINIMUM CONCRETE COVERAGE OVER REINFORCING UNLESS NOTED OTHERWISE:

    CAST-IN-PLACE CONCRETE (FORMED SURFACES) TOP, BOTTOM, SIDES AND ENDS: 4"

    CAST-IN-PLACE CONCRETE (CAST AGAINST EARTH): 4"

12. ALL EMBEDDED ITEMS SHALL BE SECURELY FIXED AND MAINTAINED IN POSITION PRIOR TO AND DURING CONCRETE PLACEMENT.
13. PROVIDE REINFORCEMENT SPLICES AS INDICATED BELOW IN CONFORMANCE WITH AN ACI CLASS B TENSION SPLICE, (ACI 318-14). NO REDUCTION SHALL BE PERMITTED DUE TO BAR SPACING (TOP BARS ARE ANY BARS):

    CLASS B SPLICES FOR "PLAIN" REINFORCEMENT:

BAR SIZE	ALL BARS
#5	36"
#4	30"
#6	48"

14. TERMINATE ALL DISCONTINUOUS ENDS OF TOP BARS WITH STANDARD ACI HOOKS. TURN HOOKS UP OR DOWN INTO SUPPORTING STRUCTURE. CORNER BARS SHALL BE SUPPLIED AND PLACED IN ADDITION TO HOOKED ENDS, PER DETAILS IN THESE DOCUMENTS.
15. WHERE WALLS, BEAMS AND FOOTINGS CHANGE DIRECTION, PROVIDE CORNER BARS OF SAME SIZE AND QUANTITY AS THE SPECIFIED LONGITUDINAL STEEL.
16. READY-MIXED CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C94. IN CASE OF DISCREPANCY, THE PLANS AND SPECIFICATIONS SHALL GOVERN.
17. CEMENT SHALL CONFORM TO ASTM C150, TYPE I. FLY ASH SHALL CONFORM TO ASTM C618, CLASS C OR F. THE RATIO OF THE AMOUNT (BY WEIGHT) OF FLY ASH TO THE AMOUNT OF PORTLAND CEMENT IN THE MIX SHALL NOT EXCEED 25 PERCENT.
18. NORMAL WEIGHT AGGREGATES SHALL CONFORM TO ASTM C33.
19. WATER-REDUCING ADMIXTURES SHALL CONFORM TO ASTM C494.
20. AIR-ENTRAINING ADMIXTURES OR ADMIXTURES CONTAINING MORE THAN 0.1%CHLORIDE IONS SHALL NOT BE USED.
21. CONCRETE TICKETS SHALL BE TIMED STAMPED WHEN BATCHED. THE MAXIMUM TIME ALLOWED FROM THE TIME MIXING WATER ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1 1/2) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL NOT BE USED IN THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNERS' REPRESENTATIVE, THE CONTRACTOR AND THE ENGINEER OF ANY NON-COMPLIANCE WITH THE ABOVE.
22. ALL STRUCTURAL ELEMENTS SHALL BE CONSTRUCTED WITH CONCRETE MIXES WHICH UTILIZE NORMAL SIZE AGGREGATE. PEAROCK MIXES ARE NOT ACCEPTABLE.
23. WATER MAY NOT BE ADDED AT THE SITE EXCEPT AT THE DIRECTION OF A REPRESENTATIVE OF THE SUPPLIER. ANY ALLOWABLE WATER MUST BE ADDED TO THE FULL MIX PRIOR TO PLACING ANY CONCRETE. MIXES WITH WATER ADDED AT THE SITE, OTHER THAN AS INDICATED ABOVE, ARE SUBJECT TO REJECTION AND REMOVAL FROM THE PROJECT. IN ALL INSTANCES, MIXES WITH WATER ADDED AT THE SITE SHALL BE INDICATED ON THE TEST REPORTS AND SUCH MIXES SHALL HAVE A SET OF CYLINDERS TAKEN FROM THE MIX AND A SLUMP TEST PERFORMED AFTER ADDITION OF WATER. ALL CONCRETE TICKETS SHOULD CLEARLY STATE THE ALLOWABLE JOB SITE WATER THAT MAY BE ADDED WITHOUT INVALIDATING THE MIX. THIS REQUIREMENT SHOULD BE CLEARLY COMMUNICATED TO THE CONCRETE SUPPLIER.
24. IN HOT WEATHER CONDITIONS, MIXING, PLACING, FINISHING, CURING AND PROTECTION OF CONCRETE SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 305R, HOT WEATHER CONCRETING.
25. USE OF CONSTRUCTION JOINTS AT LOCATIONS OTHER THAN THOSE INDICATED ON THE DRAWINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR APPROVAL.

CONCRETE MIX DESIGN

THE CONTRACTOR SHALL SUBMIT FOR THE REVIEW OF THE STRUCTURAL ENGINEER A MIX DESIGN FOR EACH CLASS OF CONCRETE. EACH MIX DESIGN SHALL BE IDENTIFIED BY A MIX NUMBER OR OTHER UNIQUE IDENTIFICATION. THE CONTRACTOR SHALL NOT VARY FROM THE MIX DESIGNS NOR ANY CONCRETE OTHER THAN THE APPROVED MIX DESIGNS WITHOUT THE APPROVAL OF THE ENGINEER. MIX DESIGN SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION:

1. MIX DESIGN NUMBER OR UNIQUE IDENTIFICATION AND INTENDED LOCATION OF PLACEMENT.
2. CEMENT TYPE, PROPORTION AND NUMBER OF MANUFACTURER.
3. ALTERNATE CEMENTITIOUS MATERIALS PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
4. FLY ASH AND/OR SLAG PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
5. COARSE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
6. FINE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
7. MIXING WATER PROPORTION AND SOURCE.
8. ADMIXTURE DOSAGES, PRODUCT NAME(S) AND MANUFACTURER NAME(S).
9. DESIGN 28-DAY COMPRESSIVE STRENGTH (F'C).
10. DESIGN SLUMP RANGE.
11. DESIGN AIR-ENTRAINMENT (FOR CONCRETE REQUIRING ENTRAINED AIR).
12. STATISTICAL ANALYSIS OF LABORATORY STRENGTH TEST DATA IN ACCORDANCE WITH STANDARD DEVIATION DETERMINATION OUTLINED IN ACI 318.
13. WATER/CEMENTITIOUS MATERIALS RATIO (NOT TO EXCEED 0.40).
14. EXPOSURE CLASS AND CATEGORY.

CONCRETE TESTING

1. CONCRETE TESTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING PARAMETERS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF AN INDEPENDENT TESTING LABORATORY APPROVED BY THE OWNER AND THE ENGINEER.
2. CONCRETE MIXES WHICH HAVE WATER ADDED AT THE SITE SHALL BE TESTED AS INDICATED IN THE CONCRETE NOTES.
3. FORWARD COPIES OF TEST RESULTS TO THE ENGINEER, CONCRETE SUPPLIER AND CONTRACTOR WITHIN 24 HOURS AFTER TESTING.
4. AN INDEPENDENT TEST LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE.
    a. ASTM C143 "STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE." MINIMUM SLUMP SHALL BE AS INDICATED IN THE CONCRETE NOTES SECTION OR AS SPECIFIED IN APPROVED MIX DESIGN SUBMITTALS.
    b. ASTM C39 "STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS". A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EVERY 50 CUBIC YARDS (OR FRACTION THEREOF), PLACED PER DAY. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS:
        1 AT 3 DAYS
        1 AT 7 DAYS
        1 AT 28 DAYS
5. CONTRACTOR TO PROVIDE ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDER(S) MAY BE DISPOSED.

SHOP DRAWING REVIEW

1. SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.
2. SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR'S FIELD ENGINEER PRIOR TO SUBMITTAL TO THE ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCHECKED. ALLOW TEN BUSINESS DAYS FOR REVIEW TIME OF SHOP DRAWING SUBMITTALS.
3. SHOP DRAWING SUBMITTALS SHALL BE MADE AS ELECTRONIC FILES (.PDF FORMAT). ENGINEER'S REVIEW STAMP WILL BE PROVIDED TO CONTRACTOR AND SHALL BE APPLIED TO ALL DRAWINGS PRIOR TO SUBMITTAL TO CONTRACTOR.
4. THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.
5. CHANGES AND ADDITIONS MADE ON THE RE-SUBMITTALS SHALL BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS SHALL BE CLEARLY NOTED ON THE LETTER TRANSMITTAL. THE ENGINEER'S REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE RE-SUBMITTAL.
6. SHOP DRAWING SUBMITTALS ARE REQUIRED FOR THE FOLLOWING ITEMS: KING PILES, SHEET PANELS (INCLUDING DETAILS FOR LIFTING), TIE BACK RODS & ANCHORS, CAP REINFORCING, DEAD MAN ANCHOR REINFORCING AND RIP RAP. IN ADDITION, PRODUCT SUBMITTAL SHALL BE MADE FOR ALL PRODUCTS IDENTIFIED ON THE PLANS.

STRUCTURAL STEEL NOTES:

1. STRUCTURAL STEEL DETAILING, FABRICATION AND ERECTION SHALL CONFORM TO THE AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS", LATEST EDITION WITH AMENDMENTS, AND THE AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES", LATEST EDITION WITH AMENDMENTS.
2. STRUCTURAL STEEL WIDE FLANGE SHAPES SHALL CONFORM TO ASTM A992.
3. STRUCTURAL STEEL PLATES AND ROLLED SHAPES OTHER THAN WIDE-FLANGE SHAPES SHALL CONFORM TO ASTM A36, U.N.O.
4. STRUCTURAL STEEL HSS RECTANGULAR AND SQUARE SECTIONS SHALL CONFORM TO ASTM A500, GRADE B WITH A MINIMUM YIELD STRENGTH OF 46 KSI.
5. ANCHOR RODS SHALL CONFORM TO ASTM F1554 GRADE 36, U.N.O.
6. ALL THREADED ROD SHALL CONFORM TO ASTM A36, U.N.O.
7. HILTI KWIK BOLT SHALL BE GRADE 316 STAINLESS STEEL.
8. BOLTED CONNECTIONS SHALL CONFORM TO THE "SPECIFICATION OF STRUCTURAL JOINTS USING ASTM A325 OR 490 BOLTS", APPROVED BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS. BOLTED CONNECTIONS FOR STRUCTURAL STEEL MEMBERS SHALL BE WITH 3/4" DIAMETER A325 BOLTS U.N.O.
9. WELDING PROCEDURES SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY'S "STRUCTURAL WELDING CODE FOR STEEL" ANSI/AWS D1.1.
10. WELDED CONNECTIONS BETWEEN STRUCTURAL STEEL MEMBERS SHALL BE MADE WITH E70XX ELECTRODES, U.N.O.
11. STRUCTURAL STEEL TO BE HOT-DIP GALVANIZED.
12. STRUCTURAL STEEL NOTED TO BE GALVANIZED SHALL BE HOT-DIP GALVANIZED IN CONFORMANCE WITH ASTM A123.
13. DO NOT PAINT OR GALVANIZE THE FOLLOWING SURFACES:
    a. SURFACES TO BE WELDED.
14. ALL ABRASIONS TO THE SHOP FINISH SHALL BE TOUCHED-UP AFTER ERECTION IS COMPLETE. FOR GALVANIZED STEEL, USE A ZINC-RICH COLD-GALVANIZING PAINT.
15. FOR CONNECTIONS NOT SPECIFICALLY DETAILED, PROVIDE CONNECTION USING 1/2 OF MAXIMUM TOTAL UNIFORM LOAD FROM MANUAL (CURRENT EDITION).

STEEL SHEET PILE:

1. PREDRILLING PRIOR TO INSTALLING THE STILL SHEET PILING IS REQUIRED TO CREATE A SLOT IN THE ROCK LAYER. THE DEPTH OF THE DRILLING SHALL EXCEED THE PILE TIP ELEVATION OF -21.58' NAVD. THE FRAGMENTED LIMESTONE COBBLES SHALL BE REMOVED, AND THE HOLES BACKFILLED WITH CLEAN SAND PRIOR TO DRIVING OF THE STEEL SHEET PILES. SAND INFILL FROM THE CANAL EMBANKMENT DURING THE DRILLING PROCESS IS ACCEPTABLE TO LEAVE IN PLACE AND SUPPLEMENTED AS NECESSARY TO COMPLETELY FILL THE HOLES.
2. REFER TO GEOTECHNICAL REPORT PREPARED BY:
   TERRACON CONSULTANTS, INC.
   ITID M-O CANAL OUTFALL STRUCTURE
   TERRACON PROJECT NO.: HD205041
3. SHEET PILES SHALL BE COATED WITH COAL TAR EPOXY.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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Civil and Structural Engineers

M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

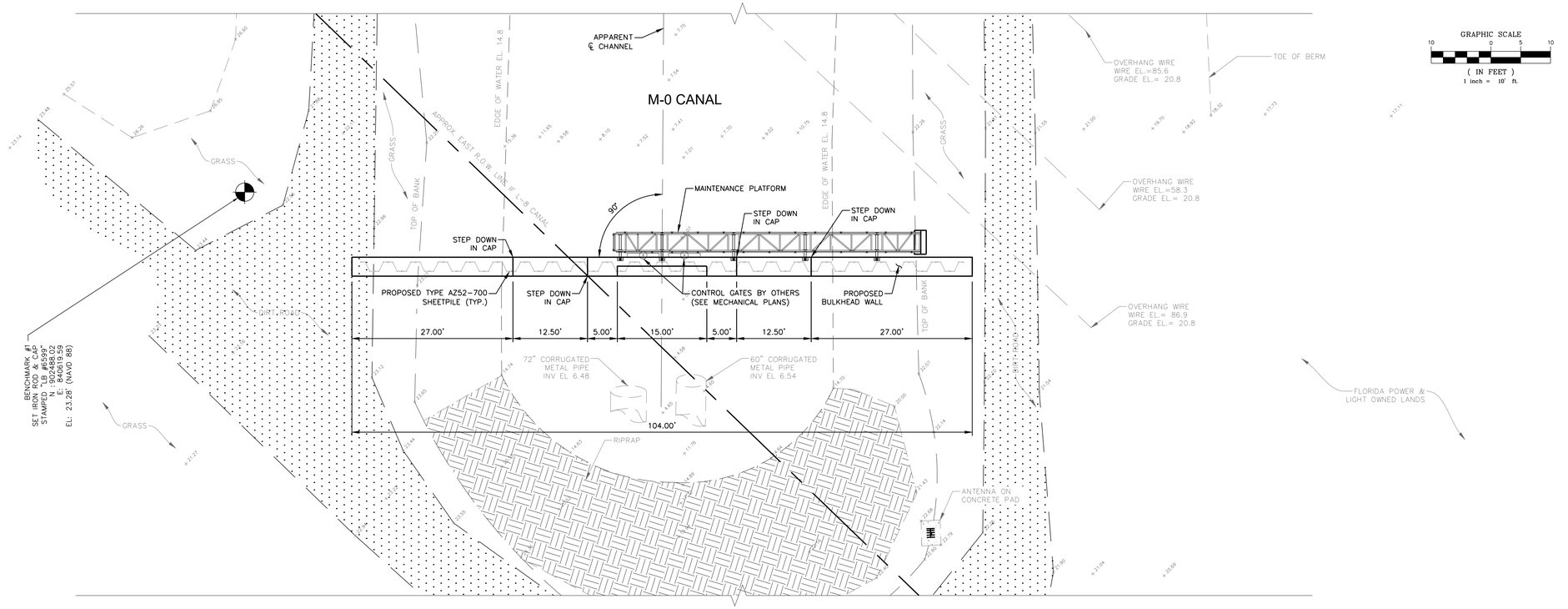
GENERAL NOTES

REVISIONS			
No.	Date	Dr.	Ck.

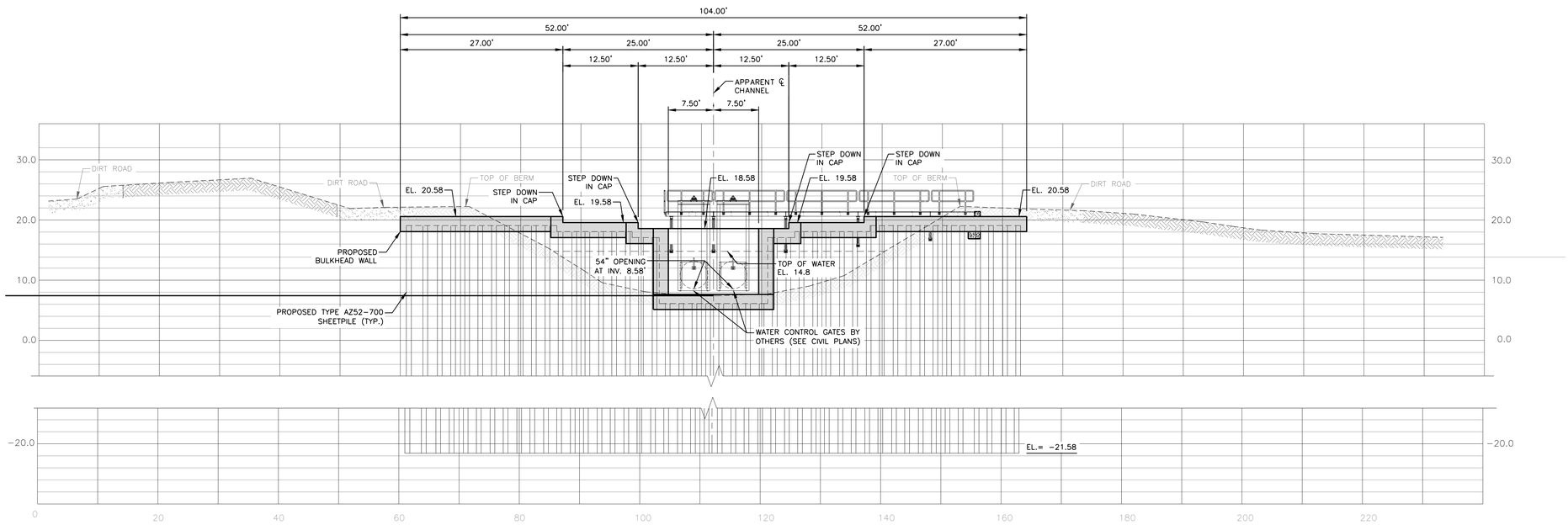
Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S1 of S6		

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PLAN VIEW
SCALE : 1"=10'-0"



ELEVATION
SCALE : 1"=10'-0"

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PALM BEACH COUNTY, FLORIDA

PLAN AND ELEVATION

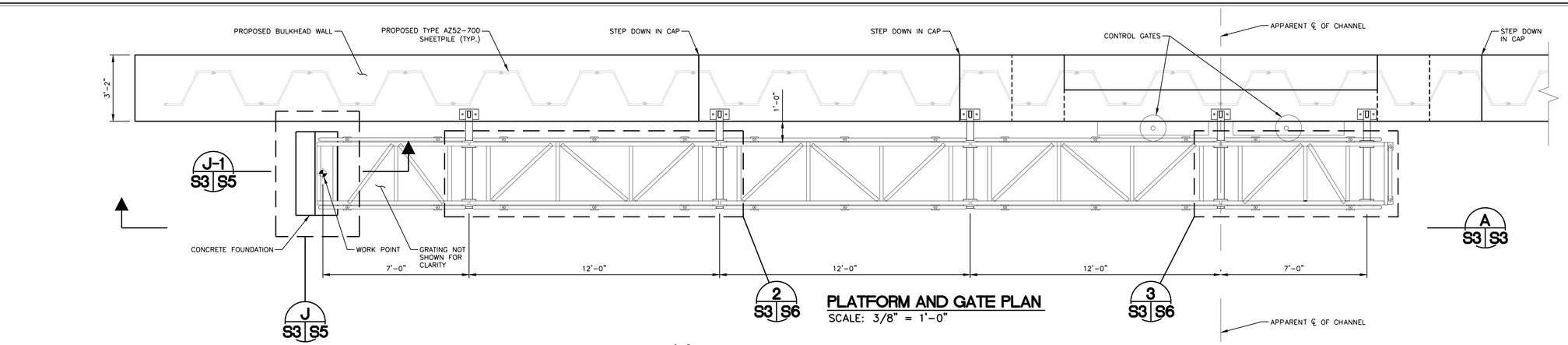
REVISIONS

No.	Date	Dr.	Ck.

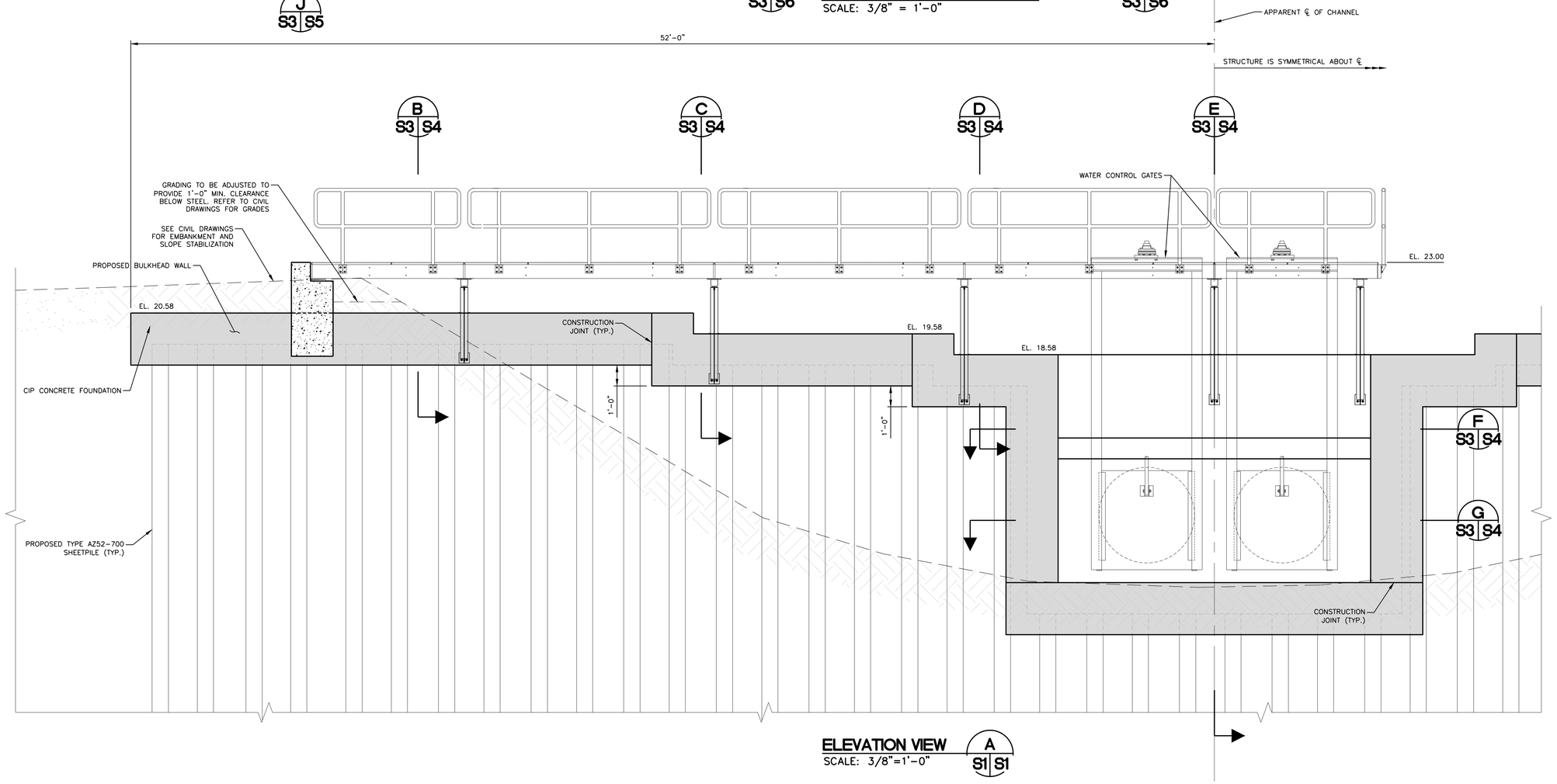
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Dr.	SEC	Chk.	ALG
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Proj. No.	21-028		
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PLATFORM AND GATE PLAN
SCALE: 3/8" = 1'-0"



ELEVATION VIEW
SCALE: 3/8"=1'-0"

A
S1 S1

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M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

PLATFORM AND GATE PLAN AND ELEVATION

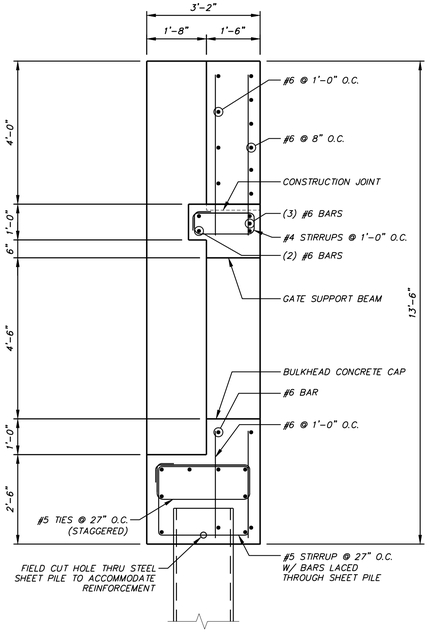
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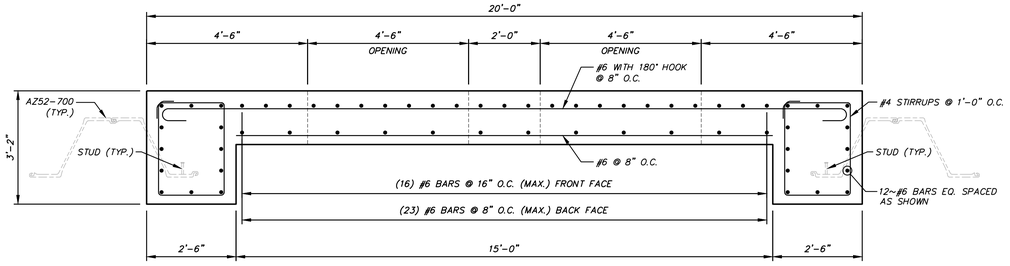
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Dr.	SEC	Chk.	ALG
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Proj. No.	21-028		
Sheet	S3 of S6		

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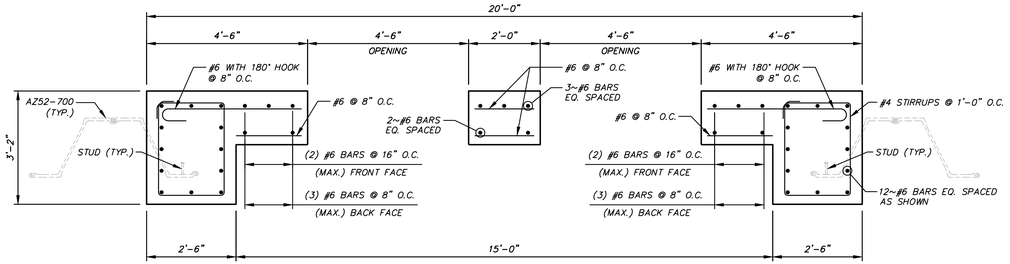
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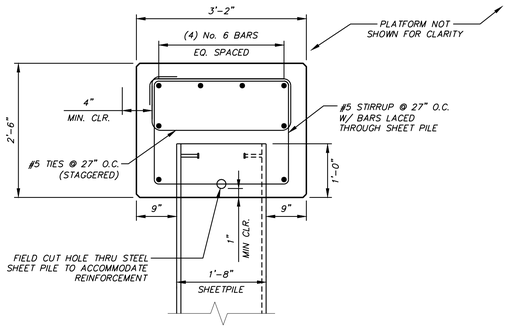
GATE SUPPORT SECTION E
SCALE: 1/2"=1'-0"
S3 | S4



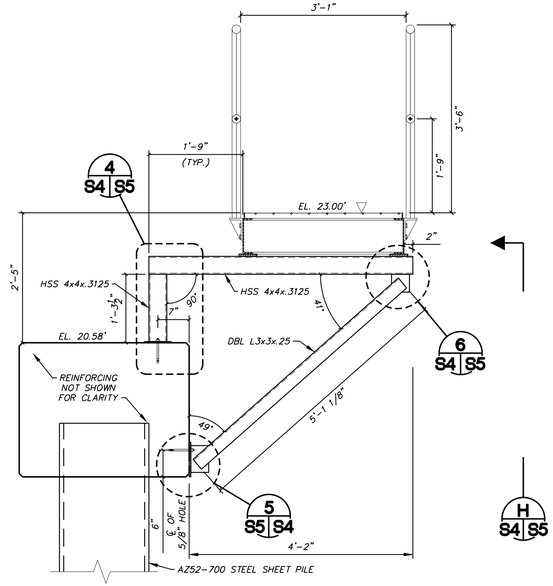
GATE SUPPORT BEAM F
SCALE: 1/2"=1'-0"
S3 | S4



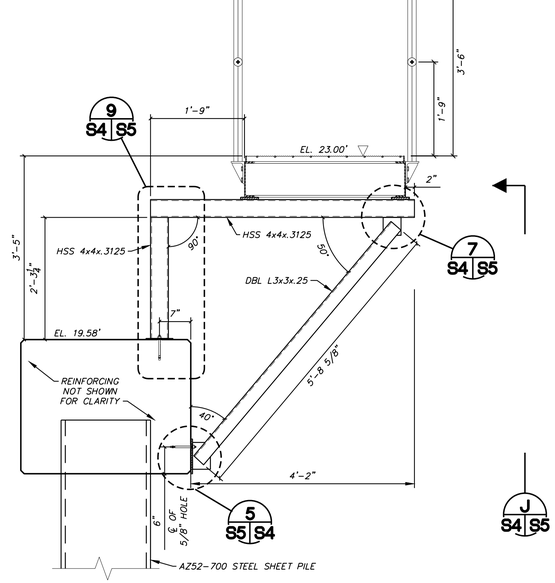
GATE SUPPORT SECTION G
SCALE: 1/2"=1'-0"
S3 | S4



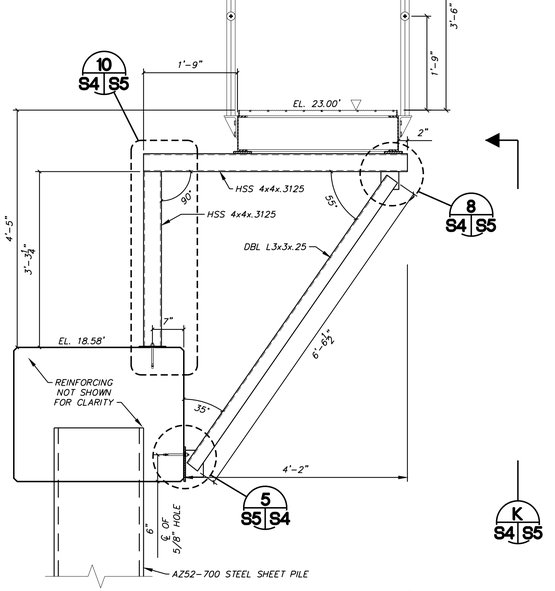
TYPICAL BULKHEAD CAP SECTION
SCALE: 3/4"=1'-0"



BULKHEAD AND PLATFORM SECTION B
SCALE: 3/4"=1'-0"
BRACKET "C"
(1) REQUIRED
S3 | S4



BULKHEAD AND PLATFORM SECTION C
SCALE: 3/4"=1'-0"
BRACKET "B"
(1) REQUIRED
S3 | S4



BULKHEAD AND PLATFORM SECTION D
SCALE: 3/4"=1'-0"
BRACKET "A"
(3) REQUIRED
S3 | S4

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PLATFORM AND BULKHEAD REINFORCING

REVISIONS

No.	Date	Dr.	Ck.

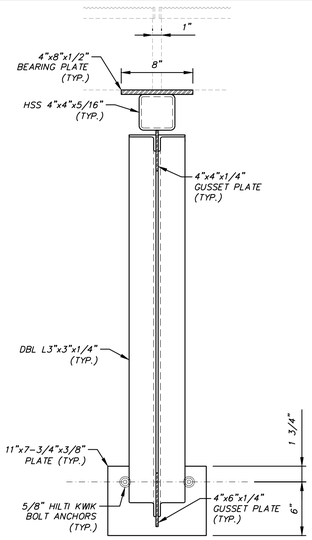
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Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		

Proj. No. 21-028

Sheet S4 of S6

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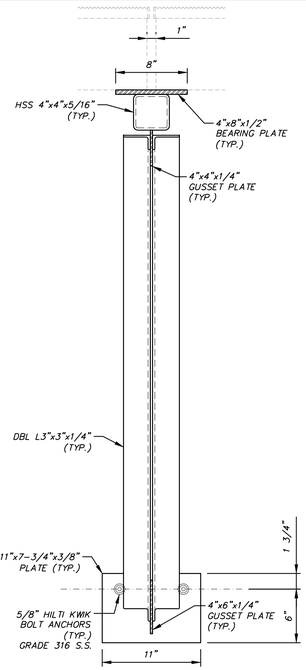
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BRACKET 'C'

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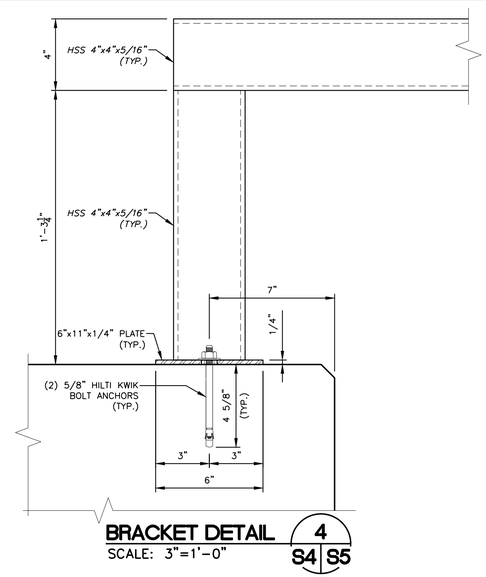
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BRACKET 'B'

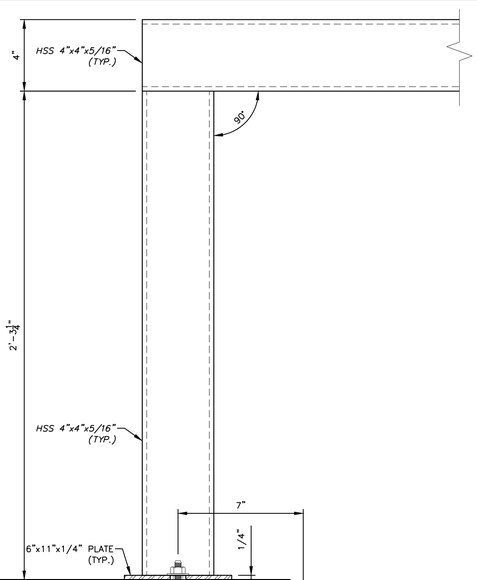
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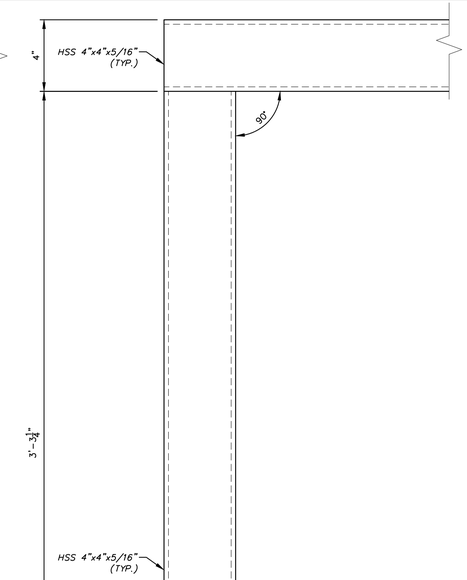
BRACKET DETAIL 4

SCALE: 3"=1'-0" (S4 | S5)



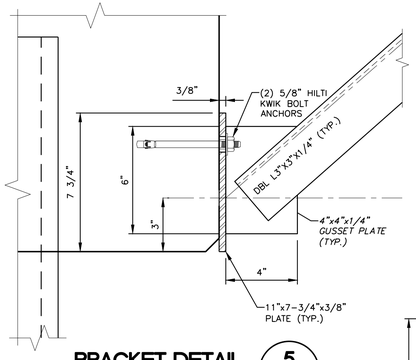
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SCALE: 3"=1'-0" (S4 | S5)



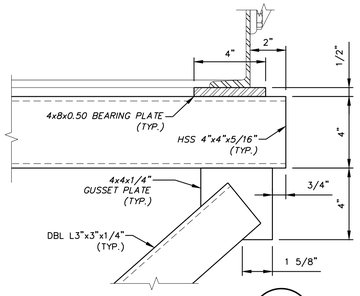
BRACKET DETAIL 10

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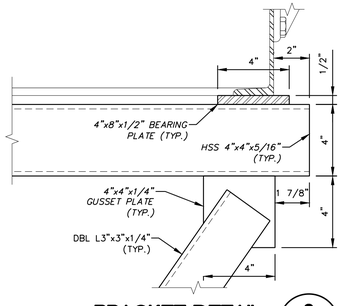
BRACKET DETAIL 5

SCALE: 3"=1'-0" (S4 | S5)



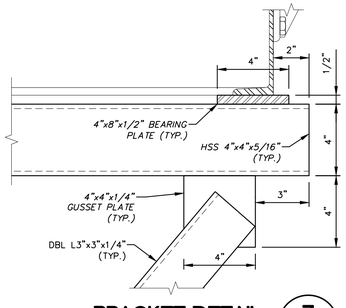
BRACKET DETAIL 6

SCALE: 3"=1'-0" (S4 | S5)



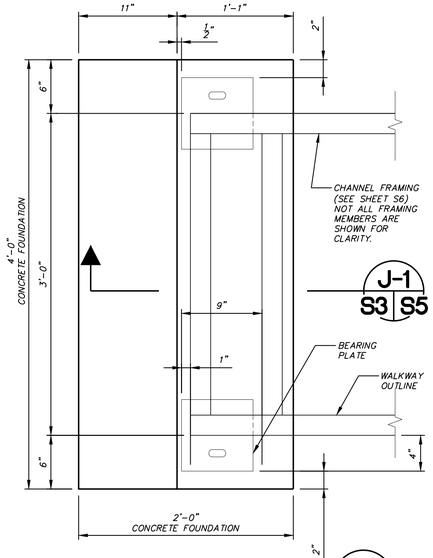
BRACKET DETAIL 8

SCALE: 3"=1'-0" (S4 | S5)



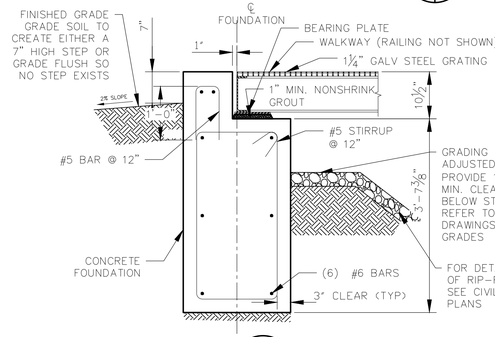
BRACKET DETAIL 7

SCALE: 3"=1'-0" (S4 | S5)



FOUNDATION DETAIL J

SCALE: 1-1/2"=1'-0" (S3 | S5)



FOUNDATION SECTION J-1

SCALE: 3/4"=1'-0" (S3 | S5)

BRACKET 'A'

SCALE: 1-1/2"=1'-0" (K | S4 | S5)

(3) REQUIRED

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PALM BEACH COUNTY, FLORIDA

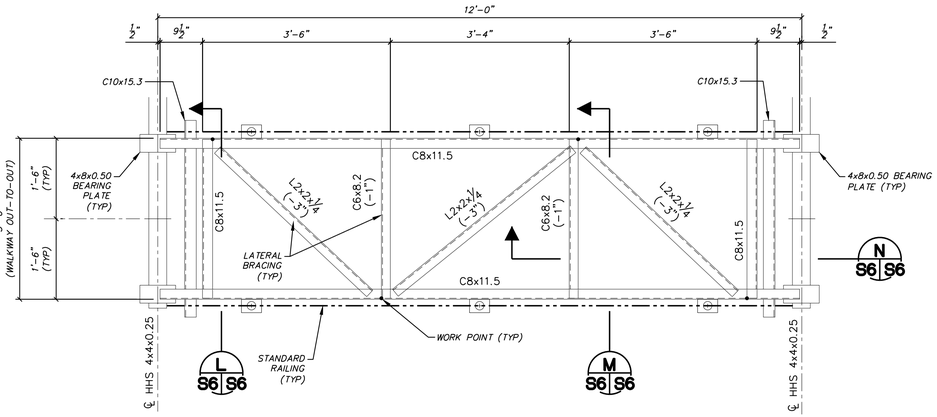
PLATFORM AND BRACKET DETAILS

REVISIONS			
No.	Date	Dr.	Ck.

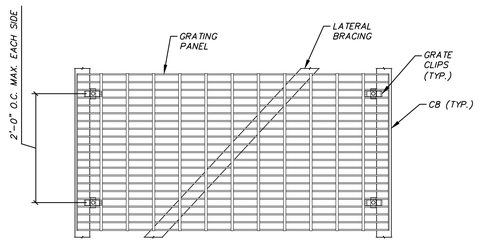
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Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S5 of S6		

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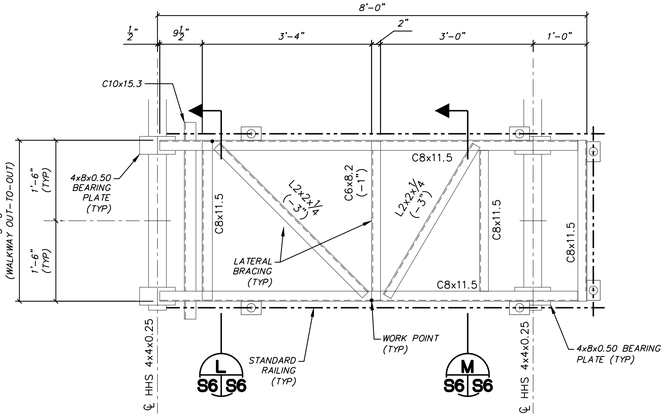
FRAMING DETAIL 2
SCALE: 3/4" = 1'-0" S3 S6



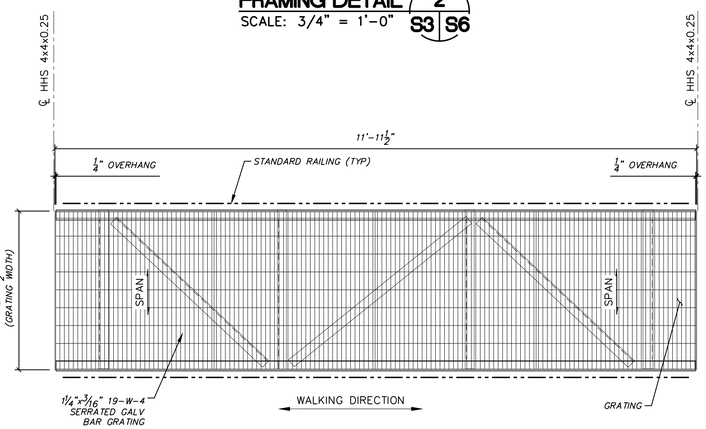
GRATING ATTACHMENT LOCATIONS
SCALE: N.T.S.

GENERAL NOTES:

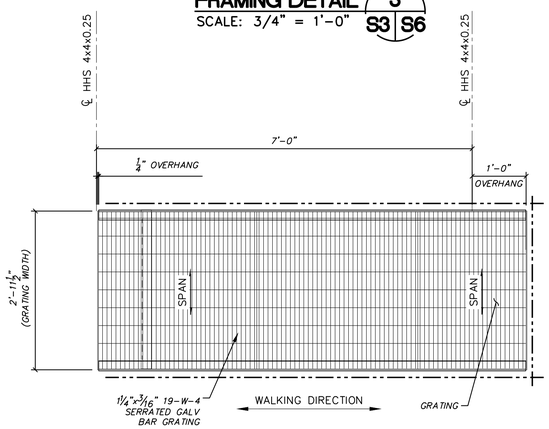
1. STRUCTURAL FRAMING FOR EACH WALKWAY SECTION SHALL BE STEEL, TYPE A36, AND HOT-DIP GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.
2. BAR GRATING SHALL BE SERRATED GALVANIZED STEEL, 19-W-4 1¼"x⅜". GRATING DEFLECTION SHALL NOT EXCEED A DEFLECTION OF ¼" FOR A UNIFORM LOAD OF 100 LBS/SF.
3. OPEN ENDS OF GRATING PANELS SHALL BE BANDED BY WELDING, PRIOR TO GALVANIZING, A FLAT BAR SIMILAR IN SIZE TO THE BEARING BARS TO THE CUT END OF THE GRATING PANEL.
4. BAR GRATING MAIN BARS SHALL BE ATTACHED TO FRAMING CHANNELS USING 13 GAUGE MINIMUM THICKNESS FRICTION- TYPE GALVANIZED STEEL BRACKETS AT 24" MAXIMUM SPACING (STRUCT-FAST, INC. OR APPROVED EQUAL).
5. MAXIMUM GAP BETWEEN BAR GRATING PANELS SHALL BE ½".
6. GRATING PANEL IN PLATFORM WALKING DIRECTION (i.e. LENGTH) SHALL NOT BE MORE THAN 36".



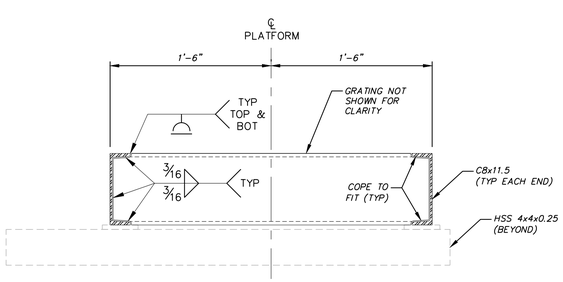
FRAMING DETAIL 3
SCALE: 3/4" = 1'-0" S3 S6



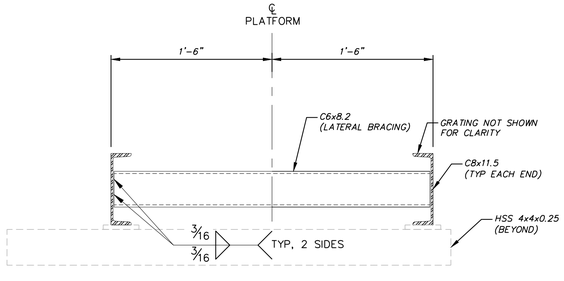
BAR GRATING DETAIL
SCALE: 3/4" = 1'-0"



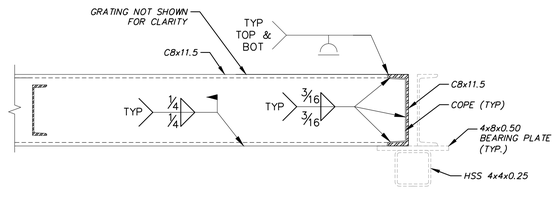
BAR GRATING DETAIL
SCALE: 3/4" = 1'-0"



SECTION L
SCALE: 1-1/2"=1'-0" S6 S6



SECTION M
SCALE: 1-1/2"=1'-0" S6 S6



SECTION N
SCALE: 1-1/2"=1'-0" S6 S6

Alan L. Gerwig, P.E. License No. 39481

Alan Gerwig & Associates, Inc.
12798 W. Forest Hill Blvd., Suite 201
Wellington, FL 33414
CA #7969
Ph.: (561) 792-9000
Fax.: (561) 792-9901
Civil and Structural Engineers

M-O CANAL WATER STRUCTURE
PALM BEACH COUNTY, FLORIDA

WALKWAY PLAN AND DETAILS

REVISIONS

No.	Date	Dr.	Ck.

Appr.	ALG	Scale	NOTED
Dr.	SEC	Chk.	ALG
Drawing Date	6/19/2022		
Proj. No.	21-028		
Sheet	S6 of S6		

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H:\Drawings\1TD M-O Canal Water Control Structure (21-028)\09-WRK-DWGS\21-028_STRUCTURAL DETAILS.dwg - Thursday, November 13, 2025 2:03:22 PM - Michael Cunningham

13476 61st Street North
West Palm Beach, Florida 33412

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: Indian Trail Improvement District, 13476 61st Street North, West Palm Beach, FL 33412 via Demandstar.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS AND CERTIFICATIONS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In accordance with §287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or series to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, 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 §287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.03 In accordance with §287.135, Florida Statutes, Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in a Boycott of Israel.

2.04 Contractor understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing with regard to this Project conducted pursuant to §20.055, F.S., or otherwise by law.

2.05 Contractor, or a subcontractor performing work for Contractor, understands and will comply with the requirements of Section 448.095, Florida Statutes, requiring compliance with E-Verify and will not knowingly hire, recruit or refer an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and in violation of Section 448.09(1), Florida Statutes.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined or chosen not to visit the site and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

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1	December 19, 2025
2	December 23, 2025
3	December 30, 2025

B. Bidder has visited the Site or chosen not to visit the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

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

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

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

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the State of Florida no later than the date of execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

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B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Lump Sum Bid Price	$ 1,348,603.62

Time to Completion – Only to be used in case of Lump Sum Bid ties	60 days

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the basis of bid as submitted by the Contractor.

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents shall be submitted with and made a condition of this Bid:

A. ~~Required Bid Security~~ – *(Not Required)*
B. List of Proposed Subcontractors;
C. List of Proposed Suppliers;
D. List of Project References;
E. List of Key Personnel;
F. List of Key Equipment;
G. ~~Unit Price Schedule~~; *(Not Applicable)*
H. Evidence of authority to do business in the State of Florida;
I. Current Palm Beach County Business Tax Receipt(s);
J. Contractor's License(s);
K. Form C-201, Qualification of Bidder;
L. ~~Bidder's Election Form~~; *(Intentionally Deleted)*

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M. Contractor's Corporate or LLC Resolution (whichever appropriate) (C–412 included);
N. Statement on Public Entity Crimes (C–413 included);
O. Non-Collusion Affidavit (C–414 included);
P. Drug Free Workplace Certificate (C–415 included);
Q. Ethics Statement (C–416 included);
R. Anti-Kickback Affidavit (C–417 included);
S. Trench Safety Affidavit (C–418 included);
T. Prohibition on Contracting with Scrutinizing Companies affidavit (Form C-419 included);
U. NPDES Illicit Discharge Agreement (Form C-421included)
V. Notice of Compliance Sunshine State One-Call (Form C-423 included)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Ferreira Construction Co., Inc. _____ (SEAL)

State of Incorporation: New Jersey

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): John Ciabattari

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Title: Vice President

Attest _____

Date of Qualification to do business in the State of Florida is 03 / 09 / 2004.

A Limited Liability Company

Business Name: _____

State of Registration: _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: Managing Member

Date of Qualification to do business in the State of Florida is ____/____/____.

Bidder's Business Address 13000 SE Flora Avenue, Hobe Sound FL 33455

Corporate Headquarters: 31 Tannery Road, Branchburg NJ 08876

Phone No. (772) 286-5123 Fax No. (772) 286-5139

E-mail jciabattari@ferreiraconstruction.com

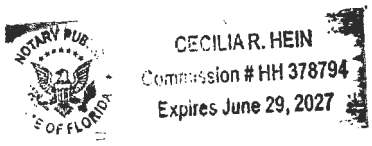
DATE SUBMITTED January 15th, 2026.

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [___] online notarization this 15th day of January, 2026, by John Ciabattari as Vice President [Title] for Ferreira Construction Co., Inc. [Name of Vendor] on behalf of whom this instrument was executed).

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(NOTARY STAMP)

Cecilia Hein
Notary Public-State of Florida)

Cecilia Hein
[Name of Notary Typed, Printed, or Stamped]

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

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INDIAN TRAIL IMPROVEMENT DISTRICT

INVITATION TO BID

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-201

QUALIFICATION OF BIDDERS

The following Questionnaire shall be completed and submitted with the Bid. In submitting this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained. Failure to submit or complete this Form will render the Bid non-responsive and be disqualified from consideration.

1) Legal Name of Business, Address, Telephone Number and E-Mail Address

Ferreira Construction Co., Inc.
13000 SE Flora Avenue, Hobe Sound, FL 33455
Phone: (772) 286-5123
Email: JCiabattari@ferreiraconstruction.com

2) Form of Business: Corporation ✓; LLC:____; Partnership___; Sole Proprietor _____

3) If a Corporation or LLC, state: New Jersey

Date of Incorporation/Registration: November 14, 1994

State in which Incorporated/Registered: New Jersey

Name and Title of Principal Officers/Managers Position

Nelson Ferreira, President
Dictinio Garcia, Sr. Vice President
Brian Delpome, Sr. Vice President
Nancy Vliet, Sr. Vice President
John Ciabattari, Vice President
Robert Higginbotham, Vice President
Lou Pacheco, Sec, Treasurer
Michael C Seelman, Vice President
Jerome Killian, Sr. Vice President / CFO
Danny Garcia, Vice President
Robert Richardson, Vice President

4) If an Out-of-State Corporation/LLC currently authorized to do business in Florida, give date of such authorization:

F04000001981 - April 9, 2004

5) If Partnership:

Date of organization: _____

Nature of Partnership (General, Limited, or Other):

Names and Addresses of Partners:

6) If a Sole Proprietor, state -- Name & Address of Owner:

7) The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

8) Identify State, County, or other Public Agencies in which your organization is qualified to perform work by some form of pre-qualification:

AGENCY	TRADE IN WHICH QUALIFIED	APPROVAL DATE	EXPIRATION DATE
Florida Construction Licensing Board	General Contractors License	July 21, 2005	August 31, 2026
Florida Electrical Contractors Licensing Board	Electrical Contractors License	April 13. 2015	August 31, 2026
FDOT Certificate of Qualification	Civil, Utilities, Electrical, (see attached)	May 2, 2025	June 30, 2026
Bureau of Design and Construction Projects	FL Department of Environmental Protection	September 5, 2024	August 31, 2026

8) Describe your organizational structure, including the number of permanent employees engaged in cost estimating, purchasing, expediting, detailing, engineering, field supervision, field engineering, and layout:

Ferreira Construction is a nationally recognized leader in Civil and utility infrastructure, maintaining a dedicated workforce of over 1,500 proferrionals across the United States. Headquartered in Branchburg, New Jersey, the company maintains an extensive operational presence,supported by strategically located regional offices across Florida, New York, California, Rhode Island, and Virginia. The Ferreira Family of Companies includes specialized entities such as Vanguard Energy Partners, American Pile and Foundation, Ferreira Power South, Ferreira UTEC, and Ferreira Power West. Locally Ferreira's Hobe Sound location maintains a permanent workforce of more than 100 Professionals. (Resumes attached)

10) Indicate type of contracting undertaken by your Organization and number of years experience:

As Prime Contractor: Type: GC No. of Years 31

Type: EC No. of Years 15

As Subcontractor: Type: GC No. of Years 31

Type: EC No of Years 15

11) Note any special qualifications of firm members relevant to the Work (Registered Engineer, Surveyor, specialty licenses, etc.):

In addition to maintaining state licenses and pre-qualifications, Ferreira's personnel hold an extensive array of professional certifications to ensure safety and technical excellence. Many of our team members are certified FDEP Stormwater Management Inspectors, have completed comprehensive OSHA 10-hour and 30-hour safety training, FDOT Advanced Temporary Traffic Control and ATSSA Advanced Work Zone Traffic Control certifications.

(Use extension sheet if necessary)

12) Has the bidder or his or her representative inspected the proposed project site? YES ✓ NO ____

13) Does the Bidder have a complete plan for its performance? YES ✓ NO ____

Explain:

Project Schedule attached.

14) Will Bidder subcontract any part of this work? YES ✓ NO ____,

If yes, please identify each subcontractor that will perform work **in excess of the percent (10%) of the contract amount** and the work that each will perform.

Subcontractor	Work to be Performed
None	Ferreira will self perform work

15) What equipment does Bidder own that is available for the work?

Ferreira Construction maintains an extensive and diverse fleet of high-performance equipment to support a wide range of project requirements. Please refer to the attached equipment list.

16) What equipment will Bidder purchase for the proposed work? If none, so state.

Ferreira Construction does not anticipate any additional equipment purchases for this project. Our current fleet is fully equipped and readily available to meet all project specifications.

17) What equipment will you rent for the proposed work? If none, so state.

None

18) State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

Mark D' Annunzio, Project Manager - Resume attached

Michael Ciabattari, Project Manager - Resume attached

19) List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were also principals or officers.

None

20) List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. If none, so state.

None

21) List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). If none, so state.

None

22) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. If none, so state.

None

23) List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. If none, so state.

None

24) Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? YES _____ NO ✓ If yes, provide details.

25) List and disclose any and all business relations with any members of the District Board of Supervisors. If none, so state.

None

26) Identify & explain any similar projects you have failed to complete in the last five years. If none, so state.

None

(Use extension sheet if necessary)

27) Has your organization, or any officer or partner thereof, ever been party to any criminal litigation as a result of methods, costs, etc. ? YES ____ NO ✓.

If yes, state case number, case name, and provide pertinent details, including outcome/judgment:

(Attach extension sheet if necessary)

28) Has your organization, or any officer or partner thereof, ever been party to any civil litigation as result of methods, costs, etc.? YES ____ NO ✓

If yes, state case number, case name, and provide pertinent details, including outcome/judgment:

(Attach extension sheet if necessary)

29) Please provide the names and addresses of three (3) recent former clients who can attest to Bidder's ability to perform the Work:

Mr. Richard Marx, P.E.,Utility Director * Sailfish Point Property Owners Assoc. * (772) 225-1615 * r.marx@sailfishpoint.com

Mr. Jason Mercer , P.M. * Robins and Morton Group * (904) 687-8646 * jmercer@roblnsonmorron.com

Mr. Connor McNamara, P.M. * Straticon * (772) 210-0200 * connor.mcnamara@straticon.com

John Ciabattari, Vice President

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15th **day of** January **20** 26**, by** John Ciabattari **, as** Vice President **of** Ferreira Construction Co., Inc**, on behalf of the Company who is**

(Name) ***(Title)*** **(Company Name)**

☑ **personally known to me or who** ☐ **has produced** _____ **as identification.**

(NOTARY STAMP)

CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein

Notary Public

Cecilia Hein

Name Printed

END OF FORM

Mark J. D'Annunzio

PROJECT MANAGER

Career Summary

Mark D'Annunzio has been in the Civil Engineering and Sitework Construction field since 1985. He held roles such as Surveyor, Civil Designer, Estimator, and Project Manager. For the 14 years prior to his joining the Ferreira Construction team in June 2023, he held the position of Chief Estimator and Senior Project Manager for a Sitework and Heavy Highway company. Before that, Mark was a Project Manager and Project Engineer for 20 years at a Civil Engineering firm based in Severna Park, Maryland. His work has catered to many kinds of clients, such as private corporations, municipalities, and state and federal organizations. Mark's job responsibilities include but are not limited to the following:

- Establishes and implements project plans, budgets, and resource schedules to ensure the successful completion of projects.
- Monitors and administers contracts with subcontractors and vendors, ensuring projects are kept within budget and completed on time.
- Negotiates bid awards, supervises subcontractors, and inspects work for quality and compliance with specifications and standards

Professional Experience

Ferreira Construction Co, Inc. **2023 – Present**
Project Manager

Mancil's Tractor Service Inc. **2009– 2019**
Chief Estimator/Project Manager

Harms and Associates, Inc. **1989 – 2008**
Project Manager

Education

Catonsville Community College **1990**
Engineering and Construction Management

Key Skills

- Effectively communicates management decisions to achieve understanding and acceptance
- Effectively develops individual departmental and organizational goals to obtain objectives
- Achieves results with accuracy and precision
- Utilizes a variety of analytical techniques to solve problems and maximize efficiency
- Excels in effective and positive communication
- Successfully formulates strategies, tactics, and action plans to achieve results

Training/Certifications

- OSHA 10
- HCSS Heavy Bid/Heavy Job
- Sediment and Erosion Control Design Certification
- Civil Engineer's Society certification on stormwater principles, methods, and practices
- HEC/RAS floodplain analysis and delineation certification
- TR-20 and TR-55 Hydraulics and Hydrology certification

FERREIRA

MICHAEL CIABATTARI
PROJECT MANAGER

Professional Summary

Michael has over 15 years of experience in the Heavy Civil and Marine Construction Industry including the past 8 years as a Ferreira Construction Co., Inc.(Ferreira) project manager. Michael has experience as a project manager on various heavy civil, utility, and marine construction projects. Michael's hand on management allows him to react expeditiously to unforeseen challenges that can impact his projects, from atypical weather, challenging environmental health and safety conditions, labor challenges, and complex project sequencing and scheduling while assuring the project remains within budget and on time. More importantly, Michael makes certain that all project sites reflect Ferreira's commitment to the highest standards of quality and safety.

- Project bid cost estimating, scope of work comprehension and specification-plan review and understanding.
- Labor-equipment-material determination, ordering, and management.
- Subcontractor and vendor assignment, coordination, and management.
- Logic-sequence scheduling.
- Safety guidance, oversight, and management.
- Project preparation including mobilization logistics and planning.
- Labor-material-equipment selection.
- Scope of work execution management including budget management, schedule management, labor-equipment-material management, and contractual-regulatory-safety compliance.
- Project demobilization and closeout.

Professional Experience

Ferreira Construction Company Inc. (2015-Present).
As Project Manager Mr. Ciabattari manages all phases of Civil, Marine, Utility and Underground Construction. Michael has exceptional leadership, communication, and interpersonal skills. He is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time and on budget.

Harbor Ridge Golf and Country Club (2010-2015)
As operations manager Mr. Ciabattari over saw all of the day-to-day Golf Club experience ensuring exceptional customer service at the Golf arena and related facilities including overseeing the supervision of the maintenance of golf carts and golf operations personnel.

Northgate Construction (2006-2010)
As a Foreman Mr. Ciabattari over saw all aspects of site work construction and coordination of earth and concrete work. Michael was permitting liaison ensuring environmental and structural compliance with local, state, and federal agencies.

Education

Bachelor of Science in Business Administration

Training/Certification

OSHA 10-hour Construction Safety
FDEP Certified Storm Water Inspector
Certified Confined Space Competent Person
MOT Training

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/MODEL
2002	30FT JIB ARM w/WINCH & CABLE - Mounts on 791 AND 952
-	32' x 16' x 4' - PUSH BOAT / BARGE w/(2) MERCURY 75HP GAS
2018	36" PRESSURE ROCK AUGER w/4" BOX
2005	40' TANDEM GOOSENECK DUAL TRAILER
-	48' x 24' x 4' SPUD BARGE w/ 4 SPUD WELLS & (2) 42' x 12' DIA. ROUND SPUDS
2023	ALCOM 16' ENCLOSED ALUMINUM TAG ALONG TRAILER
1972	ALUM. WORKBOAT w/ OUTBOARD. MOTOR
2018	ALUMACRAFT 11' OUTBOARD BOAT
2019	AMCO MFG. J42-2826C - 12' WHEEL OFFSET HARROWS (Disc)
2017	ATLAS COPCO 185CFM COMPRESSOR TIER 4 FINAL
2018	ATLAS COPCO XAS 185 AIR COMPRESSOR
2017	ATLAS COPCO **XAS 185** AIR COMPRESSOR
2022	ATLAS COPCO XAS188 AIR COMPRESSOR
2023	ATLAS COPCO XAS950 AIR COMPRESSOR UVC301328
2022	BIG TEX 14LP-14 TAG ALONG DUMP TRAILER - 7'x14'
2021	BIG TEX 14PH-20BK+5MR - TAG-ALONG - 25' x 8'6" - EQUIPMENT TRAILER
2009	BOBCAT 430H MINI EXCAVATOR
2022	BOMAG BW211 D-5 VIBRATORY DIRT ROLLER
2022	BOMAG BW211D5 VIBRATORY ROLLER
2005	BOMAG MPH122 SOIL STABILIZER/RECYCLER
2004	BOMAG VIBRATORY SINGLE DRUM ROLLER
2023	CAN AM HD7 DEFENDER SIDE BY SIDE ATV
2023	CAN AM HD7 DEFENDER SIDE BY SIDE ATV
2021	CATERPILLAR 259D3 SKID STEER LOADER (ENCLOSED)
2022	CATERPILLAR 259D3 SKID STEER TRACK LOADER (OPEN)
2022	CATERPILLAR 259D3 SKID STEER TRACK LOADER (OPEN)
2018	CATERPILLAR 272D2 WHEELED SKID STEER LOADER w/ CAT PICK-UP BROOM
2018	CATERPILLAR 272D2XHP WHEELED SKID STEER LOADER w/ CAT PICK-UP BROOM
2021	CATERPILLAR 302_7DCR MINI EXCAVATOR
2022	CATERPILLAR 303.5-07CR MINI EXCAVATOR
2022	CATERPILLAR 303.5-07CR MINI EXCAVATOR
2023	CATERPILLAR 304-07 MINI EXCAVATOR

2021	CATERPILLAR ***304E2CR*** MINI EXCAVATOR
2022	CATERPILLAR 305-07CR MINI EXCAVATOR
2021	CATERPILLAR ***308-07CR*** HYDRAULIC EXCAVATOR
2022	CATERPILLAR 315-07 HYDRAULIC EXCAVATOR
2018	CATERPILLAR 315FLCR HYDRAULIC EXCAVATOR
2014	CATERPILLAR ***324EL*** LR LONG REACH 60' EXCAVATOR
2016	CATERPILLAR ***326FL*** LONG REACH EXCAVATOR
2011	CATERPILLAR 328DLCR TC EXCAVATOR
2019	CATERPILLAR ***330-07*** HYDRAULIC EXCAVATOR
2022	CATERPILLAR 336-07 HYDRAULIC EXCAVATOR
2023	CATERPILLAR 336-08 HYDRAULIC EXCAVATOR
2018	CATERPILLAR 336FL HYDRAULIC EXCAVATOR
2023	CATERPILLAR 340-08 HYDRAULIC EXCAVATOR
2018	CATERPILLAR 420F2 IT COMBINATION BACKHOE
2021	CATERPILLAR 938M WHEEL LOADER
2018	CATERPILLAR 938M WHEEL LOADER
2022	CATERPILLAR CB2.5-03 D/DRUM ASPHALT ROLLER
2019	CATERPILLAR ***CS54B*** ASPHALT ROLLER
2012	CATERPILLAR D6T LGPVP DOZER
2022	CATERPILLAR DP35N5 - 7,000 LB. PNEUMATIC TIRE FORKLIFT
2022	CATERPILLAR DP50N-1D - 11,000 LB. PNEUMATIC TIRE FORKLIFT
2015	CATERPILLAR TL***1255D*** MATERIAL HANDLER
2000	COACH CRAFT FIBERSPLICE ENCLOSED TRAILER - T/A
2015	COTC LANDSCAPING TRAILER
2007	DAWSON- EXCAV. MOUNTED VIB. HAMMER
2016	DIAMOND CARGO 8.5 x 20TA TAG-ALONG-TRAILER
2016	DOOSAN **C185WDZ-T4F** AIR COMPRESSOR
2017	DOWN TO EARTH 7' x 16' TAG-ALONG TRAILER
2017	DOWN TO EARTH DTE612DT5.2B- 5.2 TON DUMP TRAILER
2009	EMERSON TR-50 SERIES 7 REEL TRAILER
2004	ENCLOSED SMALL Blue TRAILER
2002	FLAT BLACK TRAILER w/18" RAILS
-	FLEXIFLOAT - 10,000 LB. LINE PULL - HYDRAULIC SPUD WINCH - ITEM # U35 - S-50 SYSTEM - MOUNTED TO SPUDWELLS
-	FLEXIFLOAT - 10,000 LB. LINE PULL - HYDRAULIC SPUD WINCH - ITEM # U35 - S-50 SYSTEM - MOUNTED TO SPUDWELLS
-	FLEXIFLOAT - 20" I.D. SPUDWELL - ITEM # 509A - S-50 SYSTEM
-	FLEXIFLOAT - 20" I.D. SPUDWELL - ITEM # 509A - S-50 SYSTEM
-	FLEXIFLOAT - 20'x10'x5' LOADING DOCK - ITEM # 504 - S-50 SYSTEM

-	FLEXIFLOAT - 20'x10'x5' LOADING DOCK - ITEM # 504 - S-50 SYSTEM
-	FLEXIFLOAT - 40' SPUD - 20" O.D. w/SHEAVES - ITEM # SP2040R S-50 SYSTEM
-	FLEXIFLOAT - 40' SPUD - 20" O.D. w/SHEAVES - ITEM # SP2040R S-50 SYSTEM
-	FLEXIFLOAT - 80HP HYDRAULIC PUMPING UNIT - ITEM # U41-80 S-50 SYSTEM
-	FLEXIFLOAT - DUOFLOAT - ITEM # 5200 - S-50 - 20' x 10' x 5' SECTIONAL BARGE
-	FLEXIFLOAT - DUOFLOAT - ITEM # 5200 same as 1896
-	FLEXIFLOAT - QUADRAFLOAT - ITEM # 5400 - S-50 - 40' x 10' x 5' SECTIONAL BARGE
-	FLEXIFLOAT - QUADRAFLOAT ITEM # 5400
2010	FONTAINE 48' DROP DECK TRAILER - FLAT
2025	GEOQUIP SD-30 VIBRATORY DAMPENER
2001	GREAT DANE 37' FLATBED TRAILER
2012	GREAT DANE 45 FT. TANDEM AXLE FLATBED
1991	GREAT DANE 48" BOX TRAILER
2020	HOLLAND J4- 3RB 4" JET PUMP w/PERKINS 1104D-44T ENG.
2020	HOLLAND W8R-PERKINS 404F.E22T 35.6HP - 8" WELLPOINT ROTARY PUMP
2023	HOMEMADE REEL TRAILER
2013	HORTON HY718TA - 20' ENCLOSED TRAILER
2010	HUDSON BROS. **HTD18D** 10 TON TILT DECK TAG-ALONG TRAILER
2012	HUDSON BROS. **HTD20A** 20 TON TILT DECK TAG-ALONG
2012	HUDSON BROS. **HTD20A** 20 TON TILT DECK TAG-ALONG TRAILER
2024	HUSQVARNA FS3500 MKII WALK BEHIND ROAD SAW
2024	HYDREMA 912GHM - COMPACT 10T ARTICULATED END DUMP
2024	HYDREMA 912GHM - COMPACT 10T ARTICULATED END DUMP
2022	I.C.E. 140C MODEL VIBRATORY CLAMP - For use w/ I.C.E. 28 Hammer
-	I.C.E. HYDRAULIC POWER UNIT Model 50
2000	INGERSOLL-RAND P375WCU COMPRESSOR
2000	INGERSOLL-RAND SD100DB VIBRATORY ROLLER
2013	ISCO 6-18 INCH BUTT FUSION MACHINE w/PIPE
2008	J-BOAT UTILITY WORK BOAT W/ CRANE
2021	JOHN DEERE 17G MINI EXCAVATOR
2019	JOHN DEERE ***17G*** MINI EXCAVATOR
2016	JOHN DEERE **329E** SKID STEER LOADER - TRACKS
2015	JOHN DEERE 450J LGP DOZER
2012	JOHN DEERE 672GP MOTOR GRADER
2014	JOHN DEERE ***744K*** WHEEL LOADER
2018	JOHN DEERE 85G HYDRAULIC EXCAVATOR
2004	JOHN DEERE COMBO BACKHOE
2019	KAUFMAN 26' T/A ENCLOSED TRAILER
2014	KAUFMAN TL-3400 DECKOVER TRAILER
2014	KAUFMAN TL-3400 TRAILER (TR65)

2006	KENWORTH T-300 T/A WATER TRUCK
2024	KOMATSU D39PXI-24 CRAWLER DOZER w/ GPS GRADE CONTROL SYSTEM
-	KOMATSU D39PXI-24 CRAWLER DOZER w/ GPS GRADE CONTROL SYSTEM
2024	KOMATSU D51PXI-24 CRAWLER DOZER w/ GPS GRADE CONTROL SYSTEM
2023	KOMATSU D71PXI-24 CRAWLER DOZER w/ GPS GRADE CONTROL SYSTEM
2020	KOMATSU HM300-5 ARTICULATED END DUMP - 30 TON -
2020	KOMATSU HM300-5 ARTICULATED END DUMP - 30 TON -
2024	KOMATSU HM300-5 ARTICULATED END DUMP - 30 TON w/ TAILGATE
2024	KOMATSU HM300-5 ARTICULATED END DUMP - 30 TON w/ TAILGATE
2005	KOMATSU HM400-1 ARTICULATED END DUMP
2025	KOMATSU **PC138USLC-11** HYDRAULIC EXCAVATOR 30K W/ Hyd thumb 36" bucket
2011	KOMATSU ***PC450***LC-8 EXCAVATOR 100K#
2023	KOMATSU PC490LCI-11 HYDRAULIC EXCAVATOR w/ GPS GRADE CONTROL SYSTEM
2013	KOMATSU WA270-7 WHEEL LOADER
2016	KOMATSU ***WA270-8*** WHEEL LOADER
2018	KOMATSU ***WA270-8*** WHEEL LOADER
2017	KOMATSU ***WA270-8*** WHEEL LOADER
2020	LEGEND TRAILERS 40 FT. GOOSENECK - 36 TON
2022	LEICA 2" iCR80S ROBOTIC TOTAL STATION
1998	LODRIL MODEL LLMHT-40 (MOUNTED ON 100)
2000	LOWE - GLC MODEL 17'11" ALUMINUM BOAT w/OUTBD. ENG.
2012	MACK 4 AXLE DUMP TRUCK
2018	MACK GU713 GRANITE TRI-AXLE DUMP TRUCK
2015	MACK GU713 GRANITE TRI-AXLE DUMP TRUCK w/ BRISTOL DONALD BIBEAU BODY
2011	MACK GU713 w/AMERICAN ROLL-OFF BODY
2013	MAGIC TILT - **TALS 2044** BOAT TRAILER -
2006	MAGIC TILT BOAT TRAILER - For V 613
2017	MAGNUM **MLT3060K** LIGHT TOWER
2012	MAGNUM PRO **MLT3060** LIGHT TOWER
2023	MANITOWOC 12000 CRAWLER CRANE
2019	MAXXD - DOX10222 - 22' UTILITY TRAILER
2016	MWI PUMPS - MODEL # HT004 - 4" SUB. TRASH PUMP w/ 800D HYDRAULIC DRIVE UNIT & ACCESSORIES
-	MWI RWP06T01 - 6" WATER PUMP
2004	NEW HOLLAND TRACTOR
2022	PEMBERTON L300 / 500-8-106 LOADER RAKE ATTACHMENT
2022	PEMBERTON MDG400-PC450 CONCRETE DENSIFIER / PULVERIZER
2015	PETERBILT 365 w/ ALTEC AC38-127S CRANE
2018	PETERBILT 367 w/ NATIONAL 900A CRANE # 300869

2018	PETERBILT 389 TRI-AXLE TRACTOR
2025	PETERBILT 567 TRI AXLE DUMP TRUCK
2005	PETERBILT TRACTOR
2003	PIKE 8 TON TAG-ALONG TRAILER
2023	PJ 14' DUMP TRAILER - DG-142 - 7'x14' - 7 TON
2023	PJ TRAILER MODEL CC-202-5SWR EQUIP. TRAILER
2023	PJ TRAILER MODEL CC-202-5SWR EQUIP. TRAILER
2023	PJ TRAILER MODEL CC-202-5SWR TAG-ALONG EQUIP. TRAILER
2022	POSEIDON MODEL # 2RK7 - 10'x10'x7' RAKE ROLL FORM DECK
2022	POSEIDON MODEL # 2RK7 - 10'x10'x7' RAKE ROLL FORM DECK
2022	POSEIDON MODEL # 2RK7 - 10'x10'x7' RAKE ROLL FORM DECK
2022	POSEIDON MODEL # 2RK7 - 10'x10'x7' RAKE ROLL FORM DECK
2025	POSEIDON MODEL P2-5-RAKE - 10'x10'x5' RAKE SECTIONAL BARGE
2025	POSEIDON MODEL P2-5-RAKE - 10'x10'x5' RAKE SECTIONAL BARGE
2025	POSEIDON MODEL P2-5-RAKE - 10'x10'x5' RAKE SECTIONAL BARGE
2025	POSEIDON MODEL P2-5-RAKE - 10'x10'x5' RAKE SECTIONAL BARGE
2025	POSEIDON P2 - 40'x10'6"x5' RF DECK w/HATCH SECTIONAL BARGE
2025	POSEIDON P2 - 40'x10'6"x5' RF DECK w/HATCH SECTIONAL BARGE
2017	PROGRESSIVE INDUSTRIA 610 SUPER TRIUMPH MODEL -25.5 PUSH BOAT w/ TWIN CUMMIN ENG. 610 HP TOTAL."KELLIE McCOY"...
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL - "REBECCA TURBIN"
-	RAKE- LOADER RAKE 96"
2021	ROLL OFF 24' FLATBED HS
2015	ROLL OFF CONTAINER 30 C.Y. (OPEN)
2021	ROLL OFF CONTAINER 30 C.Y. (OPEN) HS
2021	ROLL OFF CONTAINER 30 C.Y. (OPEN) HS
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN
2016	ROLL-OFF CONTAINER - 20 C.Y. OPEN
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER
2013	SCHWING SP750-15D TAG-ALONG CONCRETE PUMP
1996	SEA ARK BOATS, INC. - 21' CREW BOAT w/ (2) YAMAHA 150 HP OUTBOARD MOTORS
2000	SEA ARK BOATS, INC. - 20' VS ALUMINUM HULL BOAT
2017	TALBERT 60 TON - FLD LOBOY

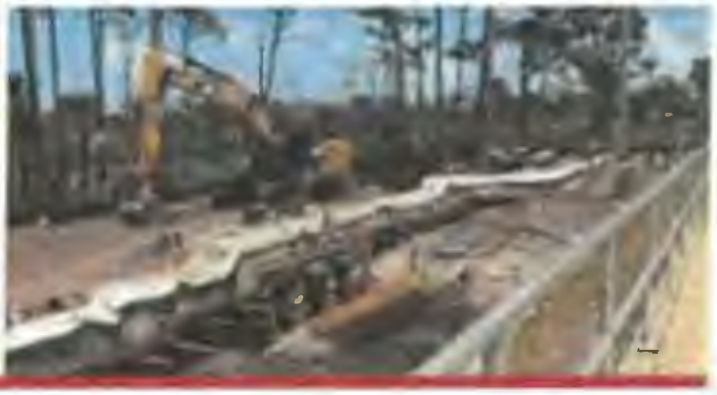
-	THOMPSON 10" DD Submersible head - HYDRAULIC PUMP
2012	TRAMAC SC28 HYDRAULIC BREAKER (PC55) Attaches to 1089
2018	VACTRON **CV873SGT** TRAILER MOUNTED VAC SYSTEM
2006	VARIOUS FLEXI FLOAT BARGES -6 UNITS @ 10x40x7 AND 4 UNITS @ 10x20x7
2021	VERMEER CV873GT TRAILER MOUNTED VAC SYSTEM
2006	WACKER G25 - 25KVA PORTABLE GENERATOR
2006	WACKER G25 - 25KVA PORTABLE GENERATOR
2024	WASTEQUIP 20 YD. OPEN CONTAINER
2024	WASTEQUIP 20 YD. OPEN CONTAINER
2024	WASTEQUIP 30 YD. OPEN CONTAINER
2024	WASTEQUIP 30 YD. OPEN CONTAINER
1998	WELLS CARGO ENCLOSED UTILITY TRAILER
2025	WESTERN STAR 47X TRI-AXLE DUMP TRUCK
2020	WYLIE MANUFACTURING EXP-500 WATER TRAILER

FERREIRA

PROJECT HIGHLIGHTS







Savannas Preserve South

In support of habitat restoration efforts within Savannas Preserve State Park and to reduce flooding in the downstream Warner Creek watershed, this project was undertaken to construct an operable water control weir structure at the intersection of Jensen Beach Boulevard and Warner Creek. The improvement was intended to restore natural hydrologic conditions, enhance environmental habitat, and improve flood management for surrounding areas. The work supported long-term watershed resilience and environmental stewardship within the park and adjacent communities. Ferreira served as the prime contractor on the project.

FAST FACTS

LOCATION:

Stuart, Florida

OWNER:

Martin County BOCC

PROJECT VALUE:

$623,717.89

YEAR COMPLETED:

2023

FERREIRA

PROJECT HIGHLIGHTS







Lantana Sea Pines SW Pump Station

This project involved the construction of a new stormwater pump station to enhance drainage capacity and reduce flooding within the Sea Pines neighborhood of Lantana, Florida.

The new facility replaced undersized infrastructure with upgraded systems designed to improve stormwater management and support long-term resiliency. The scope also included installation of modern drainage components and full roadway restoration. Construction activities were carefully managed to avoid disruption to existing utilities and to minimize impacts on the surrounding community. All work was completed in full compliance with project plans, specifications, and regulatory requirements.

Ferreira was the prime contractor and was responsible for:

- Installing a new stormwater pump station, including pumps, wet wells, and control systems.
- Upgrading existing drainage infrastructure and stormwater piping.
- Performing roadway restoration and coordinating traffic control and utility adjustments within the right-of-way.

FAST FACTS

LOCATION:

Lantana, Florida

OWNER:

Town of Lantana

PROJECT VALUE:

$998,995

YEAR COMPLETED:

2025

FERREIRA

PROJECT HIGHLIGHTS



Phipps Park Renovations Phase II

The Phipps Park Renovations Phase II in Stuart, Florida, focused on significant upgrades to enhance the park's facilities and infrastructure. These improvements aimed to bolster both the recreational offerings and environmental resilience of the park. Enhancements such as the conversion from septic to sewer systems, shoreline stabilization, and improved camping amenities were integral to this phase, ensuring Phipps Park could better serve both local residents and visitors. Ferreira was the prime contractor and was responsible for:

- Construction of asphalt driveways.
- Construction Concrete Sidewalks
- Installation of storm drainage systems.
- Construction of new retention ponds.
- Installation of two sanitary lift stations.
- Construction upgrades to the park's water and sewer systems.
- Added rip-rap for bank stabilization.

FAST FACTS

LOCATION:

Stuart, FL

OWNER:

Martin County Board of County Commissioners

PROJECT VALUE:

$3.2 Million

YEAR COMPLETED:

2023

FERREIRA

PROJECT HIGHLIGHTS



JUPITER MEDICAL CENTER-SURGERY INSTITUTE

In early January 2020, the Jupiter Medical Center (JMC) revealed plans to build a new 90,000-square-foot Surgical Institute slated to open in 2023. The institute will house 16 state-of-the-art operating rooms and two hybrid operating rooms in the dedicated facility. The plans for the Surgical Institute came in direct response to Jupiter Medical Center's rapid growth and trying to enhance its facilities to keep up with competitors as JMC is one of the few stand-alone hospitals left in South Florida. Ferreira Southern was the prime contractor on the Surgery Institute portion of the project and was responsible for:

- The installation of sanitary sewer, stormwater management solutions.
- Construction of sidewalks.
- Site striping.

FAST FACTS

LOCATION:

Jupiter, Florida

OWNER:

Jupiter Medical Center

PROJECT VALUE:

$4 Million

YEAR COMPLETED:

2022

T-6427 & T-6442 NW 47th Ave Widening & Drainage/ Water & Sewer Improvements

FERREIRA

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

Miami Gardens, FL



OWNER:
FDOT

PROJECT VALUE:
$31.5 Million

COMPLETTION DATE:
2021

NW 47th Ave has been a 2-lane roadway since the 1960's. The Florida Department of Transportation recognized that this area was developing rapidly and that this major corridor required improvement. The four miles from South of NW 183rd Street (Miami Gardens) to Premier Parkway (Broward County) improvements consisted of going from a 2-lane rural roadway to a 4-lane urban roadway with bike lanes and a landscaped median.

- Installation of 375 drainage structures
- 13,208 LF of solid drainage pipe
- 17,200 of exfiltration trenches (french drain system)
- 18,137 LF of water and sewer installation
- Installation of concrete sidewalks, curb and gutter, lighting, handrails, signalization, and over 9,000 tons of asphaltic friction course

Surface Water Management System

FLORIDA POWER AND LIGHT (FP&L)

Port Everglades, FL



OWNER:
FP&L

PROJECT VALUE:
$1,273,125

DATE COMPLETED:
2016

TYPE OF PROJECT:
ELECTRIFIED YARD





Ferreira's work included site preparation, excavation, the construction of an access drive, and the construction of five retention basins for a drainage system running through the Port Everglades switchyard.

In addition, 1400 LF of drainage was installed throughout the switchyard accommodated the newly constructed retention ponds. Ferreira was tasked with performing this work while the FP&L facility was in full operation.

FERREIRA

PROJECT HIGHLIGHTS









ASPLUNDH LOT DRAINAGE IMPROVEMENTS

The Asplundh Lot Drainage Improvements project successfully resolved drainage challenges within the parking lot, walkways, and drive areas, significantly enhancing the site's overall functionality and safety. The project involved clearing the lot and stabilizing the subgrade to prepare for further improvements. A 10-inch rock base was carefully placed to provide a solid foundation for the new asphalt surface. To ensure optimal drainage, a swale was constructed and sod was installed. Key infrastructure improvements included the installation of drainage pipes, structures, curbs, flumes, and an 8-inch concrete pad. The project was completed with fresh asphalt paving and precise striping, ensuring a durable and well-marked surface that meets the needs of all users.

FAST FACTS

LOCATION:

Riviera Beach, Florida

OWNER:

Florida Power & Light Company

PROJECT VALUE:

$629,437

YEAR COMPLETED:

2021





CR 609 OUTFALL DITCH CULVERT REPLACEMENT

The CR 609 Outfall Ditch Culvert Replacement project involved the removal and replacement of the existing culvert with a new 66-inch reinforced concrete pipe (RCP) culvert to improve water flow and prevent flooding. As part of the project, the slopes of the canal were regraded to ensure proper drainage and enhance the overall stability of the surrounding area. To further prevent erosion and protect the integrity of the canal, a high-quality fabric was installed along the slopes. The final step included the placement of riprap along the regraded slopes to provide additional erosion control and safeguard the culvert and canal from potential water damage. This comprehensive approach was designed to improve the functionality and longevity of the outfall ditch system.

FAST FACTS

LOCATION:

Indiantown, Florida

OWNER:

Martin County Board of County Commissioners

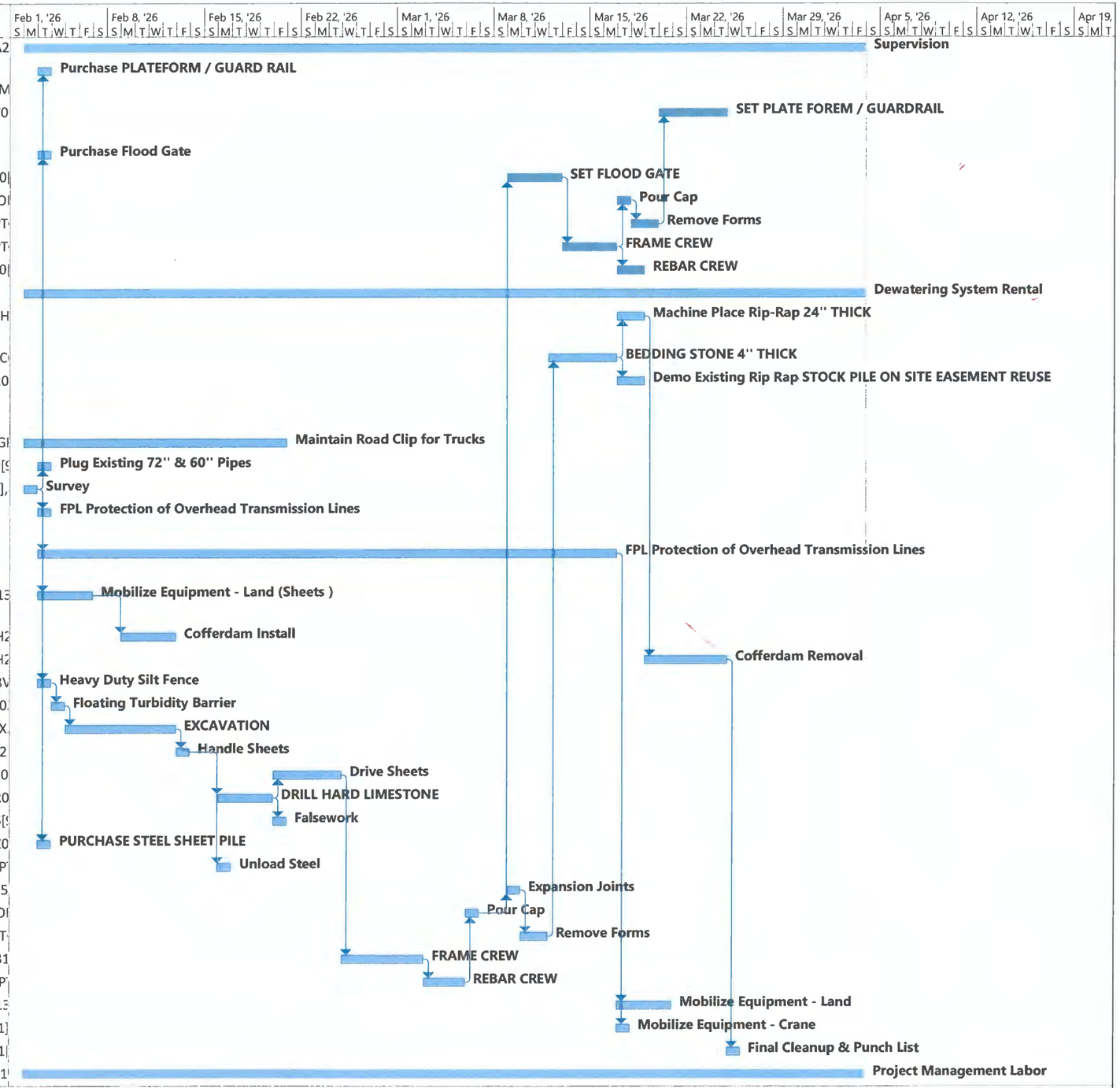
PROJECT VALUE:

$474,441

YEAR COMPLETED:

2019

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		Supervision	45 days	Mon 2/2/26	Fri 4/3/26		8VPT03[360],AA2
2		Purchase PLATEFORM / GUARD RAIL	1 day	Tue 2/3/26	Tue 2/3/26	16	2M PLATFORM[1],2M
3		SET PLATE FOREM / GUARDRAIL	3 days	Fri 3/20/26	Tue 3/24/26	7	8CR10[27],8VPT0
4		Purchase Flood Gate	1 day	Tue 2/3/26	Tue 2/3/26	16	2M 31A[1]
5		SET FLOOD GATE	4 days	Mon 3/9/26	Thu 3/12/26	32	8VPT02[36],LB10
6		Pour Cap	1 day	Tue 3/17/26	Tue 3/17/26	8	2CA08[9.45],2CO
7		Remove Forms	2 days	Wed 3/18/26	Thu 3/19/26	6	8STG20[18],8VPT
8		FRAME CREW	2 days	Fri 3/13/26	Mon 3/16/26	5	8STG20[18],8VPT
9		REBAR CREW	2 days	Tue 3/17/26	Wed 3/18/26	8	8VPT02[18],LB10
10		Dewatering System Rental	45 days	Mon 2/2/26	Fri 4/3/26		6A01[3]
11		Machine Place Rip-Rap 24" THICK	2 days	Tue 3/17/26	Wed 3/18/26	12	2BC210[892],8CH
12		BEDDING STONE 4" THICK	3 days	Thu 3/12/26	Mon 3/16/26	33	2BC001[148],2EC
13		Demo Existing Rip Rap STOCK PILE ON SITE EASEMENT REUSE	2 days	Tue 3/17/26	Wed 3/18/26	12	8CH16[18],8LD10
14		Maintain Road Clip for Trucks	15 days	Mon 2/2/26	Fri 2/20/26		8CME32[135],8GI
15		Plug Existing 72" & 60" Pipes	1 day	Tue 2/3/26	Tue 2/3/26	16	6A05[4],8RTB60[9
16		Survey	1 day	Mon 2/2/26	Mon 2/2/26		4GE[1],4SURV[5],
17		FPL Protection of Overhead Transmission Lines	1 day	Tue 2/3/26	Tue 2/3/26	16	4ELEC[4]
18		FPL Protection of Overhead Transmission Lines	30 days	Tue 2/3/26	Mon 3/16/26	16	LB12[270]
19		Mobilize Equipment - Land (Sheets)	4 days	Tue 2/3/26	Fri 2/6/26	16	8VTT04[36],TM13
20		Cofferdam Install	4 days	Mon 2/9/26	Thu 2/12/26	19	8CH16[36],8PDH2
21		Cofferdam Removal	4 days	Thu 3/19/26	Tue 3/24/26	11	8CH16[36],8PDH2
22		Heavy Duty Silt Fence	1 day	Tue 2/3/26	Tue 2/3/26	16	2EC240[1,240],8V
23		Floating Turbidity Barrier	1 day	Wed 2/4/26	Wed 2/4/26	22	3EC030[4],8VPT0
24		EXCAVATION	6 days	Thu 2/5/26	Thu 2/12/26	23	2BSTAB[903],2EX
25		Handle Sheets	1 day	Fri 2/13/26	Fri 2/13/26	24	8LD10[9],8VPT02
26		Drive Sheets	3 days	Fri 2/20/26	Tue 2/24/26	27	8CH16[27],8LD10
27		DRILL HARD LIMESTONE	4 days	Mon 2/16/26	Thu 2/19/26	25	2TOOLING[1],6R0
28		Falsework	1 day	Fri 2/20/26	Fri 2/20/26	27	3MISC[1],8CH16[
29		PURCHASE STEEL SHEET PILE	1 day	Tue 2/3/26	Tue 2/3/26	16	2FSZ01[23],2FSZ0
30		Unload Steel	1 day	Mon 2/16/26	Mon 2/16/26	25	8MATH02[9],8VP
31		Expansion Joints	1 day	Mon 3/9/26	Mon 3/9/26	32	2CONTROLJOIN[5
32		Pour Cap	1 day	Fri 3/6/26	Fri 3/6/26	35	2CA08[37.8],2CO
33		Remove Forms	2 days	Tue 3/10/26	Wed 3/11/26	31	8STG20[18],8VPT
34		FRAME CREW	4 days	Wed 2/25/26	Mon 3/2/26	26	3F1[1],8STG20[31
35		REBAR CREW	3 days	Tue 3/3/26	Thu 3/5/26	34	2MREBAR[1],8VP
36		Mobilize Equipment - Land	4 days	Tue 3/17/26	Fri 3/20/26	18	8VTT04[36],TM13
37		Mobilize Equipment - Crane	1 day	Tue 3/17/26	Tue 3/17/26	18	9M12[1],9M14[1]
38		Final Cleanup & Punch List	1 day	Wed 3/25/26	Wed 3/25/26	21	8LD20[9],8VST01
39		Project Management Labor	45 days	Mon 2/2/26	Fri 4/3/26		8VPT03[360],AA1



Project: M-O OUTFALL CANAL
Date: 01/15/26

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

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-412.1-CORP
CONTRACTOR'S CORPORATE RESOLUTION

Ferreira Construction Co., Inc.
(Corporate Name)

WHEREAS, Indian Trail Improvement District, an independent special district of the State of Florida ("District"), has invited interested Contractors to submit a Bid to do certain Work as further defined in District's Contract Documents; and

WHEREAS, this corporation submitted a bid in accordance with the aforementioned Contract Documents; and

WHEREAS, a proposed Agreement has been presented to this corporation by District for carrying out the Work as set forth in this corporation's Proposal; and

WHEREAS, this corporation desires to enter into said Agreement with District;

NOW, THEREFORE, BE IT RESOLVED, that John Ciabattari, the ☐ President, ☑ Vice President or ☐ _____ (other officer) of this corporation be, and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this corporation and under its corporate seal the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated with said copy being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the officers of this corporation be and they are hereby authorized, empowered, and directed in the name and for the account of this corporation to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Board of Directors of Ferreira Construction Co., Inc., **INC.,** a corporation duly organized and existing under the laws of the State of New Jersey, having its principal place of business at 31 Tannery Road (Address), Branchburg (City), and authorized and qualified to conduct business in the State of Florida, duly adopted in accordance with the By-Laws, and recorded in the Minutes of the meeting of said Board held on the 13th day of June 20 23, and now in full force and effect.

IN WITNESS WHEREOF, I have here unto subscribed my name and affixed the seal of the corporation this 15 th day of January, 20 26.

(CORPORATE SEAL)

Ferreira Construction Co., Inc.
(Insert Corporate Name)

(Name Signed)

John Ciabattari, Vice President
(Name and Title Printed)

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15 th day of January 2026, , Robert Higginbotham as Officer of Ferreira Construction Co., Inc. on behalf of the Company who is
(Name) (Company Name)

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein
Notary Public

Cecilia Hein
Name Printed

Notary Public, State of Florida

FERREIRA

CORPORATE RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE PRESIDENT OF FERREIRA CONSTRUCTION CO., INC.
IN LIEU OF A MEETING

The undersigned, being the sole Director of FERREIRA CONSTRUCTION CO., INC. a New Jersey corporation (the "Corporation"), pursuant to the provisions of Section 14A:6-16, Corporations, General of the New Jersey Statutes, hereby consents in writing to the adoption of, and does hereby adopt, the following resolutions, to be effective as though adopted by the President of the Corporation at a meeting duly called and held:

LET IT BE RESOLVED that the following persons are officers of the Corporation, the same to serve at the pleasure of the Board:

President: Nelson Ferreira
Senior Vice President/ CFO: Jerry Killian
Senior Vice President: Dictinio Garcia
Senior Vice President: Nancy Vliet
Senior Vice President: Brian Delpome
Vice President of Stuart, Florida Operations: John Ciabattari
Vice President of Medley, Florida Operations: Danny Garcia
Vice President of Ferreira Coastal Operations: Brandon Pensick
Vice President of Electrical, Southern Division: Robert Higginbotham
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci
Secretary/Treasurer: Luis Pacheco

LET IT BE FURTHER RESOLVED, the officers of Ferreira Construction Co., Inc. have authority to sign all contracts and bind the corporation.

IN WITNESS WHEREOF, I have set my hand on this 13th day of June 2023

Nelson Ferreira, President/CEO Ferreira Construction Co., Inc.

THERESE CUCCO
NOTARY PUBLIC OF NEW JERSEY
Commission # 2409057
My Commission Expires 6/2/2028

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-412.1-CORP
CONTRACTOR'S CORPORATE RESOLUTION

Ferreira Construction Co., Inc.
(Corporate Name)

WHEREAS, Indian Trail Improvement District, an independent special district of the State of Florida ("District"), has invited interested Contractors to submit a Bid to do certain Work as further defined in District's Contract Documents; and

WHEREAS, this corporation submitted a bid in accordance with the aforementioned Contract Documents; and

WHEREAS, a proposed Agreement has been presented to this corporation by District for carrying out the Work as set forth in this corporation's Proposal; and

WHEREAS, this corporation desires to enter into said Agreement with District;

NOW, THEREFORE, BE IT RESOLVED, that John Ciabattari, the ☐ President, ☑ Vice President or ☐ _____ (other officer) of this corporation be, and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this corporation and under its corporate seal the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated with said copy being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the officers of this corporation be and they are hereby authorized, empowered, and directed in the name and for the account of this corporation to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Board of Directors of Ferreira Construction Co., Inc., **INC.,** a corporation duly organized and existing under the laws of the State of New Jersey, having its principal place of business at 31 Tannery Road (Address), Branchburg (City), and authorized and qualified to conduct business in the State of Florida, duly adopted in accordance with the By-Laws, and recorded in the Minutes of the meeting of said Board held on the 13th day of June 20 23, and now in full force and effect.

IN WITNESS WHEREOF, I have here unto subscribed my name and affixed the seal of the corporation this 15 th day of January, 20 26.

(CORPORATE SEAL)

Ferreira Construction Co., Inc.
(Insert Corporate Name)

(Name Signed)

John Ciabattari, Vice President
(Name and Title Printed)

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15 th day of January 2026, , Robert Higginbotham as Officer of Ferreira Construction Co., Inc. on behalf of the Company who is
(Name) (Company Name)

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein
Notary Public

Cecilia Hein
Name Printed

Notary Public, State of Florida

FERREIRA

CORPORATE RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE PRESIDENT OF FERREIRA CONSTRUCTION CO., INC.
IN LIEU OF A MEETING

The undersigned, being the sole Director of FERREIRA CONSTRUCTION CO., INC. a New Jersey corporation (the "Corporation"), pursuant to the provisions of Section 14A:6-16, Corporations, General of the New Jersey Statutes, hereby consents in writing to the adoption of, and does hereby adopt, the following resolutions, to be effective as though adopted by the President of the Corporation at a meeting duly called and held:

LET IT BE RESOLVED that the following persons are officers of the Corporation, the same to serve at the pleasure of the Board:

President: Nelson Ferreira
Senior Vice President/ CFO: Jerry Killian
Senior Vice President: Dictinio Garcia
Senior Vice President: Nancy Vliet
Senior Vice President: Brian Delpome
Vice President of Stuart, Florida Operations: John Ciabattari
Vice President of Medley, Florida Operations: Danny Garcia
Vice President of Ferreira Coastal Operations: Brandon Pensick
Vice President of Electrical, Southern Division: Robert Higginbotham
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci
Secretary/Treasurer: Luis Pacheco

LET IT BE FURTHER RESOLVED, the officers of Ferreira Construction Co., Inc. have authority to sign all contracts and bind the corporation.

IN WITNESS WHEREOF, I have set my hand on this 13th day of June 2023

Nelson Ferreira, President/CEO Ferreira Construction Co., Inc.

THERESE CUCCO
NOTARY PUBLIC OF NEW JERSEY
Commission # 2409057
My Commission Expires 6/2/2028

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-413
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Indian Trail Improvement District by John Ciabattari, V.P. (Name of Person Signing Form)
   on behalf of Ferreira Construction Co., Inc. (Company Name), whose business address is 13000 SE Flora Avenue (Address)
   Hobe Sound (City), Florida (State) 33455 (Zip Code) and who's Federal Employer Identification Number (FEIN) is 22-3334957.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
   a. A predecessor or successor of a person convicted of a public entity crime or;
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,

1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Name and Title John Ciabattari, Vice President

Before me personally appeared John Ciabattari, V.P., to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15 th day of January, 20 26.

Notary Public, State of Florida

My Commission Expires: June 29, 2027

NOTARY PUBLIC STATE OF FLORIDA

CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-414
NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of MARTIN

John Ciabattari (Name), being first duly sworn, deposes and says that:

1. He/she is Vice President (Title) of the party making the foregoing proposal or bid; and

2. The proposal or bid is genuine and not collusive or sham; and

3. Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Indian Trail Improvement District of any person interested in the proposed contract; and

4. All statements in the proposal or bid are true.

(Bidder, if the bidder is an Individual;
Partner, if the bidder is a Partnership;
Officer, if the bidder is a Corporation
Managing Member, if the bidder is an LLC)

John Ciabattari. V.P.

Ferreira Construction Co., Inc.
(Bidder/*Company Name*)

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15 th day of January, 20 26, by John Ciabattari (Name), as Vice President (Title) of Ferreira Construction Co., Inc. (Company Name) on behalf of the Company who is

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Notary Public

Cecilia Hein - HH378794
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-415

DRUG-FREE WORKPLACE CERTIFICATION

Bidder acknowledges that preference shall be given to businesses with drug-free workplace programs pursuant to Section 287.087, Florida Statutes. Whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Ferreira Construction Co., Inc.
COMPANY NAME

PROVIDER'S SIGNATURE

John Ciabattari, Vice President
PROVIDER'S NAME PRINTED

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-416
VENDOR CODE OF CONDUCT AFFIDAVIT

State of Florida

County of Martin

John Ciabattari, being first duly sworn, deposes and says that:

1. He/she is Vice President (Title) of the Vendor entering into an Agreement to provide commodities or services to Indian Trail Improvement District ('District"); and .
2. He understands that District Purchasing Policy requires all vendors to adhere to the principles and conduct standards of the ***Vendor Code of Conduct***, attached hereto as **Attachment "1";** and
3. On behalf of the Vendor, he/she affirms that its performance of the Agreement will conform to such principles and standards; and
4. He/she further understands that failure of Vendor to conform to such principle or standards may result in remedial actions by District to assure compliance, including but not limited to termination of the Agreement.

Signature

John Ciabattari, Vice President
Name Printed

Ferreira Construction Co., Inc.
Vendor's Name

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☑ physical presence ☐ online notarization, this 15 th day of January, 20 26, by John Ciabattari (Name of Person) as Vice President (Type of Authority, e.g., Officer, Trustee, Attorney In Fact) for Ferreira Construction Co., Inc. (Name of Party on Behalf of Whom Instrument Was Executed).

(Seal) NOTARY PUBLIC STATE OF FLORIDA CECILIA R. HEIN Commission # HH 378794 Expires June 29, 2027

Personally Known: ✓
OR Produced Identification: ____
Type of Identification Produced:
_____

Signature of Notary Public

Cecilia Hein
Print, Type or Stamp Name of Notary

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-417
ANTI-KICKBACK AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that no money or contributions have or will be paid to any officer(s) or employee(s) of the Indian Trail Improvement District as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the firm, as a result of or in connection with my Firm's submittal of the attached Bid.

By: _____
(Signature)

John Ciabattai
(Name Printed)

Vice President
(Title)

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15 th day of January 2026, by John Ciabattari (Name), as Vice President (Title) of Ferreira Construction Co., Inc (Company Name), on behalf of the Company who is

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein
Notary Public

Cecilia Hein
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-418

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Ferreira Construction Co., Inc. hereby provides written assurance that compliance with
(Name of Contractor)
applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (2019), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
N/A	Sloping	$ 1,000.00
		$
		$
		$
		$
	Total	$ 1,000.00

(Signature) John Ciabattari, Vice President January 15, 2026 (Date)

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15 th day of January 20 26, by John Ciabattari (Name), as Vice President (Title) of Ferreira Construction Co., Inc. (Company Name), on behalf of the Company who is

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein
Notary Public

Cecilia Hein
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-419
SWORN STATEMENT UNDER SECTION 287.135, FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES PROVIDING GOODS OR SERVICES WITH ACTIVITIES IN SUDAN OR IRAN, OR ENGAGING IN BUSINESS IN CUBA OR SYRIA, OR ENGAGED IN A BOYCOTT OF ISRAEL

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Indian Trail Improvement District (the "District") by John Ciabattari

on behalf of Ferreira Construction Co., Inc. (the "Company"), whose business address

is 13000 SE Flora Avenue, Hobe Sound FL 33455 and whose Federal Employer Identification

Number (FEIN) is 22-3334957.

2. Based on information and belief, the statements which I have marked below are true in relation to the Company [*please check the appropriate boxes*].

The Company:

a. ☐ **is**[or] ☑ **is not** on the Scrutinized Companies with Activities in Sudan List; and

b. ☐ **is**[or] ☑ **is not** on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

c. ☐ **is** [or] ☑ **is not** engaged in business in Cuba or Syria

d.. ☐ **is** [or] ☑ **is not** on the Scrutinized Companies that Boycott Israel List.

3. Affiant acknowledges on behalf of the Company that:

a. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473,F.S., or is engaged in business in Cuba or Syria, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of $1 million or more; and

b. The District may terminate the contract if the company is found to have submitted a false certification in violation of §287.135, F.S., or is subsequently placed on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, on the Boycott of Israel List, or engages in business in Cuba or Syria.

(Name) John Ciabattari

Vice President

(Title)

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15 th day of January 20 26, by John Ciabattari (Name), as Vice President (Title) of Ferreira Construction Co., Inc. (Company Name), on behalf of the Company who is

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein
Notary Public

Cecilia Hein
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-420
HUMAN TRAFFICKING AFFIDAVIT (NONGOVERNMENTAL ENTITY)
(Section 787.06(13), Florida Statutes)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Ferreira Construction Co., Inc. 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.

(Name Signed)

John Ciabattari, Vice President
(Name Printed)

STATE OF Florida

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☑ physical presence ☐ online notarization, this 15 th day of January, 20 26, by John Ciabattari as Vice President of Ferreira Construction Co.,Inc., a New Jersey (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is ☑ personally known to me or ☐ has produced _____ (Type of Identification) as identification.

(Notary Seal) Signature
of Notary Public

Cecilia Hein
Print, Type or Stamp Name of Notary

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

State of Florida
Notary Public
HH378794 Expires: June 29, 2027
Serial Number, if any

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-421
NPDES ILLICIT DISCHARGE AGREEMENT

I, John Ciabattari, Vice President, certify that I am an authorized agent of Ferreira Construction Co., Inc.
(Print First and Last) (Print Company Name)

responsible for the overview and satisfactory completion of the above titled Project.

I acknowledge and agree to:

- Inform my field operators and other representatives to be observant and notify me of any Illicit Discharges discovered on District-owned property or waterways while my staff or representatives are performing work as related to the specific contract noted above.
- Train my field operators and other representatives on the conditions to be particularly observant of and if necessary, request Indian Trail Improvement District to hold additional training classes.
- Forward to District, with each billing cycle, a completed Illicit Discharge Detection Form (attached).
- Upon discovery of an illicit discharge, complete and forward to District an Illicit Discharge Detection Report (all forms available upon request to District)

(Signed)

John Ciabattari
(Print Name)

Vice President
(Title)

January 15, 2026
(Date)

Ferreira Construction Co., Inc.
(Company Name)

[23-0804]

INDIAN TRAIL IMPROVEMENT DISTRICT

M-0 Outfall Canal Structure
PROJECT NO 91084.006

FORM C-423

NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES
Sunshine State One-Call

The undersigned Contractor hereby confirms to Owner and Engineer that Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. §556.105 before the commencement of any excavation or demolition required for the Work.

Executed this 15 th day of January, 20 26.

Ferreira Construction Co., Inc.
(Name of Contractor)

(Signature)

John Ciabattari
(Print Name)

Vice President
(Title)

END OF SECTION

Client#: 353923 FERRECONST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2025

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

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

PRODUCER	CONTACT NAME: Breffni McEntee	
Conner Strong & Buckelew 32 Old Slip, Suite 3204 New York, NY 10005	PHONE (A/C, No, Ext): 646-891-4981	FAX (A/C, No): 646-843-3936
	E-MAIL ADDRESS: bmcentee@connerstrong.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Co.	23035
INSURED Ferreira Construction Co., Inc. 13000 SE Flora Avenue Hobe Sound, FL 33455	INSURER B : AXIS Surplus Insurance Company	26620
	INSURER C : Sutton Specialty Insurance Company	16848
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TB2631510814025	07/01/2025	07/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AS2631510814015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB [X] OCCUR			P00100376214601	07/01/2025	07/01/2026	EACH OCCURRENCE	$3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA263D510814035	07/01/2025	07/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Liability			AESIR276AEFF3FCC 022025	07/01/2025	07/01/2026	$10M Occ. / $20M Agg.	

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

Evidence of Insurance.

CERTIFICATE HOLDER

Evidence of Insurance.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W. Michael Tapmond

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ALA

Client#: 353923 FERRECONST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2025

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

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

PRODUCER
Conner Strong & Buckelew
32 Old Slip, Suite 3204
New York, NY 10005

CONTACT NAME: Breffni McEntee
PHONE (A/C, No, Ext): 646-891-4981 **FAX (A/C, No):** 646-843-3936
E-MAIL ADDRESS: bmcentee@connerstrong.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Co.	23035
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Sutton Specialty Insurance Company	16848
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ferreira Construction Co., Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			TB2631510814025	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			AS2631510814015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P00100376214601	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA263D510814035	07/01/2025	07/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Excess Liability			AESIR276AEFF3FCC 022025	07/01/2025	07/01/2026	$10M Occ. / $20M Agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Qualifier: Dictinio Garcia Contractors; License Number: CGC1509418 Qualifier is included as an insured under the insurance policies evidenced aboce.

CERTIFICATE HOLDER
Palm Beach County C/o
Contractors Certification
2300 N. Jog Rd, Ste. 2W-61
West Palm Beach, FL 33411

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

AUTHORIZED REPRESENTATIVE
W. Michael Traynor

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Client#: 353923 FERRECONST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2025

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

PRODUCER	CONTACT NAME: Breffni McEntee	
Conner Strong & Buckelew 32 Old Slip, Suite 3204 New York, NY 10005	PHONE (A/C, No, Ext): 646-891-4981	FAX (A/C, No): 646-843-3936
	E-MAIL ADDRESS: bmcentee@connerstrong.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
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INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Sutton Specialty Insurance Company	16848
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ferreira Construction Co., Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TB2631510814025	07/01/2025	07/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AS2631510814015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			P00100376214601	07/01/2025	07/01/2026	EACH OCCURRENCE	$3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA263D510814035	07/01/2025	07/01/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Liability			AESIR276AEFF3FCC 022025	07/01/2025	07/01/2026	$10M Occ. / $20M Agg.	

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

RE: Robert A Higginbotham; Electrical Contractors, License No. EC13006679 (Qualifier) is included as an insured under the insurance policies evidenced above.

CERTIFICATE HOLDER

Palm Beach County c/o
Contractors Certification
2300 N. Jog Rd. 2nd Floor -
Suite 2W-61
West Palm Beach, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W. Michael Fitzgerald

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ALA

State of Florida
Department of State

I certify from the records of this office that FERREIRA CONSTRUCTION CO. INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on April 9, 2004.

The document number of this corporation is F04000001981.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 8, 2026, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of January, 2026

Secretary of State

Tracking Number: 5233539122CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Detail by Entity Name

Foreign Profit Corporation
FERREIRA CONSTRUCTION CO. INC.

Cross Reference Name

FERREIRA CONSTRUCTION CO. INC.

Filing Information

Document Number	F04000001981
FEI/EIN Number	22-3334957
Date Filed	04/09/2004
State	NJ
Status	ACTIVE
Last Event	DROPPING DBA
Event Date Filed	02/20/2023
Event Effective Date	NONE

Principal Address

31 TANNERY ROAD
BRANCHBURG, NJ 08876

Changed: 01/09/2007

Mailing Address

31 TANNERY ROAD
BRANCHBURG, NJ 08876

Changed: 01/09/2007

Registered Agent Name & Address

ROBERT A. BURSON, P.A.
900 SE OCEAN BOULEVARD
SUITE C-120
STUART, FL 34994

Name Changed: 11/18/2022

Address Changed: 11/18/2022

Officer/Director Detail

Name & Address

Title President

FERREIRA, NELSON
12630 Seminole Beach Rd
North Palm Beach, FL 33412

Title SR VP

GARCIA, DICTINIO
2836 Biarritz Drive
Palm Beach Gardens, FL 33410

Title SEC, TREASURER

PACHECO, LOU
197 CAROL JEAN WAY
BRANCHBURG, NJ 08876

Title SR VP

DELPOME, BRIAN
42 Philhower Road
lebanon, NJ 08833

Title VP

Seelman, Michael C
16 Ramar Street
Flanders, NJ 07836

Title SR VP

VLIET, NANCY
19 Thomas Rd
Glen Gardner, NJ 08826

Title Sr. Vice President/ CFO

Killian, Jerome
158 Tyler Way
Yardley, PA 19067

Title VP

CIABATTARI, JOHN
1654 SW Foxpoint Trail
PALM CITY, FL 34990

Title VP

GARCIA, DANNY
9804 SW 161 PLACE
MIAMI, FL 33196

Title VP

HIGGINBOTHAM, ROBERT
12362 152nd St N
JUPITER, FL 33478

Title VP

Richardson, Robert
12800 US Highway 1
Juno Beach, FL 33408

Annual Reports

Report Year	Filed Date
2024	01/18/2024
2025	02/07/2025
2025	08/26/2025

Document Images

08/26/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/10/2005 -- ANNUAL REPORT	View image in PDF format
04/09/2004 -- Foreign Profit	View image in PDF format

File last Department of State, Division of Corporations

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GARCIA, DICTINIO

FERREIRA CONSTRUCTION CO INC
13000 SE FLORA AVE
HOBE SOUND FL 33455

LICENSE NUMBER: CGC1509418

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/04/2024

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LICENSEE DETAILS

10:51:47 AM 12/22/2025

Licensee Information

Name:	**GARCIA, DICTINIO (Primary Name)** **FERREIRA CONSTRUCTION CO INC (DBA Name)**
Main Address:	**2836 BIARRITZ DRIVE** **PALM BEACH GARDENS Florida 33410**
County:	**PALM BEACH**
License Mailing:	**2836 BIARRITZ DRIVE** **PALM BEACH GARDENS** **HILLSBOROUGH FL 33410**
County:	**PALM BEACH**
License Location:	**13000 SE FLORA AVE** **HOBE SOUND FL 33455**
County:	**MARTIN**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1509418**
Status:	**Current,Active**
Licensure Date:	**07/21/2005**
Expires:	**08/31/2026**

Special Qualifications	**Qualification Effective**
Construction Business	**07/21/2005**

Alternate Names

View Related License Information
View License Complaint

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HIGGINBOTHAM, ROBERT A

FERREIRA CONSTRUCTION CO. INC.
13000 SE FLORA AVE
HOBE SOUND FL 33455

LICENSE NUMBER: EC13006679

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/03/2024

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:55:16 AM 12/22/2025

Licensee Information

Name:	**HIGGINBOTHAM, ROBERT A (Primary Name)** **FERREIRA CONSTRUCTION CO. INC. (DBA Name)**
Main Address:	**12362 152ND STREET NORTH** **JUPITER Florida 33478**
County:	**PALM BEACH**
License Location:	**13000 SE FLORA AVE** **HOBE SOUND FL 33455**
County:	**MARTIN**

License Information

License Type:	**Certified Electrical Contractor**
Rank:	**Cert Electrical**
License Number:	**EC13006679**
Status:	**Current,Active**
Licensure Date:	**04/13/2015**
Expires:	**08/31/2026**

Special Qualifications	**Qualification Effective**

Alternate Names

View Related License Information
View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 02,2025

FERREIRA CONSTRUCTION CO., INC.
31 TANNERY ROAD
BRANCHBURG, NEW JERSEY 08876

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
COMPUTERIZED TRAFFIC CONTROL, DRAINAGE, ELECTRICAL WORK, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES, INTELLIGENT TRANSPORTATION SYSTEMS, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, Concrete rehab(spall repairs), Curb & Gutter, Dredging, Driving steel sheet pile, Epoxy injection, Fender System, Joint & crack sealing, Pile driving, Pile jackets, Pipeline & cable installation, Retaining wall, Rip rap, Seawall.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

September 5, 2024

Therese Cucco
Ferreira Construction Company, Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455

Dear Therese,

Effective September 5, 2024, Ferreira Construction Company, Inc., is prequalified to bid on the Florida Department of Environmental Protection, Bureau of Design and Construction's projects that require state licenses. This prequalification expires on August 31, 2026.

If you have any questions regarding this prequalification please feel free to contact Laurinda Micheels by phone at (850) 245-2781 or via email at Laurinda.Micheels@FloridaDEP.gov.

Sincerely,

Ralph M Perkins

Digitally signed by Ralph M Perkins
Date: 2024.09.05 13:06:01 -04'00'

Ralph Perkins, FCCM
Program Administrator
Bureau of Design and Construction

MARTIN COUNTY BUSINESS TAX RECEIPT

2025 / 2026

EXPIRES: September 30, 2026 **Account #:** 20065130002

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 13000 SE FLORA AVE
Business Phone: (772)286-5123
NAICS Code: 233211
State License:
Business Description:
BUILDING CONTRACTOR (CERTIFIED GENERAL CONTRACTC

Business Name FERREIRA CONSTRUCTION CO INC
Business DBA
Owner Name GARCIA, DICTINIO

FERREIRA CONSTRUCTION CO INC
13000 SE FLORA AVE
HOBE SOUND, FL 33455

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date 07/31/2025
Receipt Number
INT-24-00261100

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski · Martin County Tax Collector

Website: MartinTaxCollector.com
3485 SE Willoughby Blvd. Stuart, FL 34994
Phone: (772)288-5600

To renew your Business Tax Receipt, visit our payment menu at martintaxcollector.com.

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Ownership
- Physical Location
- Mailing Address
- Closing your Business

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A $250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website https://martintaxcollector.com/local-business-tax/ for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

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

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

****LOCATED AT****
13000 SE FLORA AVE
HOBE SOUND FL 33455

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	GARCIA DICTINIO	CGC1509418	U25.567131 9/24/2025	27.50	B40139586

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

FERREIRA CONSTRUCTION CO INC
FERREIRA CONSTRUCTION CO INC
13000 SE FLORA AVE
HOBE SOUND FL 33455

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201476157
EXPIRES: 9/30/2026

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

AGENDA ITEM NO. 8.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Contracts/Agreements/Leases
AGENDA SECTION:	REGULAR AGENDA
SUBJECT:	Bid Award - Coconut Park Pier
BACKGROUND:	The Bid Opening is scheduled for Friday, January 23, 2026, at 9:00 am. The pier at Coconut Park was destroyed by the Tornado in October 2024. Staff submitted the damage to FEMA. FEMA agreed to allow $191,000 reimbursement for the pier construction.
FISCAL IMPACT:	
RECOMMENDATION:	**MOTION TO**: (1) **Receive and File** the Three (3) complete responses to the ITB; (2) **Waive** any minor irregularities in Bid not involving price, scope or schedule; (3) **Award** a contract to the lowest bid from the responsive and responsible bidder, SoCal Shaker Plates & Construction Site Services LLC dba National General Construction, in the amount of $246,000.00 (4) **Direct Staff** to prepare a contract (subject to Legal Review); and (5) **Authorize** the President to execute the contract.

ATTACHMENTS:

2025-0123a - Bid Opening Announcement - Minutes.pdf
2026-0123 Coconut Park Pier ITB-003-0-2026-SC Bid Tabulation Sheet.pdf
Comparison Chart of the Lowest Bidders (1).pdf
2025_1223_Coconut Park Pier (Bid Project Manual).pdf

2025_1223_Coconut Park Pier (Attachments).pdf
2025_1223_Coconut Park Bid (Plans & Geo Study).pdf
2026_0109_Addendum No 1 (ITB-003-0-2026-SC).pdf
2026_0114_Addendum No 2 (ITB-003-0-2026-SC).pdf
2026_0120_Addendum No 3 (ITB-003-0-2026-SC).pdf
Complete Bid Response Package - National General Construction.pdf

Mr. Lawrence called the Bid Opening to Order on January 23, 2026 at 9:00 AM (was being Recorded)

Location: Administration Building, 13476 61st Street N., WPB, FL 33412 (In Person)

Bid Opening: Invitation to Bid for Coconut Park Pier
ITB 003-0-2026/SC

SCOPE OF SERVICES: Indian Trail Improvement District (ITID) is soliciting bids for construction of the Coconut Park Pier. Construction includes all activities necessary for the complete installation of the pier structure and its transition to the adjacent sidewalk. The scope of work encompasses providing the foundation system, structural framing, decking, and railing, inclusive of all necessary hardware and specialty engineering as required by the construction documents. Additionally, the contractor shall perform comprehensive layout and as-built surveying, site stabilization, and ensure all work adheres to current building codes and local requirements, inclusive of all necessary inspections.

Attendees: Robert Robinson, Deputy Executive Director (Via Phone)
Scarlet Cantley, Administration and Grants Coordinator
Kenny Lawrence, Facilities, Recreation and Parks Director
Jeffrey Sisolak, Facilities, Recreation and Parks Manager
Danny Rey, District Engineer

Indian Trail Improvement District is in the process of accepting Invitation to Bid that will meet or exceed the District requirements. If awarded, the contract will be offered to the responsive and responsible bidder who offers the lowest price.

On January 4, 2026, a bid package and contract documents were made available on DemandStar.

Also indicated on DemandStar, "complete electronic package bids" had to be submitted by this date and time. Therefore, we are here to announce the names of the Vendors that had submitted the bids: Unresponsive bids will be disqualified.

Ms. Cantley read into the record (in no particular order) Bidders Names, Bid Amount, and Bid Status according to DemandStar/Open Bids.

#	Vendor Name	Bid Amount	Bid Status
1	National General Construction	$246,000	Complete
2	Florida Seawall Solutions	$65,300.00	Complete
3	Thum Co.	$342,000.00	Incomplete
4	Underwater Engineering Services, Inc.	$290,190.00	Complete
5	Close Construction Services, LLC	$1.00	Incomplete
6	Ferreira Construction Company Inc.	$0.00	Incomplete
7	FDN Professional Tree Landscaping LLC	$6,500.00	Incomplete

Based on bid amount, Mr. Lawrence and Mr. Sisolak would review supporting information, verify documentation and reach out to references.

The Evaluation will determine whether the lowest bid is from a responsive and responsible bidder. On January 28, 2026, the Board of Supervisors will review the results of the Staff evaluation and Award a Contract in the best interests of the District. The Contract will be Awarded by the Board of Supervisors and announced using DemandStar.

On behalf of Indian Trail Improvement District, Thank you.
This Bid Opening is closed.

Tabulation Sheet

Agency Name Indian Trail Improvement District

Bid Number ITB-003-0-2026/SC

Bid Name Coconut Park Pier Installation

Bid Due Date 01/23/2026 09:00:00 Eastern

Bid Opening **Closed**

3 responses found.

✓ online, offline, ● not submitting, ! not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1.	Florida Seawall Solutions	01/22/2026 20:43:16 Eastern	24526 NW 178th Place, High Springs, FL, 32643	$65300.0000	0.0000		Questionaire: Qualification of Bidder (Form C-201)	✓
							Bid Submittal (Form C-410)	✓
							List of Subcontractors (Form C-410.A)	!
							AVAILABLE EQUIPMENT FOR THIS JOB (Form C-410.B)	!
							REFERENCES OF SIMILAR WORK (Form C-410.C)	!
							Bidder's Proof of Authority (Form 412 Corp or LLC)	✓
							Public Entity Crimes Sworn Statement (Form 413)	✓
							Non-Collusion Affidavit (Form C-414)	✓
							Drug Free Workplace Certification (Form C-415)	✓
							Vendor Code of Conduct Affidavit (Form C-416)	✓
							Anti-Kickback Affidavit (Form C-417)	✓
							Trench Safety Affidavit (C-418)	✓
							Sworn Statement Scrutinized Companies (Form C-419)	✓
							Human Trafficing Affidavit (Form C-420)	✓
							NPDES Illicit Discharge Agreement (Form C-421)	✓
							Notice of Compliance Sunshine (Form C-423)	✓
							Certificate on Insurance	✓
							Evidence of Authority to Do Business in Florida	✓
							Copy of Contractor's License(s)	✓
							Copy Local Business Tax Receipt or Exemption Proof	✓
2.	National General Construction	01/23/2026 08:53:17 Eastern	643 US Highway 1 #13094, North Palm Beach, FL, 33408	$246000.0000	0.0000	Small Business	Questionaire: Qualification of Bidder (Form C-201)	✓
							Bid Submittal (Form C-410)	✓
							List of Subcontractors (Form C-410.A)	✓
							AVAILABLE EQUIPMENT FOR THIS JOB (Form C-410.B)	✓
							REFERENCES OF SIMILAR WORK (Form C-410.C)	✓
							Bidder's Proof of Authority (Form 412 Corp or LLC)	✓
							Public Entity Crimes Sworn Statement (Form 413)	✓
							Non-Collusion Affidavit (Form C-414)	✓
							Drug Free Workplace Certification (Form C-415)	✓
							Vendor Code of Conduct Affidavit (Form C-416)	✓
							Anti-Kickback Affidavit (Form C-417)	✓
							Trench Safety Affidavit (C-418)	✓
							Sworn Statement Scrutinized Companies (Form C-419)	✓
							Human Trafficing Affidavit (Form C-420)	✓
							NPDES Illicit Discharge Agreement (Form C-421)	✓
							Notice of Compliance Sunshine (Form C-423)	✓
							Certificate on Insurance	✓
							Evidence of Authority to Do Business in Florida	✓
							Copy of Contractor's License(s)	✓
							Copy Local Business Tax Receipt or Exemption Proof	✓

3 .	Underwater Engineering Services Inc	01/22/2026 15:23:47 Eastern	3306 Enterprise Road, Suite 103, Fort Pierce, FL, 34982	$290190.0000	0.0000		Questionaire: Qualification of Bidder (Form C-201) Bid Submittal (Form C-410) List of Subcontractors (Form C-410.A) AVAILABLE EQUIPMENT FOR THIS JOB (Form C-410.B) REFERENCES OF SIMILAR WORK (Form C-410.C) Bidder's Proof of Authority (Form 412 Corp or LLC) Public Entity Crimes Sworn Statement (Form 413) Non-Collusion Affidavit (Form C-414) Drug Free Workplace Certification (Form C-415) Vendor Code of Conduct Affidavit (Form C-416) Anti-Kickback Affidavit (Form C-417) Trench Safety Affidavit (C-418) Sworn Statement Scrutinized Companies (Form C-419) Human Trafficing Affidavit (Form C-420) NPDES Illicit Discharge Agreement (Form C-421) Notice of Compliance Sunshine (Form C-423) Certificate on Insurance Evidence of Authority to Do Business in Florida Copy of Contractor's License(s) Copy Local Business Tax Receipt or Exemption Proof	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓

Coconut Park Pier Construction Project
Invitation to Bid (ITB-003-0-2026/SC)

Comparison Chart of the Lowest Bidders

Vendor Name	Bid Amount	Responsive	Responsible
Florida Seawall Solutions	*$65,300.00**	No*	No*
National General Construction	$246,000.00	Yes	Yes
Underwater Engineering Services, Inc.	$290,190.00	Yes	Yes

During the Bid Opening the Vendor Name, Bid Amount, and Status (according to DemandStar) were read out loud (in no specific order). For comparison purposes, Vendors are listed in order of Bid Amount (lowest to highest).

For evaluation purposes, Staff verified complete bid documentation was submitted (Responsive), checked references and reviewed content of bid documents (Responsible) for the lowest bidders.

*Staff recognized this as an extraordinarily low bid for the Scope of Work compared to the FEMA estimate, and was disqualified. After 5:00pm on January 23, 2026, the District received an email from Florida Seawall Solutions, stating his estimator had entered the wrong bid price by mistake. He noted the correct bid price should have been $265,300.00 and asked of an opportunity to correct the bid. The Instructions to Bidders provide an opportunity for bidders to correct bids ***prior to bid opening***. However, once a bid is opened, it cannot be changed. While the Board may accept the bid as submitted, such an action in this case would be unreasonable. An error in the price bid is not a "minor irregularity" that may be waived by the Board. In any case, even if, hypothetically, the bidder were permitted to correct the bid, it would not be the lowest submitted and the outcome would be unchanged.

INDIAN TRAIL IMPROVEMENT DISTRICT

INVITATION TO BID

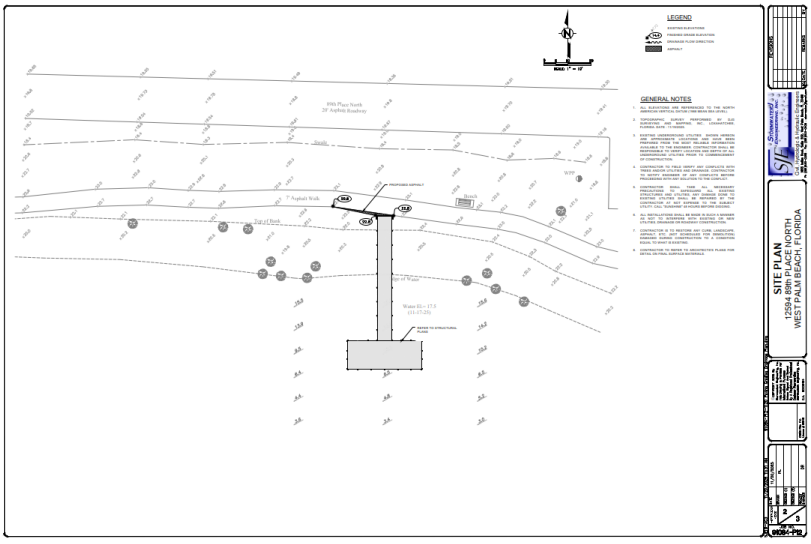
Coconut Park Pier

PROJECT NO 91084.P12

BID PROJECT MANUAL

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

13476 61st Street North
West Palm Beach, FL 33412



STORMWATER J ENGINEERING, INC.

Civil, Hydrologic, & Hydraulic Engineers
1855 Indian Road, Ste 202
West Palm Beach, FL 33409
(561) 242-0028 Fax: (561) 242-0109
stormwaterj@gmail.com

January 4, 2026

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID FOR CONSTRUCTION
(ITB-003-0-2026/SC)

Coconut Park Pier
PROJECT NO 91084.P12

Sealed Bids for the Coconut Park Pier will be received via www.DemandStar.com, on or by: **January 23, 2026, No Later Than 9:00 A.M. (local time).** All sealed bids that are timely received will be publicly opened at Indian Trail's Administrative Office. Bids received after the cut-off date and time will not be considered.

SCOPE OF SERVICES: Indian Trail Improvement District (ITID) is soliciting bids for construction of the Coconut Park Pier. Construction includes all activities necessary for the complete installation of the pier structure and its transition to the adjacent sidewalk. The scope of work encompasses providing the foundation system, structural framing, decking, and railing, inclusive of all necessary hardware and specialty engineering as required by the construction documents. Additionally, the contractor shall perform comprehensive layout and as-built surveying, site stabilization, and ensure all work adheres to current building codes and local requirements, inclusive of all necessary inspections.

The Project Manual & Contract Documents may be acquired from the District's Website www.indiantrail.com linked to www.demandstar.com Now EUNA Open Bids. (ITB 003-0-2026/SC) **beginning at 10:00 A.M. on January 4, 2026**.

CONTACT:

Scarlet Cantley
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412
E-mail: scantley@indiantrail.com

The District reserves the right to reject any or all bids, to waive minor irregularities, or to readvertise.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that the District will not request documentation regarding or consider a vendor's social, political or ideological interests when determining if a vendor is responsible or give preference to a vendor based on its social, political or ideological interests.

REQUESTS FOR INFORMATION/CLARIFICATIONS (RFIs)*:* RFIs regarding this bid may be submitted by e-mailing Scarlet Cantley no later than 5:00 P.M. on **January 13, 2026**. Please include (RFI ITB# and Title in Subject Line).

CONE OF SILENCE: Applicants and individuals acting on behalf of such applicant should not lobby ITID's personnel, Board members, or professional consultants since such activity will result in the rejection and disqualification of said applicant. For purposes of this Request for Bid, the term "lobbying" is defined as an action taken by an individual, firm, association, joint venture partnership, syndicate, corporation, or others seeking to influence the selection process by or through ITID's personnel, Board members, or professional consultants after the initial publication of this notice and through the time that an award recommendation is issued by ITID's Board of Supervisors.

BY ORDER OF INDIAN TRAIL IMPROVEMENT DISTRICT

Publish: January 4, 2026
January 11, 2026

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

Coconut Park Pier
PROJECT NO. 91084.P12

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Notice of Sunshine Compliance (C-423)*

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Pollution Prevention Plan, Sheet 3 of 3
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Structural Plans, Sheets S-0.00 through S-5.00
Geotechnical Engineering Study, 18 Sheet

*Bid Document – Must be Submitted with Bid

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-200

INSTRUCTIONS TO BIDDERS

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EJCDC C-200 Suggested Instructions to Bidders for Construction Contracts
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Coconut Park Pier

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office via DemandStar.

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

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

2.04 To the extent that any of the Bidding Documents are subject to the public records exemption set forth in §119.07(3) (ee), Florida Statutes, then in that event, any entity or person receiving such documentation or information shall be obligated to maintain the exempt status of said documentation and information pursuant to the terms and provisions of the above-referenced statute and by requesting or receiving such documentation or information agrees to be bound by this requirement.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within seven (7) days of Owner's request, Bidder shall submit written evidence such as financial data; previous experience, present commitments, and such other data as may be called for below.

A. Each Bid must be accompanied by evidence of Bidder's authorization to do business in Palm Beach County, Florida (Business tax receipt).

B. Bidder's state contractor license number(s), if applicable.

C. Bidder's Palm Beach County Certificates of Competency required to complete the Work.

D. Evidence of current registration as a business enterprise with the Florida Secretary of State.

E. Bidder's Unique Entity ID (UEI) generated by SAM.gov

F. Evidence of "Active" registration status in the System for Award Management (SAM.gov). Bids from entities with an "Inactive" status or those listed on the Excluded Parties List System (EPLS) will be deemed non-responsive.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site that were used to prepare the Bidding Documents.

2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that were used to prepare the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A.2 will be made available by Owner via Demand Star to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.01 of the General Conditions has been identified and established in Paragraph 4.01 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site, if any, that were used to prepare the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner via DemandStar to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations,

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investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

Access is limited to Monday- Sunday from 7:00am to 7:00pm. Hours can be extended with written authorization from Owner.

4.06 ~~A.~~ (Intentionally deleted).

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";

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

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

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

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer and Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient enough to indicate and convey understanding of all terms and conditions for the performance of the Work.

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4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer and Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE [INTENTIONALLY DELETED]

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY [INTENTIONALLY DELETED]

ARTICLE 9 – CONTRACT TIMES

9.01 The times [by which Milestones are to be achieved and] for Substantial Completion and readiness for final payment are to be set forth by Bidder in the Bid and will be entered into the Agreement (or incorporated therein by reference to the specific language of the Bid). In accordance with the FEMA Project Report (#803543), the Activity Completion Date for this project is **March 31, 2026**. All work, including Substantial Completion and readiness for final payment, must be completed on or before this date to ensure federal funding eligibility.

9.02 The times for completion will be taken into consideration by Owner during the evaluation of Bids. The apparent Successful Bidder must satisfy Owner that it can achieve the required completion within the grant-mandated window.

ARTICLE 10 – LIQUIDATED DAMAGES

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

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ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 Consistent with 2 CFR § 200.321, the Bidder must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Documentation of these "Affirmative Steps" must be provided by the apparent Successful Bidder upon request.

12.02 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner**.**

12.03 ***Subcontractors shall be required to meet Contractor's liability insurance requirements as established by the General and Supplementary Conditions or be listed as an additional insured on the apparent successful Bidder's policy.*** If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.05 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer for a fee.

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be

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affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 Bids by joint ventures are prohibited

13.08 All names shall be printed in ink below the signatures**.**

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 Unit Price [Intentionally Deleted]

14.03 Allowances [Intentionally Deleted]

14.04 Completion Time Comparisons

Time of completion is a criterion to be utilized in evaluating the Bids in case of tied lump sum bids.

ARTICLE 15 – SUBMITTAL OF BID

15.01 Bids will be submitted in electronic form through Demand Star (www.DemandStar.com)

See Form C–410 (Bid Form) Article 7.01 for a list of documents required to be submitted with the Bid.

15.02 A Bid shall be submitted no later than the date and time prescribed ~~and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package~~ with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the ~~Bid security and~~ other required documents. *Sealed Bids for ITID's Coconut Park Pier Structure will be received only via www.DemandStar.com, on or by:* ***January 23, 2026, No Later Than 9:00 A.M. (local time).***

15.03 In addition to the standard submittal requirements, Bidders must include their Unique Entity ID (UEI) and evidence of active registration in the System for Award Management (SAM.gov). Bids submitted without a valid UEI or by entities currently debarred or suspended from receiving federal funds will be considered non-responsive.

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15.04 The Bid shall be accompanied by ~~the Bid security and~~ all ~~other~~ required federal certifications as indicated in the Bidding Documents.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID [NOT APPLICABLE]

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and ~~delivered to the place where Bids are to be~~ submitted via DemandStar prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security, if collected, will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 *[INTENTIONALLY DELETED]*

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. Completion time will be used in evaluating the bids.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

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19.06 If the Contract is to be awarded, Owner will award the Contract to the lowest, most responsible and responsive Bidder whose Bid is in the best interests of the Project.

19.07 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within seven (7) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from Florida state sales and use taxes on materials and equipment to be incorporated in the Work. ~~Owner has a Direct Material Purchase Program~~. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 – ~~RETAINAGE~~ [INTENTIONALLY DELETED]

ARTICLE 24 – ~~CONTRACTS TO BE ASSIGNED~~ [INTENTIONALLY DELETED]

ARTICLE 25 – ~~PARTNERING~~ [INTENTIONALLY DELETED]

ARTICLE 26 – OTHER REQUIREMENTS

26.01 Contractor understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

26.02 Prohibition of Contracting with Scrutinized Companies. By executing Form C-419, Contractor shall certify that it is not on the Scrutinized Companies with Activities in Sudan Lists or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

26.03 E-Verify. CONTRACTOR warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. CONTRACTOR agrees and acknowledges that commencing January 1, 2021, DISTRICT, as a public employer, is subject to the E-verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said

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commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if DISTRICT has a good faith belief: (a) that CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for CONTRACTOR under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, DISTRICT shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with said subcontractor as to this contract. CONTRACTOR shall be liable for any additional costs incurred by DISTRICT as a result of the termination of the contract based on CONTRACTOR's failure to comply with E-verify requirements referenced herein.

26.04 Responsible Vendor Determination. Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that the District will not request documentation regarding or consider a vendor's social, political or ideological interests when determining if a vendor is responsible or give preference to a vendor based on its social, political or ideological interests.

26.05 Public Records. CONTRACTOR shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records), as follows:

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT **DISTRICT RECORDS CUSTODIAN** at 561-793-0874, INDIAN TRAIL IMPROVEMENT DISTRICT, 13476 61ST STREET NORTH, WEST PALM BEACH, FL 33412, via email: recreq@indiantrail.com or publicrecords@indiantrail.com , or via records request submission through the District Website www.indaintrail.com .

B. Specifically, Provider shall:

1. Keep and maintain public records required by the District to provide Construction Services.

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

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 Provider does not transfer the records to District.

4. Upon completion of the contract, transfer, at no cost, to the District all public records in Provider's possession or keep and maintain public records required by the District to provide Authorized Recreation Services. If Provider transfers all public records to District upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all

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applicable requirements for retaining public records. All records stored electronically must be provided to District upon request from District's custodian of public records, in a format that is compatible with District's information technology systems.

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INDIAN TRAIL IMPROVEMENT DISTRICT

INVITATION TO BID

Coconut Park Pier
PROJECT NO. 91084.P12

FORM C-201

QUALIFICATION OF BIDDERS

The following Questionnaire shall be completed and submitted with the Bid. In submitting this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained. Failure to submit or complete this Form will render the Bid non-responsive and be disqualified from consideration.

1) Legal Name of Business, Address, Telephone Number and E-Mail Address

_____

_____

_____

_____

SAM.gov Unique Entity ID (UEI): _____

SAM.gov Registration Status: Active [ ] Inactive [ ] **Exp. Date:** _____

2) Form of Business: Corporation___; LLC:____; Partnership___; Sole Proprietor _____

3) If a Corporation or LLC, state:

Date of Incorporation/Registration: _____

State in which Incorporated/Registered: _____

Name and Title of Principal Officers/Managers	Position
_____	_____
_____	_____
_____	_____

4) If an Out-of-State Corporation/LLC currently authorized to do business in Florida, give date of such authorization:

_____

5) If Partnership:

Date of organization: _____

Nature of Partnership (General, Limited, or Other):

Names and Addresses of Partners:

6) If a Sole Proprietor, state -- Name & Address of Owner:

7) The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

8) Identify State, County, or other Public Agencies in which your organization is qualified to perform work by some form of pre-qualification:

AGENCY	TRADE IN WHICH QUALIFIED	APPROVAL DATE	EXPIRATION DATE

9) Describe your organizational structure, including the number of permanent employees engaged in cost estimating, purchasing, expediting, detailing, engineering, field supervision, field engineering, and layout:

(Use extension sheet if necessary)

10) Indicate type of contracting undertaken by your Organization and number of years experience:

As Prime Contractor: Type:_____ No. of Years_____

Type:_____ No. of Years _____

As Subcontractor: Type:_____ No. of Years_____

Type:_____ No of Years _____

FEMA/Federally Funded Projects: Number of projects completed in the last 5 years: _____

11) Note any special qualifications of firm members relevant to the Work (Marine Construction, Pile Driving, Specialty Railing Engineering, FEMA Project History**,** Registered Engineer, Surveyor, specialty licenses, etc.):

_____

_____

(Use extension sheet if necessary)

12) Has the bidder or his or her representative inspected the proposed project site? YES _____ NO _____

13) Does the Bidder have a complete plan for its performance? YES _____ NO _____

Explain:

_____

_____

14) Will Bidder subcontract any part of this work? YES ____ NO ____,

If yes, please identify each subcontractor that will perform work **in excess of the percent (10%) of the contract amount** and the work that each will perform.

Subcontractor	Work to be Performed

15) What equipment does Bidder own that is available for the work?

16) What equipment will Bidder purchase for the proposed work? If none, so state.

17) What equipment will you rent for the proposed work? If none, so state.

18) State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

19) List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were also principals or officers.

20) List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. If none, so state.

21) List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). If none, so state.

22) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. If none, so state.

23) List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. If none, so state.

24) Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? YES _____ NO _____If yes, provide details.

25) List and disclose any and all business relations with any members of the District Board of Supervisors. If none, so state.

26) Identify & explain any similar projects you have failed to complete in the last five years. If none, so state.

(Use extension sheet if necessary)

27) Has your organization, or any officer or partner thereof, ever been party to any criminal litigation as a result of methods, costs, etc. ? YES ____ NO ____.

If yes, state case number, case name, and provide pertinent details, including outcome/judgment:

(Attach extension sheet if necessary)

28) Has your organization, or any officer or partner thereof, ever been party to any civil litigation as result of methods, costs, etc.? YES ____ NO ____

If yes, state case number, case name, and provide pertinent details, including outcome/judgment:

_____

_____

(Attach extension sheet if necessary)

29) Please provide the names and addresses of three (3) recent former clients who can attest to Bidder's ability to perform the Work:

_____

_____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as _____of _____, on behalf of the Company who is

(Name) ***(Title)*** **(Company Name)**

☐ **personally known to me or who** ☐ **has produced _____ as identification.**

(NOTARY STAMP)

_____

Notary Public

_____

Name Printed

END OF FORM

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

Coconut Park Pier
PROJECT NO 91084.P12

C-410 BID FORM

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INDIAN TRAIL IMPROVEMENT DISTRICT
13476 61st Street North
West Palm Beach, Florida 33412

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: Indian Trail Improvement District, 13476 61st Street North, West Palm Beach, FL 33412 via Demandstar.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS AND CERTIFICATIONS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In accordance with §287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or series to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, 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 §287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.03 In accordance with §287.135, Florida Statutes, Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in a Boycott of Israel.

2.04 Contractor understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing with regard to this Project conducted pursuant to §20.055, F.S., or otherwise by law.

2.05 Contractor, or a subcontractor performing work for Contractor, understands and will comply with the requirements of Section 448.095, Florida Statutes, requiring compliance with E-Verify and will not knowingly hire, recruit or refer an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and in violation of Section 448.09(1), Florida Statutes.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined or chosen not to visit the site and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged below:

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Addendum No.	Addendum Date

B. Bidder has visited the Site or chosen not to visit the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

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

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

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

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the State of Florida no later than the date of execution of the Agreement.

K. Bidder is currently registered in the System for Award Management (**SAM.gov**) and possesses a valid **Unique Entity ID (UEI)**. Bidder represents that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

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ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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

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

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

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

ARTICLE 5 – BASIS OF BID

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

Lump Sum Bid Price	$

Time to Completion – Only to be used in case of Lump Sum Bid ties	days

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before **March 31, 2026**, in accordance with the FEMA Activity Completion Date for Project #803543.

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents shall be submitted with and made a condition of this Bid:

A. This Form (Bid Form C-4110)
B. List of Proposed Subcontractors (to be included with Form 201-C);
C. List of Proposed Suppliers (to be included with Form 201-C);

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D. List of Project References (to be included with Form 201-C);
E. List of Key Personnel (to be included with Form 201-C);
F. List of Key Equipment (to be included with Form 201-C);
G. ~~Unit Price Schedule~~; (*Not Applicable)*
H. Evidence of authority to do business in the State of Florida;
I. Current Palm Beach County Business Tax Receipt(s);
J. Contractor's License(s);
K. Evidence of Active SAM.gov Registration & UEI Number;
L. Form C-201, Qualification of Bidder;
M. ~~Bidder's Election Form~~; *(Intentionally Deleted)*
N. Contractor's Corporate or LLC Resolution (whichever appropriate) (C–412 included);
O. Statement on Public Entity Crimes (C–413 included);
P. Non-Collusion Affidavit (C–414 included);
Q. Drug Free Workplace Certificate (C–415 included);
R. Ethics Statement (C–416 included);
S. Anti-Kickback Affidavit (C–417 included);
T. Trench Safety Affidavit (C–418 included);
U. Prohibition on Contracting with Scrutinizing Companies affidavit (Form C-419 included);
V. NPDES Illicit Discharge Agreement (Form C-421included);
W. Notice of Compliance Sunshine State One-Call (Form C-423 included)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

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A Corporation

Corporation Name:_____(SEAL)

State of Incorporation:_____

By:_____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title:_____

Attest_____

Date of Qualification to do business in the State of Florida is ____/____/____.

A Limited Liability Company

Business Name: _____

State of Registration: _____

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: Managing Member

Date of Qualification to do business in the State of Florida is ____/____/____.

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____

DATE SUBMITTED_____, 20__.

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STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [____] physical presence or [___] online notarization this _____day of_____, 2025, by _____as

_____ for _____ on behalf of whom
[Title] [Name of Vendor]

this instrument was executed).

_____
Notary Public-State of Florida)

_____
[Name of Notary Typed, Printed, or Stamped]

(NOTARY STAMP)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

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INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-412.1-CORP
CONTRACTOR'S CORPORATE RESOLUTION

_____
(Corporate Name)

WHEREAS, Indian Trail Improvement District, an independent special district of the State of Florida ("District"), has invited interested Contractors to submit a Bid to do certain Work as further defined in District's Contract Documents; and

WHEREAS, this corporation submitted a bid in accordance with the aforementioned Contract Documents; and

WHEREAS, a proposed Agreement has been presented to this corporation by District for carrying out the Work as set forth in this corporation's Proposal; and

WHEREAS, this corporation desires to enter into said Agreement with District;

NOW, THEREFORE, BE IT RESOLVED, that _____, the ☐ President, ☐ Vice President or ☐ _____ (other officer) of this corporation be, and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this corporation and under its corporate seal the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated with said copy being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the officers of this corporation be and they are hereby authorized, empowered, and directed in the name and for the account of this corporation to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Board of Directors of _____**, INC.,** a corporation duly organized and existing under the laws of the State of _____, having its principal place of business at_____, _____, and authorized and qualified to conduct
(Address) (City)
business in the State of Florida, duly adopted in accordance with the By-Laws, and recorded in the Minutes of the meeting of said Board held on the _____ day of _____ 20___, and now in full force and effect.

IN WITNESS WHEREOF, I have here unto subscribed my name and affixed the seal of the corporation this _____ day of_____, 20____.

(CORPORATE SEAL)

_____
(Insert Corporate Name)

_____
(Name Signed)

_____
(Name and Title Printed)

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-412.2-LLC
CONTRACTOR'S RESOLUTION OF AUTHORITY

_____
(Company Name)

WHEREAS, Indian Trail Improvement District, an independent special district of the State of Florida ("District"), has requested a bid to do certain work as further described in District's Contract Documents; and

WHEREAS, this Company submitted a Bid in accordance with the aforementioned Contract Documents; and

WHEREAS, a proposed Agreement has been presented to this Company by District to perform the work set forth in this Company's Proposal; and

WHEREAS, this Company desires to enter into an Agreement with District;

NOW, THEREFORE, BE IT RESOLVED, that _____, the Managing Member of this Company, be and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this Company the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated, with a copy thereof being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the Managing Member of this Company be and is hereby authorized, empowered, and directed in the name and for the account of this Company to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Managers of _____**, LLC**, a limited liability company duly organized and existing under the laws of the State of _____, having its principal place of business at _____, _____, and authorized and
(Address) (City)
qualified to conduct business in the State of Florida, duly adopted in accordance with its Articles of Organization or Operating Agreement and recorded in the Minutes of the meeting of the Managers held on the _____ day of _____, 20___, and now in full force and effect.

IN WITNESS WHEREOF, I have here unto subscribed my name this _____ day of_____, 20____, on behalf of the Company.

[SEAL]

_____, Managing Member
(Name Signed)

_____
(Name and Title Printed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as Managing Member of _____, LLC, on behalf of the Company who is
(Name) (Company Name)

☐ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

_____
Notary Public

_____
Name Printed

Notary Public, State of _____

INDIAN TRAIL IMPROVEMENT DISTRICT
Coconut Park Pier
PROJECT NO 91084.P12

FORM C-413
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Indian Trail Improvement District by _____ (Name of Person Signing Form) on behalf of _____ (Company Name), whose business address is _____ (Address) _____ (City), _____ (State) _____ (Zip Code) and who's Federal Employer Identification Number (FEIN) is _____.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
   a. A predecessor or successor of a person convicted of a public entity crime or;
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Name and Title

Before me personally appeared_____, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20___.

_____
Notary Public, State of Florida

My Commission Expires: _____

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-414
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
(Name)

1. He/she is _____ of the party making the foregoing proposal or bid; and
(Title)

2. The proposal or bid is genuine and not collusive or sham; and

3. Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Indian Trail Improvement District of any person interested in the proposed contract; and

4. All statements in the proposal or bid are true.

_____
(*Bidder, if the bidder is an Individual;*
Partner, if the bidder is a Partnership;
Officer, if the bidder is a Corporation
Managing Member, if the bidder is an LLC)

_____
(Bidder/*Company Name*)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as _____of _____, on behalf of the Company who is
(Name) *(Title)* (Company Name)

☐ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

_____
Notary Public

_____
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-415

DRUG-FREE WORKPLACE CERTIFICATION

Bidder acknowledges that preference shall be given to businesses with drug-free workplace programs pursuant to Section 287.087, Florida Statutes. Whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____
COMPANY NAME PROVIDER'S SIGNATURE

_____
PROVIDER'S NAME PRINTED

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-416

ETHICS STATEMENT

WHEREAS, Owner and Contractor intend by this Ethics Statement to address certain ethical understandings as to the Contractor's award or selection for its past, present or future provision of services or material pursuant to this Agreement.

NOW, THEREFORE, Owner and Contractor for and in consideration of the mutual understandings and covenants set forth in this Agreement together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct to the best of the knowledge of the parties hereto and are incorporated herein by this reference.

SECTION 2. STATEMENT. Contractor does hereby warrant, covenant, represent and state as follows:

(a) It has not, nor shall it employ or retain any person, other than a bona fide employee working solely for Contractor, to solicit or secure Owner's award or selection of Contractor for the provision of services or materials pursuant to Agreement.

(b) It has not, nor shall it pay or agree to pay any person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift, or other consideration that was or is contingent upon or resulting from Owner's award or selection of Contractor for the provision of services or materials pursuant to the Agreement.

(c) It has not, nor shall it pay any money or contribution to any officer, employee, or consultant of Owner as a fee, commission, kickback, reward, or gift directly or indirectly by any employee, consultant, officer, manager, member or director of the Contractor in the obtaining of Owner's award or selection of Contractor for the provision of services or materials pursuant to the Agreement.

(d) It has not, nor shall it collude, conspire, connive, or agree directly or indirectly with any person or firm in the submission of a collusive or sham proposal in connection with Owner's award or selection of the Contractor for the provision of services or materials pursuant to the Agreement.

(e) It shall adhere to the principles and conduct standards of District's ***Vendor Code of Conduct*** attached hereto as **Attachment "1"**

SECTION 3. ENFORCEMENT. If Owner determines that Contractor has violated any of its warranties, covenants, representations and statements as set forth in this Statement, Owner may terminate the Agreement with Contractor without liability and, at its discretion, Owner shall be entitled to deduct or otherwise recover from Contractor the full amount of any fee, commission, percentage, gift or other consideration that Contractor paid in order to obtain Owner's award or selection of Contractor for the provision of services or materials pursuant to the Agreement.

SECTION 4. CONFLICTS. To the extent there is any conflict between the provisions of this Statement and the Contract Documents, the terms and provisions of this Statement shall prevail.

_____
Vendor's Name

_____
Signature

_____
Name Printed

_____
Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [____] physical presence or [___] online notarization this _____day of_____, 2025, by _____as

_____ for _____ on behalf of whom
[Title] [Name of Vendor]

this instrument was executed).

_____
Notary Public-State of Florida)

_____
[Name of Notary Typed, Printed, or Stamped]

(NOTARY STAMP)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT 1
INDIAN TRAIL IMPROVEMENT DISTRICT
VENDOR CODE OF CONDUCT
Adopted by the Board of Supervisors
Pursuant to Resolution 2020-013
July 15, 2020

A. **PURPOSE**.

The District is committed to the highest standards of ethical and legal behavior and to the stewardship of taxpayer resources. We are governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and public being served. We expect our contractors, consultants, and suppliers (collectively "vendors") to share this commitment. **This Code of Conduct contains principles and conduct standards that vendors as well as their employees and subcontractors must adhere to as they provide commodities and services to the District.**

B. **VENDOR RESPONSIBILITY**. Vendors are responsible for ensuring that:

(1) This Code is shared with all individuals assigned to perform work on behalf of the District; and

(2) Any work performed for the District is done in full compliance with this Code, all applicable laws, regulations, and in accordance with the highest standards of ethical business conduct; and

(3) Any work performed for the District is done by trained individuals with the skills, expertise and certifications necessary to complete the job in a safe and proper manner.

C. **PRINCIPLES AND STANDARDS OF ETHICAL VENDOR CONDUCT**. The District expects its vendors to follow the Principles and Standards of Ethical Vendor Conduct based on the National Institute of Governmental Purchasing Code of Ethics. These include:

(1) **COMPLIANCE WITH LAWS AND REGULATIONS**.

Obeying the law, both in letter and in spirit, is the foundation on which the District's ethical standards are built. Vendors must comply with applicable laws, rules, and regulations at all levels of government in the United States, the State of Florida, and in any other jurisdiction in which the vendor does business.

(2) **CONFLICTS OF INTEREST**.

A conflict of interest exists when a vendor representative's direct or indirect personal interests are inconsistent with or interfere with the District's best interests. Vendors shall ensure no actual conflicts exist, nor the appearance or perception of unethical behavior by the vendor's employees in its dealings with the District. To avoid such conflicts, vendors shall, at a minimum, disclose to the District:

- Any direct or indirect personal interests in a vendor held by any employee or elected representative of the District; and
- Any family relationships with any employee or elected representative of the District.

(3) **CONFIDENTIALITY**.

Subject to the Sunshine Act or other State law, Vendors must maintain the confidentiality of proprietary information entrusted to them. Confidential information includes all non-public information that might be of use to competitors or other third parties harmful to the District's interests if disclosed. The obligation to preserve confidential information continues even after a vendor's business relationship with the District ends.

(4) **PROTECTION AND PROPER USE OF DISTRICT ASSETS**.

Vendors must protect the District's assets and ensure their proper and efficient use. Theft, carelessness, and waste have a direct harmful impact on the District's operations. The obligation of vendors to protect the District's assets includes, but is not limited to; its proprietary information, including intellectual property and copyrights, as well as business plans, databases, records, employment information, and any unpublished financial data and reports. Unauthorized use or distribution of this information violates District policy and may also be illegal and result in criminal and/or civil liability. The District retains the right to monitor its assets and work environments in compliance with applicable federal, state, and local laws. Vendors should have no expectation of privacy when using the District's work space, computers, voicemail, or systems to create, access, transmit, or store information.

(5) **TIMELY AND TRUTHFUL REPORTING**.

Vendors who prepare and submit financial, sales, payment, performance metrics, and other documents to or filed with the District, federal, state or other local authorities are required to make disclosures that are full, fair, accurate, timely, and understandable. Vendors may not knowingly conceal or falsify information, misrepresent material facts, or omit important information to mislead the District.

(6) **HARASSMENT AND DISCRIMINATION**.

The District expects its vendors to conduct themselves in a professional manner and to treat others with respect, fairness, and dignity. The District does not tolerate harassment or discrimination, including behavior, comments, jokes, slurs, e-mail messages, pictures, photographs, or other conduct that contributes to an intimidating or offensive work environment. Vendors shall comply with applicable federal, state, and local statutes prohibiting discrimination, and any behavior that creates an intimidating, offensive, or hostile work environment based upon an individual's race, color, national origin, gender, religion, age, disability, marital status, familial status, sexual orientation or genetic information.

(7) **VENDOR GIFTS, GRATUITIES, OR RECIPROCITY**.

The District has a strict "No Gifts" Policy. Accepting or giving a gift in a business setting can create a sense of obligation or the appearance of impropriety. The District prohibits its officers or employees from accepting gifts in violation of the Florida Code of Ethics, Chapter 112, Florida Statutes. Gifts can be anything of value, including, by way of example, tickets to sporting or other events, meals, discounts, trips, commodities, loans, or payments.

(8) **RAISING CONCERNS AND COMPLAINTS**.

Vendors are encouraged to report questionable activities to the District Executive Director. Complaints or concerns will be treated confidentially.

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-417
ANTI-KICKBACK AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that no money or contributions have or will be paid to any officer(s) or employee(s) of the Indian Trail Improvement District as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the firm, as a result of or in connection with my Firm's submittal of the attached Bid.

By: _____
(Signature)

_____
(Name Printed)

_____
(Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as _____of _____, on behalf of the Company who is
(Name) *(Title)* (Company Name)

☐ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

_____
Notary Public

_____
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-418

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

_____ hereby provides written assurance that compliance with
(Name of Contractor)

applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (2019), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
		$
		$
		$
		$
		$
	Total	

_____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as _____ of _____, on behalf of the Company who is
(Name) *(Title)* (Company Name)

☐ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

_____
Notary Public

_____
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-419
SWORN STATEMENT UNDER SECTION 287.135, FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES PROVIDING GOODS OR SERVICES WITH ACTIVITIES IN SUDAN OR IRAN, OR ENGAGING IN BUSINESS IN CUBA OR SYRIA, OR ENGAGED IN A BOYCOTT OF ISRAEL

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Indian Trail Improvement District (the "District") by_____

   on behalf of _____(the "Company"), whose business address

   is_____and whose Federal Employer Identification

   Number (FEIN) is _____.

2. Based on information and belief, the statements which I have marked below are true in relation to the Company [*please check the appropriate boxes*].

   The Company:

   a. ☐**is**[or] ☐**is not** on the Scrutinized Companies with Activities in Sudan List; and

   b. ☐**is**[or] ☐**is not** on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

   c. ☐**is** [or] ☐**is not** engaged in business in Cuba or Syria

   d.. ☐**is** [or] ☐**is not** on the Scrutinized Companies that Boycott Israel List.

3. Affiant acknowledges on behalf of the Company that:

   a. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473,F.S., or is engaged in business in Cuba or Syria, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of $1 million or more; and

   b. The District may terminate the contract if the company is found to have submitted a false certification in violation of §287.135, F.S., or is subsequently placed on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, on the Boycott of Israel List, or engages in business in Cuba or Syria.

_____
(Name)

_____
(Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of_____, 20___, by _____, as _____of _____, on behalf of the Company who is
(Name) *(Title)* (Company Name)

☐ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

_____
Notary Public

_____
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-420
HUMAN TRAFFICKING AFFIDAVIT (NONGOVERNMENTAL ENTITY)
(Section 787.06(13), Florida Statutes)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____ 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.

_____
(Name Signed)

_____
(Name Printed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ of _____ , a _____ (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is □ personally known to me or □ has produced _____ (Type of Identification) as identification.

_____ (Notary Seal) Signature
of Notary Public

_____
Print, Type or Stamp Name of Notary

_____
Notary Public

_____
Serial Number, if any

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-421
NPDES ILLICIT DISCHARGE AGREEMENT

I, _____, certify that I am an authorized agent of _____
(Print First and Last) (Print Company Name)

responsible for the overview and satisfactory completion of the above titled Project.

I acknowledge and agree to:

- Inform my field operators and other representatives to be observant and notify me of any Illicit Discharges discovered on District-owned property or waterways while my staff or representatives are performing work as related to the specific contract noted above.

- Train my field operators and other representatives on the conditions to be particularly observant of and if necessary, request Indian Trail Improvement District to hold additional training classes.

- Forward to District, with each billing cycle, a completed Illicit Discharge Detection Form (attached).

- Upon discovery of an illicit discharge, complete and forward to District an Illicit Discharge Detection Report (all forms available upon request to District)

_____
(Signed)

_____
(Print Name)

_____
(Title)

_____
(Date)

_____
(Company Name)

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-421
NPDES ILLICIT DISCHARGE DETECTION FORM

I, _____, certify that I am an authorized agent of _____
(PRINT First and Last Name) (PRINT Company Name)
responsible for the overview and satisfactory completion of the, _____
(PRINT Indian Trail Contract Title)

I acknowledge that while Indian Trail Improvement District, my staff or representatives were diligent in observing and detecting any Illicit Discharges occurring on Indian Trail owned property or waterways for the period covering _____ to _____.

Any Illicit Discharges that were detected were reported on the approved Indian Trail Report, with dates of notification to Indian Trail listed below:

1. _____ (Enter date of notification to Indian Trail and location)

2. _____ (Enter date of notification to Indian Trail and location)

3. _____ (Enter date of notification to Indian Trail and location)

4. _____ (Enter date of notification to Indian Trail and location)

5. _____ (Enter date of notification to Indian Trail and location)

OR

❑ Check box **IF** NO ILLICITS were detected for the reporting cycle.

_____
(Signed)

_____
(Print Name)

_____
(Date)

_____
(Company Name)

TO BE COMPLETED AND SUBMITTED WITH ALL INVOICES

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-423

NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES
Sunshine State One-Call

The undersigned Contractor hereby confirms to Owner and Engineer that Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. §556.105 before the commencement of any excavation or demolition required for the Work.

Executed this _____ day of _____, 20_____.

_____
(Name of Contractor)

_____
(Signature)

_____
(Print Name)

_____
(Title)

END OF SECTION

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-520
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (LUMP SUM/STIPULATED PRICE)

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THIS AGREEMENT is by and between **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida ("Owner") and _____, a _____ ("Contractor").

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – THE WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: see description in subpart 2.0 Scope of Work of Form C-1000 (General Requirements) of the Project Manual.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Reconstruction of the Coconut Park fishing pier, including timber piles, structural framing, composite decking, and specialty railing, as well as associated site stabilization and perimeter walkway repairs.

ARTICLE 3 – ENGINEER

3.01 Owner and Contractor acknowledge that Owner will engage StormwaterJ Engineering, Inc to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

B. The Work will be substantially completed and ready for final payment o or before **March 31, 2026.** Contractor acknowledges this is a mandatory deadline associated with FEMA Project #803543.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

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ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: $_____

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price

Total of all Bid Prices (Unit Price Work) $N/A

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner's Agent to whom Contractor may submit Applications for Payment or invoices shall be the Engineer.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work. Owner shall withhold retainage in the amount of 5.0% (or as otherwise permitted by Florida Statutes) until final completion and acceptance of the Work. All such payments will be measured as provided in the General Requirements.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200

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percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

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

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to __, inclusive).
2. Opinion of Attorney (pages 1 to 1 inclusive).
3. Ethics Statement (pages 1 to 4, inclusive)
4. Performance bond (pages _____ to _____, inclusive).
5. Payment bond (pages _____ to _____, inclusive).
6. [Deleted]
7. General Conditions (pages SGC-i to SGC-62, inclusive).
8. Supplementary Conditions (pages SC-i to SC-15, inclusive).
9. Specifications as listed in the table of contents of the Project Manual.
10. Drawings consisting of 9 sheets in 2 sets bearing the following general titles: Civil Site Plan (2 sheets) and M-0 Canal Water Structure (Structural, 6 sheets).
11. Addenda (numbers _____ to _____, inclusive).
12. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages _____ to _____, inclusive).
    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
    c. NPDES Discharge Agreement and Detection Form C-421.
    d. Notice of Compliance with Sunshine State One-Call Form C-423.
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed (pages _____ to _____, inclusive).
    b. Work Change Directives.
    c. Change Orders.

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

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

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

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ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. The aforementioned prohibition against assignment shall not apply to the assignment by Owner to another governmental entity or agency of all of the warranties or guarantees set forth in the Standard General Conditions or Supplementary Conditions that Contractor is required to provide pursuant to this Agreement, which assignment is hereby authorized and approved by Contractor.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 15.05:

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

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

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

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

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10.06 *Severability.*

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

10.07 *Non-Disclosure*

A. Contractor agrees to the non-disclosure provisions of §119.07(3), Florida Statutes, for any building plans, blueprints, scholastic drawings and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure being constructed pursuant to this Agreement.

10.08 *Indemnification.*

A. The parties agree that 1% of the total compensation paid to Contractor for performance of this Agreement shall represent the specific consideration for Contractor's indemnification of Owner and Engineer as set forth in paragraphs 6.30 and 6.31 of the General Conditions.

B. It is the specific intent of the parties hereto that the foregoing indemnification complies with §725.06, Florida Statutes (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are being amended to include the foregoing indemnification and the "Specific Consideration" therefore.

10.09 *Other Provisions*

A. *Inspector(s) General.*

Contractor understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

B. *Sovereign Immunity*.

Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

C. *Public Records.*

CONTRACTOR shall comply with the applicable provisions of §119.0701, Florida Statutes (Public Records), as follows:

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT HEIDI GARCIA, RECORDS CUSTODIAN AT 561-793-0874, via email: recreq@indiantrail.com or publicrecords@indiantrail.com , or

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the District website at www.indiantrail.com. Office address: INDIAN TRAIL IMPROVEMENT DISTRICT, 13476 61ST STREET NORTH, WEST PALM BEACH, FL 33412.

Specifically, Provider shall:

(1) Keep and maintain public records required by the District to provide Authorized Recreation Services.

(2) Upon request from District's custodian of public records, provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S. or as otherwise provided by law or District Policy.

(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 Provider does not transfer the records to District.

(4) Upon completion of the contract, transfer, at no cost, to the District all public records in Provider's possession or keep and maintain public records required by the District to provide Authorized Recreation Services. If Provider transfers all public records to District upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District upon request from District's custodian of public records, in a format that is compatible with District's information technology systems.

D. *E-Verify Compliance***.**

CONTRACTOR warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. CONTRACTOR agrees and acknowledges that commencing January 1, 2021, DISTRICT, as a public employer, is subject to the E-Verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if DISTRICT has a good faith belief: (a) that CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for CONTRACTOR under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, DISTRICT shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with said subcontractor as to this contract. CONTRACTOR shall be liable for any additional costs incurred

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by DISTRICT as a result of the termination of the contract based on CONTRACTOR's failure to comply with E-Verify requirements referenced herein.

E. Governing Law.

The laws of the State of Florida shall govern this Agreement and venue of any action shall be in Palm Beach County, Florida

F. Payment Procedures.

(1) Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner's Agent to whom Contractor may submit Applications for Payment or invoices shall be as follows:

J. G. Foy, P.E., District Engineer
StormwaterJ Engineering
1855 Indian Road, Ste 202
West Palm Beach, FL 33409
(561) 242-0028 Fax: (561) 242-0109
jfoystormj@gmail.com

(2) The District will generally pay invoices pursuant to Section 218.735(1), F.S. (Local Government Prompt Payment Act).

(3) All Invoices should clearly outline separate line items for the requested payment amounts by Specific Project (with the applicable Purchase Order # shown) with line items for each service provided and reimbursable expenses. All Invoices should clearly identify the nature and purpose of any requested Reimbursable expense.

(4) In the event of a disputed or contested invoice, only that portion contested may be withheld from payment, and the undisputed portion will be paid, pursuant to Section 218.735(1), F.S. (Local Government Prompt Payment Act).

[SIGNATURES ON NEXT PGE}

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on the date the last party signs (which is the Effective Date of the Agreement).

Executed by Owner this _____ day of _____, 20___.

OWNER:

INDIAN TRAIL IMPROVEMENT DISTRICT, an Independent Special District of the State of Florida

By: _____
(Name Signed)

Elizabeth Accomando
(Name Printed)

Title: President

[District Seal]

Attest: _____

Title: Betty Argue, Secretary

Address for giving notices:
13476 61st Street N.
West Palm Beach, FL 33412

Owner is a public body. Evidence of authority to sign and resolution or other documents authorizing execution of this Agreement is attached:

Executed by Contractor this _____ day of _____, 20___.

CONTRACTOR:

By: _____
(Name Signed)

_____
(Name Printed)

Title: _____
(If Contractor is a corporation, a partnership or a joint venture, attach evidence of authority to sign.)

[Corporate Seal]

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(Where applicable

Agent for service of process:

_____

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FORM C-610

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, Address of Principal Place of Business and Phone Number*):

OWNER (*Name and Address*):
Indian Trail Improvement District
13476 61ST Street N.
West Palm Beach FL 33412

CONTRACT
Contract No.: _____
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary

This Bond is provided pursuant to Section 255.05, Florida Statutes.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
     1. Surety in accordance with the terms of the Contract; or
     2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
     1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
     2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

FORM C-615

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, Address of Principal Place of Business and Phone Number*):

OWNER (*Name and Address*):
Indian Trail Improvement District
13476 61ST Street N.
West Palm Beach FL 33412

CONTRACT
Contract No. _____
Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

This Bond is provided pursuant to Section 255.05, Florida Statutes.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with Contractor:
      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall

have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

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

FORM C-800
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
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These General Conditions have been prepared for use with the Suggested Forms of Agreement between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other nonhazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

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1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner will not furnish Contractor with printed or hard copies of the Drawings and Project Manual.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are not limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files must be with the use of the latest addendum.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

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Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

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4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

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4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

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permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

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C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

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employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

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them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees there under. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

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5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. Vibration and Settlement Monitoring: Per the Geotechnical Engineering Study (TGS File No. 25-778), Contractor is responsible for the protection of existing residential buildings and utilities in the vicinity. Contractor shall perform vibration and settlement monitoring in accordance with FDOT Standard Specification Section 108.

C. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

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1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

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b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection

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in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

   1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

   2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

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6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

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However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and

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surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to

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show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

   a. Submit number of Samples specified in the Specifications.

   b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

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

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

   a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

   c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

   d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in

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the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is

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not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

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2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

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B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

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ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

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and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

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9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

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on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

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and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

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executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

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E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK (*NOT APPLICABLE*)

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the

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Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

   g. The cost of utilities, fuel, and sanitary facilities at the Site.

   h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

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i. The cost of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

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a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a

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deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in

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the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

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13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect

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to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties

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are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

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2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

    c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work, or

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

    d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because

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of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

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14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or

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which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

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b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by

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Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the

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full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

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3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

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1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

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17.06 *Headings*

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

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INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

Coconut Park Pier
PROJECT NO 91084.P12

C-800 SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms.

Replace the definition of "Resident Project Representative", Paragraph 1.01.A.36 of the General Conditions with the following:

"36. ***Resident Project Representative***: The authorized representative of the Engineer who may be assigned to the Site or any part thereof on a full or part-time basis, as determined the Engineer's Agreement with Owner."

Add the following new definition after Paragraph: 1.01.A.43 of the General Conditions:

"43.1 ***Submittals*** – All of the test results or Shop Drawings required of the Contractor by the Engineer or the Specifications."

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.03 Commencement of Contract Times; Notice to Proceed

Replace Paragraph 2.03.A of the General Conditions with the following:

"The Contract time shall run from the notice to proceed to the contractor's days to complete, unless extended as provided in the Agreement"

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02 Subsurface and Physical Conditions

Replace Paragraphs 4.02.A with the following:

"The following reports of explorations and tests of subsurface conditions at or contiguous to the site were used to prepare the Bidding Documents.

- Geotechnical Engineering Study Indian Trail Improvement District Proposed New Pier-Coconut Park, Dated October 27, 2025, Thomas Geotechnical Services **(TGS File No. 25-778)**.

The "technical data" contained in such reports upon which the Contractor may rely on are subsurface exploration. These reports are included in the bid package."

Replace Paragraph 4.02.B with the following:

"The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:

Topographic Survey, ITID Coconut Park Pier Project.

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Add the following new paragraphs immediately after Paragraph 4.02.B of the General Conditions:

"C. All of the information in such drawings and reports constitutes "technical data" on the Site and subsurface conditions upon which Contractor may rely. The drawings and reports identified above are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer."

SC-4.04 Underground Facilities

Add the following new paragraph immediately after Paragraph 4.04.B of the General Conditions:

"C. Contractor shall comply with the terms of Chapter 556, Florida Statutes ("Underground Facility Damage Prevention and Safety Act" and shall provide Sunshine State One-Call of Florida, Inc. with the information required by section 556.105, Florida Statutes, before the commencement of any excavation or demolition required for the Work."

SC-4.06 Hazardous Environmental Condition at Site

Replace Paragraphs 4.06.A and 4.06.B of the General Conditions with the following:

"A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner. However, note the existing 500 kV FPL main transmission lines above proposed structure.

B. Not Used."

ARTICLE 5 - BONDS AND INSURANCE

SC-5.01 Performance, Payment, and Other Bonds

Add the following new sub-paragraph "5.01.D" immediately after Paragraph 5.01.C of the General Conditions:

"D. ~~Effective October 1, 2012~~ In accordance with §255.05(1)(b), F.S., before commencing the Work or before recommencing the Work after a default or abandonment, Contractor shall at Contractor's expense provide to District a ***certified copy*** of the recorded bond(s) bearing the seal of the Clerk of Circuit Court. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, District shall not make a payment to Contractor until Contractor has delivered the required certified copy of the recorded bond(s)."

SC-5.04 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 5.04.B of the General Conditions:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. These policy limits and range of coverage may be adjusted depending on the scope and complexity of the project, in consultation with the District's insurance agent:

(1) **Workers' Compensation**, and related coverage under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

(a) Statutory Limits and	$ 300,000	Each Accident
	$1,000,000	Disease-Policy Limit
(b) Employers Liability	$1,000,000	Disease-Each Employee

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(c) Coverage must include a waiver of subrogation endorsement in favor of, and naming, Indian Trail Improvement District and the Engineer.

(2) **Contractor's General Liability** under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(a)	General Aggregate	$2,000,000
(b)	Products – Completed Operations Aggregate	$2,000,000
(c)	Personal and Advertising Injury	$1,000,000
(d)	Each Occurrence (Bodily Injury and Property Damage)	$3,000,000
(e)	Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.	
(f)	Excess or Umbrella Liability	
	General Aggregate	$3,000,000
	Each Occurrence	$3,000,000

The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

(3) **Automobile Liability** under Paragraph 5.04.A.6 of the General Conditions:

Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

Per Occurrence	$1,000,000

(4) **The Contractual Liability coverage** required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

(a)	Bodily Injury Limit:	
	Each Occurrence	$1,000,000
	Annual Aggregate	$2,000,000
(b)	Property Damage Limit:	
	Each Occurrence	$1,000,000

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Annual Aggregate	$2,000,000

OR

(c) Combined Single Limit of Bodily Injury and Property Damage:

Each Occurrence	$1,000,000
Annual Aggregate	$2,000,000

(d) Contractual Liability shall include Commercial General Liability.

(5) **Additional types and amounts of insurance** required by Owner.

(a) **Professional Liability (Errors & Omissions) Insurance (if applicable)**

[1] $1,000,000 Per Claim
[2] $2,000,000 Annual Aggregate
[3] $25,000 Maximum Deductible Per Claim

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

(b) **Contractor's Pollution Liability (CPL) Coverage**.

Requirement to be determined on a project basis, in consultation with District insurance agent.

(6) **Names of other persons or entities** to be included on policy as additional insureds:

Indian Trail Improvement District, an Independent Special District of the State of Florida, its Board of Supervisors, Officers, Employees and Agents

StormwaterJ Engineering, Inc. District Engineer

(7) **Notice of Cancellation**:

The Insurance afforded above may not be terminated or reduced unless thirty (30) days prior written notice of such termination or reduction is mailed to Indian Trail Improvement District and the Engineer (unless terminated for non-payment in which event ten [10] days-notice is required).

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(8) **Insurance Certificates/Policy Endorsements**:

Indian Trail Improvement District shall be listed as an Additional Insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a Certificate of Insurance (ACORD Form 25) reflecting same shall be delivered to Indian Trail Improvement District, which Certificate of Insurance shall be updated on a continuing basis throughout the Term of this Agreement if changes occur.

(9) **The policy must include**:

(a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).

(b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of ten (10) years following completion of its work.

(c) Standard ISO CG0001 0196 Contractual Liability coverage, or its equivalent, and a Separation of Insured's clause.

(d) Broad Form Property Damage coverage, including completed operations, or its equivalent.

(e) The work "performed on your behalf by a subcontractor" exception to the "Damage to Your Work" exclusion (Exclusion "1" in Section I of the CG 0001-0196.) **No limitation or restriction of this exception is allowed**.

(f) An Additional Insured Endorsement containing the following provisions:

"It is understood and agreed that coverage afforded by this policy shall also apply to Indian Trail Improvement District, an Independent Special District of the State of Florida, its Board of Supervisors, Officers, Employees and Agents and the District Engineer."

Additional Insured Endorsements should be in ISO Forms CG 20 10 (Ongoing Operations) & CG 20-37 (Completed Operations) or equivalent.

(g) [Not applicable]

(h) There shall be no exclusions for continuing or progressive losses not known by Contractor to exist prior to policy inception.

(i) Coverage must be on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

(10) **Property Insurance**:

Contractor shall maintain "Special Form" property insurance (commonly referred to as "builder's risk" or "special perils" coverage) in an amount equal to the full replacement cost of all real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project

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site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed." This coverage shall be in effect prior to commencement of work on the Project.

(11) **Other Requirements**:

(a) All policies must afford an unqualified thirty (30) days-notice of cancellation to the additional insured(s) in the event of cancellations or non-renewal, and ten- (10) days-notice of cancellation for non-payment of premium.

(b) All policies must be written by insurance companies whose rating in the most recent A. M. Best's Rating Guide, is not less than A:VII or better. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full-certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefore.

(c) Certificates of Insurance (ACORD Form 25) and required Policy Endorsements evidencing the minimum required coverage shall be delivered to Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Contractor or Subcontractor performed on behalf of Contractor shall be covered by such insurance. A separate endorsement requiring 30-day notice of cancellation will be provided.

(d) Contractor reserves the right, but shall have no obligation, to procure the insurance or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to become responsible pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agree and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverage. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.

(e) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in the Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds.

(f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create interest to be Additional Insureds.

(g) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental

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equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

(h) Nothing in this Special Condition shall reduce Subcontractor's obligations as set forth in the Indemnity provisions of the Contract.

(i) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by unauthorized persons.

(12) **Waiver of Subrogation**.

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

Subcontractors shall waive all rights of recovery against Contractor and the Indemnitees, their partners, offices, directors, agents, representatives, employees, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

(13) .**Notices**: All certificates of Insurance and required endorsements must be addressed and forwarded to:

Indian Trail Improvement District
ATTN: Scarlet Cantley
13476 61st Street N.
West Palm Beach, FL 33412
Phone: 561-793-0874
Email: scantley@indiantrail.com

and

StormwaterJ Engineering, Inc.
Attn: Jay. G. Foy, P.E., President
1855 Indian Road, Suite 202
West Palm Beach, FL 33409
Phone: 561-242-0028
Fax: 561-242-0109

(14) Provision of the minimum insurance coverage provided herein is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by Owner as a material breach of contract.

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SC-5.06 Property Insurance

Delete Paragraphs 5.06A, 5.06.B and 5.06.C of the General Conditions in their entirety.

Delete Paragraph 5.06.E of the General Conditions in its entirety.

SC-5.07 Waiver of Rights

Delete Paragraph 5.07 of the General Conditions in its entirety.

SC-5.08 Receipt of Application of Insurance Proceeds

Delete Paragraph 5.08.A. of the General Conditions in its entirety.

Delete the second sentence of Paragraph 5.08.B.

SC-5-09 Acceptance of Bonds and insurance; Option to Replace

Delete Paragraph 5.09 of the General Conditions in its entirety and insert the following:

"SC-5.09 Acceptance of Bonds and Insurance

A. Owner shall review the coverage afforded by or other provisions of the bonds and insurance required to be purchased and maintained by Contractor after delivery of bonds and insurance certificates to Owner in accordance with Article 5 of the General Conditions. Contractor shall furnish to the Owner such additional information in respect of insurance provided by Contractor as the Owner may reasonably request.

B. Review of Bonds, Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

C. In case of the breach by Contractor of any bond or insurance provision stated in the Contract Documents, the Owner, at his option, may purchase and maintain, at the expense of the Contractor, such bonds or insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

D. All the bonds and policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project."

SC-5.10 Partial Utilization, Acknowledgement of Property Insurer.

Add new paragraph immediately after paragraph 5.10 of the General Conditions which shall read as follows:

"However, not withstanding anything to the contrary in the Contract Agreement form, the full and entire cost of obtaining the Workman's Compensation Insurance, Employer's Liability Insurance, Public Liability Insurance, Automobile Liability Insurance, and Explosion, or elsewhere in the Contract Documents, shall be borne solely by the Contractor, he having all such costs in his bid."

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

SC-6.01 Supervision and Superintendence

Add the following new paragraph immediately after paragraph 6.01.B of the General Conditions.

"The Contractor shall perform all work in compliance with all applicable safety codes. A competent English-speaking superintendent will be on the job at all times during working hours, and will be subject to call during off-duty hours for emergency situations. The superintendent shall have overall charge of the work with complete authority regarding the Contractor's workmen, equipment and material purchases. The superintendent shall have complete authority to act on behalf of the

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Contractor. The person must be sufficiently qualified and have read and understood the Drawings, Specifications, and all Contract Documents."

SC-6.02 Labor; Working Hours

Modify paragraph 6.02.B of the General Conditions to allow work on Saturday by amending the second sentence of Paragraph 6.02.B.A by striking out the following words: "Saturday," and adding the following sentence: "Contractor is permitted to work on Saturdays from 7:30 a.m. to 5:30 p.m. provided Contractor notifies Engineer at least two (2) days in advance."

SC-6.06 Concerning Subcontractors, Suppliers, and Others

Add a new paragraph immediately prior to Paragraph 6.06.A reading as follows:

"Contractor will utilize the Subcontractors listed in the Subcontractor list provided with the Bid unless alternates are approved by Owner."

Amend paragraph 6.06.A by replacing the last sentence of the paragraph with the following sentence:

"Contractor shall not be required to employ any Subcontractor, supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as required by 6.06.B and the Instructions to Bidders."

Amend paragraph 6.06.B by adding the words "Instructions to Bidders" before Supplementary Conditions wherever it appears.

Amend paragraph 6.06.B by deleting the following sentence from the paragraph:

~~"Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued."~~

Amend paragraph 6.06.B by adding the following language at the end of the last sentence of the paragraph:

"Nor does such acceptance create a contractual relationship between the Owner and any subcontractor, supplier, individual, or entity."

Add the following new paragraph immediately after paragraph 6.06.B of the General Conditions.

"1. If the Bid Form or Specifications require (or if requested by Owner prior to the Notice of Award) the apparent Successful Bidder and any other Bidder so requested, shall submit a list of all Subcontractors, Suppliers and other persons or organizations (including those who are to furnish the principal items of material and equipment) in accordance with requirements of paragraph 12 of the Instructions to Bidders (C-200) and Article 6.06 of the General Conditions."

Add the following language at the end of paragraph 6.06.C. of the General Conditions:

"Owner or Engineer may furnish to any such Subcontractor, Supplier or other individuals or entities performing or furnishing any of the Work, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment."

Add new paragraphs immediately after Paragraph 6.06.G of the General Conditions:

"H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

Use of Subcontracts is limited to no to more than twenty-five percent (25%) of the Contract price or individual project price."

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SC-6.09 Laws and Regulations

Amend Paragraph 6.09.C of the General Conditions by replacing the first sentence of the paragraph with the following sentence:

"Changes in Laws or Regulations which become effective after the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract price or Contract Times."

Add the following sentence immediately after paragraph 6.09.C. of the General Conditions:

"All vehicles used in connection with the Contractor's operations will be required to have identification signs."

SC-6.13 Safety and Protection

Add a new paragraph immediately after Paragraph 6.13.F of the General Conditions:

"G. Contractor shall comply with the applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R. §1926.650, Subpart P. The Excavation Safety Standards will be adhered to during trench excavation in accordance with Ch. 553, Part III Florida Statutes ("Trench Safety Act"). The costs for complying with the "Trench Safety Act" are included in Contractor's proposal and in its Total Bid Price."

SC-6.17 Shop Drawings and Samples

Add the following paragraphs immediately following paragraph 6.17.C of the General Conditions:

"1. The Contractor shall not reproduce the Engineer's project drawings to prepare shop drawings without written approval of the Engineer.

2. Two copies of submitted drawings or of the reproducible copy will be annotated as appropriate and returned to the Contractor with appropriate action taken. Shop drawings shall be forwarded to the Engineer. The Engineer will return to the Contractor a letter with the shop drawing disposition noted thereon, along with the drawings or date when the review is completed

3. In checking shop drawings prior to submittal, Contractor is required to note corrections or comments on the drawings in colored ink, stamp approval, and date and sign each copy.

4. Drawings and other data returned to the Contractor will be stamped "Approved", "Approved as Noted", or "Not Approved – Revise & Resubmit". Drawings and data stamped "Approved" and "Approved as Noted" need not be returned for further approval if notations are acceptable to the Contractor and subcontractors. Drawings or data stamped "Not Approved--Revise and Resubmit" shall require new submission. Comments or corrections by the Engineer will be made in red ink."

Add the following new paragraphs immediately after Paragraph 6.17.E of the General Conditions:

"F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor."

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SC-6.19 Contractor's General Warranty and Guarantee

Add the following paragraph immediately after Paragraph 6.19.C of the General Conditions.

"D. The Contractor shall provide a 12-month warranty for all replacement plants."

SC-6.20 Indemnification

Replace Paragraph 6.20.A of the General Conditions with the following:

A. "To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all liabilities, damages, losses, claims, actions, proceedings and costs (including, but not limited to, all reasonable fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any act or omission of negligence, recklessness, or intentional wrongful misconduct of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or utilized by any of them to perform any of the Work or anyone for whose acts any of them may be liable (sec. 725.06, F.S.)."

Add the following paragraphs immediately after Paragraph 6.20.C of the General Conditions.

"D. The parties agree that 1% of the total compensation paid to the Contractor for performance of this Agreement shall represent the specific consideration for the Contractor's indemnification of the Owner as is set forth in Paragraphs 6.20.A and 6.20.B of the General Conditions.

E. It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore."

SC-6.21 Contract Provisions for Federally-Funded Projects

The final contract will incorporate all mandatory Federal and State compliance clauses.

The awarded Contractor must possess a valid registration and a Unique Entity Identifier (UEI) through the System for Award Management (**SAM.gov**) before the execution of the final contract and prior to the issuance of the Notice to Proceed. The Contractor is responsible for maintaining an active SAM.gov registration status for the duration of the Project's performance period.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME

SC-12.01 Change of Contract Price

Add the following paragraphs immediately after Paragraph 12.01.B.3 of the General Conditions:

"4. Whenever a change in the Work is to be based on mutual acceptance of a lump sum (General Condition 12.01.B.2), whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an estimate substantiated by a complete itemized breakdown. The breakdown shall list quantities and unit prices for materials, labor, equipment, overhead and other items of cost.

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5. Whenever a change involves the Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for the Contractor and each Subcontractor shall be itemized separately."

SC-12.02 Change of Contract Times

Add the following paragraph immediately after Paragraph 12.02.B of the General Conditions

"C. The time lost due to delays beyond the control of the Contractor will be considered to be equivalent to the number of days the path of critical events is lengthened by the delay regardless of the duration of the delay. Contractor shall indicate this path of critical events, by diagram or narrative, in such detail as may be necessary to justify the claim and establish the number of days delay. The path of critical events is defined as that series of interdependent construction events which must be sequentially performed requiring a longer total time to perform than any other series."

SC-12.03 Delays

Delete Paragraphs 12.03.B, C, D, and E of the General Conditions in their entirety.

Replace Paragraph 12.03.B of the General Conditions with the following paragraph:

"B. Contractor will not be entitled to any adjustment in the Contract Price for delays extended general conditions, extended overhead, loss of productivity, acceleration or any damages or other compensation whatsoever in the event of any delays in the progress of the Work on account of hindrances or delays form any cause whatsoever. Such causes of delay include but are not limited to differing site conditions, difficulty in acquiring permits, limited access to the Project, failure to approve plans and shop drawings on time, delays caused by governmental action, inaction or regulation, subsurface conditions, material shortages, or delay in the deliver of materials. It is the specific intent hereunder that an extension of time will be the sole and exclusive remedy for delay of any type description of category. However, if occasioned by an act of God, or by any act or omission on the part of the Owner such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the Work which shall be determined by the Engineer, provided that the Contractor will give notice as provided herein. The foregoing limitations on adjustments to the Contract Price also apply to any causes of delay which affect any subcontractor, materialman, supplier or laborer on the Project. In no event, if any such events of delay occur, shall any subcontractor, materialman, supplier or laborer be entitled to additional compensation for delays including claims for extended general conditions, extended overhead and the like against the Owner or Engineer."

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.03 Tests and Inspections

Add the following language at the end of paragraph 13.03.A of the General Conditions:

"Timely Notice" shall mean communication of intent within 48 hours."

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Progress Payments

Replace Paragraph 14.02.A.1. of the General Conditions with the following:

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"1. At least 20 days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by the results of the testing of the Work pursuant to Paragraph 13.03.B, field survey data providing conformance of the Work with the requirements of the Contract Documents, and such supporting other documentation as may be required by the Contract Progress payments may not include the cost of materials and equipment not incorporated in the Work."

Add the following language at the end of Paragraph 14.02.A.2 of the General Conditions:

"Contractor shall use the standard forms provided as exhibits in the Construction Documents."

Add the following language at the end of Paragraph 14.02.A.3 of the General Conditions:

"Contractor with full knowledge of its rights under the provisions of Sections 218.735(8), Florida Statutes, as may be amended and supplemented from time to time, does hereby expressly waive the application and applicability of said Section 218.735(8), Florida Statutes, as to the retainage percentages the Owner may withhold from each progress payment made to the Contractor for construction costs and services."

Add the following new Subparagraphs immediately after Paragraph 14.02.A.3 of the General Conditions

"4. Contractor's application for Final Payment shall be submitted within ninety (90) days of the date of the Notice of Substantial Completion.

5. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner's Agent to whom Contractor may submit Applications for Payment or invoices shall be Engineer."

Add the following new Subparagraph immediately after Paragraph 14.02.B.5 of the General Conditions:

"6. For the purpose of compliance with section 218.72(1), Florida Statutes (Local Government Prompt Payment Act), unless otherwise provided in the Agreement, Engineer shall be Owner's "Agent" with respect to review of invoices or payment requests for construction services. For review of invoices or payment requests for non-construction services, Owner's "Agent" shall be identified in the Notice to Proceed."

Delete Subparagraph 14.02.C.1 of the General Conditions and replace it with the following:

"C. Payment Becomes Due:

1. Subject to the provisions of Paragraph 14.02.D, payment shall be due Contractor and made by Owner upon the schedule and according to the terms of the *Local Government Prompt Payment Act*, ch. 218, Part IV, Florida Statutes."

SC-14.04 Substantial Completion

Add the following language at the end of Paragraph 14.04.C of the General Conditions:

"Notwithstanding the provisions of GC 14.04.A through C, the parties to this Contract intend that the sequence of actions and schedules for determination of Substantial Completion will conform as closely as possible to the provisions of Ch. 218, Part VII, F.S. (Local Government Prompt Payment Act)."

SC-14.07 Final Payment.

Add the following new Subparagraphs "e" and "f" following Paragraph 14.07.A.2.d, as follows:

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"e. executed consents to Owner's assignment to other governmental entities of Contractor's Warranties and guarantees if requested;

f. proof of approval and acceptance of the Work by all applicable regulatory agencies, utility companies and governmental entities. However, if Contractor can demonstrate that a regulatory agency, utility company or governmental entity did not respond to Contractor's request for inspection or approval within a reasonable time or if the regulatory agency's, utility company's or governmental entity's response was delayed due to factors beyond Contractor's control, the Owner may, at its sole discretion, determine that some or all of the time attributable to said response or inspection delay be excluded from the calculation of time for the purpose of determining Liquidated Damages."

Replace subparagraph 14.07.C.1 of the General Conditions with the following:

"C. Payment Becomes Due:

(j) Final payment, constituting the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, shall be due Contractor and made by Owner upon the schedule and according to the terms of the *Local Government Prompt Payment Act*, ch. 218, Part IV, Florida Statutes."

SC-14.10 Waiver of Proof of Payment of Sub-Contractors

Add a new General Condition 14.10.A (Waiver of Proof of Payment of Sub-Contractors), as follows:

"SC-14.10 Waiver of Proof of Payment of Sub-Contractors.

A. Effective October 1, 2012 in accordance with §255.05(11), F.S., notwithstanding any provisions of the Contract Documents to the contrary, if Contractor furnishes and records payment and performance bonds for a District public works project in the manner provided in §255.05(1)(b), F.S., and provides the District with a written consent from Contractor's Surety regarding the project or payment in question, District will not condition its payments to Contractor on the production of a release, waiver, or like documentation from a sub-contractor demonstrating that the sub-contractor does not have an outstanding claim against Contractor, Surety, the payment bond, or the District for payments due on labor, services, or materials furnished on the public works project. Surety may, in a writing served on District, revoke its consent or direct that District withhold a specified amount from a payment, which direction shall be effective upon receipt."

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

SC-15.03 Owner May Terminate For Convenience

Delete Paragraph 15.03.A.3 of the General Conditions in its entirety.

Delete Paragraph 15.03.A.4 of the General Conditions in its entirety.

Add the following new paragraph immediately after paragraph 15.03.B of the General Conditions:

"C. Regardless of any language to the contrary contained in this article or the Agreement, if the Owner, following issuance of a Notice of Award to the Contractor, is unable to obtain all necessary permits for the Work prior to the issuance of a Notice to Proceed, the Owner, upon giving seven (7) days written notice to the Contractor, may terminate this Agreement. Upon said termination, the Contractor shall only be entitled to reimbursement for the actual cost incurred

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by the Contractor for: (a) purchase of the Contract Documents in the amount set forth in the Invitation to Bid and (b) actual out-of-pocket expenses incurred for the acquisitions of the Payment and Performance Bonds required under the terms of this Agreement."

SC-15.04 Contractor May Stop Work or Terminate

Amend Paragraph 15.04.B. of the General Conditions by deleting the last sentence of the paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

SC-16.01 Method and Procedures

Replace Paragraph 16.01 of the General Conditions with the following:

"SC-16.01 Third-Party Neutral Evaluation

A. Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after receipt of written notice of Engineer's action or decision unless, within that time period, Owner or Contractor gives to the other party written notice of intent to submit the Claim to a third-party neutral as set forth below.

B. Within 30 days of delivery of the written notice described in Paragraph SC-16.01.A, Owner and Contractor shall meet and agree on a qualified neutral individual to evaluate the Claim and make a non-binding recommendation for its resolution. In the event the parties cannot so agree within this 30-day period, either party may request that the American Arbitration Association appoint a qualified third-party neutral.

C. Within 30 days of the appointment of the third-party neutral, Owner, Contractor, and the neutral shall attend a meeting to discuss the Claim and provide the neutral with information and documentation for evaluation of the Claim.

D. Within 30 days of the conclusion of the meeting described in SC-16.01.C, the neutral shall issue a non-binding recommendation for settlement, including a statement of the rationale and Contract Document provisions relied upon.

E. The fees and expenses of the American Arbitration Association (if any) and the neutral shall be shared equally by Owner and Contractor.

F. If the Claim is not resolved by the third-party neutral evaluation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after receipt of the written recommendation unless, within that time period, Owner or Contractor:

1. elects in writing to demand arbitration of the Claim, pursuant to Paragraph SC-16.02, or
2. agrees with the other party to submit the Claim to another dispute resolution process."

Add the following new paragraph immediately after Paragraph 16.01 of the General Conditions.

"**SC-16.02 Arbitration**.

A. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) including but not limited to those not resolved under the provisions of Paragraph SC-16.01 will be decided by arbitration in accordance with the American Arbitration Association, subject to the conditions and limitations of this Paragraph SC-16.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

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B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph SC-16.01.C, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statue of limitations.

C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, jointer, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. The inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. Such other individual or entity is substantially involved in a question of law or fact which is common to those who parties to the arbitration are already and which will arise in such proceedings.m

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Controlling Law relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor."

END OF SPECIAL CONDITIONS

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INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-1000

GENERAL REQUIREMENTS

1.0 PROJECT LOCATION

The Indian Trail Improvement District is located in the northwest portion of Palm Beach County lying generally north of the Village of Wellington and the Village of Royal Palm Beach, west of the City of West Palm Beach and Palm Beach Gardens, adjacent to the City of Westlake, and south of the Martin County line, excluding, among others, all municipalities and water control districts in existence at the time the District was created. The District was created in 1957 for the purpose of reclaiming the lands within its boundaries for water control purposes and to protect the land within its boundaries from the effects of storm and drainage water.

2.0 SCOPE OF WORK

The Work shall include Construction activities necessary for the complete installation of the pier structure and its transition to the adjacent sidewalk. The scope of work encompasses providing the foundation system, structural framing, decking, and railing, inclusive of all necessary hardware and specialty engineering as required by the construction documents. Additionally, the contractor shall perform comprehensive layout and as-built surveying, site stabilization, and ensure all work adheres to current building codes and local requirements, inclusive of all necessary inspections.

3.0 GENERAL

A. CONTRACTOR will notify OWNER 48 hours prior to commencement of construction.
B. OWNER will provide CONTRACTOR access to sites.
C. CONTRACTOR shall police all work sites regularly to ensure they are kept free of trash and debris.
D. No fuel or equipment may be stored on-site unless approved in advance by the OWNER.
E. Prior to engaging in any discussions with other entities, such as the news media, pertaining to the Contract, CONTRACTOR shall notify the OWNER.
F. CONTRACTOR will have a supervisor equipped with a radio, phone or paging device so the OWNER will have 24 hour contact if problems arise in field operations.
G. CONTRACTOR will make personnel available for emergency work 24 hours a day, 7 days a week.
H. CONTRACTOR will have a local telephone number for this purpose within one month after signing the Construction Contract.
I. CONTRACTOR shall not subcontract more than 25% of the contract amount and shall perform a minimum of 75% of the work within their own organization, unless authorized in writing in advance by OWNER.
J. Upon receipt of a request for proposal (RFP), by phone or in writing, CONTRACTOR is required to respond within 72 hours or within the time specified in the RFP.
K. CONTRACTOR shall adhere to all OSHA standards.
L. CONTRACTOR shall coordinate with testing labs as required.
M. OWNER will pay for all passing material tests.

N. CONTRACTOR shall comply with the specifications and details on the project drawings (plans).
O. CONTRACTOR shall comply with all CONTRACTOR related grant requirements.
P. CONTRACTOR must maintain an active SAM.gov registration and Unique Entity ID (UEI) throughout the project.

4.0 CONSTRUCTION PLAN

A. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals required to construct the pier and associated park repairs as depicted in the following:

1) Civil Plans: Site Plan and Pollution Prevention Plan.
2) Structural Plans (MUEngineers, Inc.): Sheets S-0.00 through S-5.00, including General Notes, Plan and Elevations, Framing Details, and Walkway Details.
3) Geotechnical Report (TGS File No. 25-778): Recommendations for pile driving and vibration monitoring.

B. **Time of Performance:** All work must reach Substantial Completion on or before **March 31, 2026**.

C. SUBMITTALS

Submittals shall include as a minimum:

1. Schedule of Work
2. Shop Drawings (including Specialty Engineering for railings)
3. Vibration Monitoring Plan (per FDOT Section 108).

12594 89th PLACE NORTH

COCONUT PARK PIER - RENOVATIONS
WEST PALM BEACH, FLORIDA
SJE PROJECT No. 91084-P12



LOCATION MAP

KEY SHEET

SHEET 1	COVER SHEET
SHEET 2	SITE PLAN
SHEET 4	POLLUTION PREVENTION PLAN AND DETAILS

Digitally signed by Daniel Rey
Date: 2025.12.02 13:20:51 -05'00'

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DANIEL REY, P.E. USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REVISIONS

NO.	DATE	REMARKS	BY

STORMWATER ENGINEERING, INC.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-0028 • Fax (561)242-0109 • stormwater@gmail.com

COVER SHEET
12594 89th PLACE NORTH
WEST PALM BEACH, FLORIDA

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91084-P12-1120 Cover Sheet.dwg

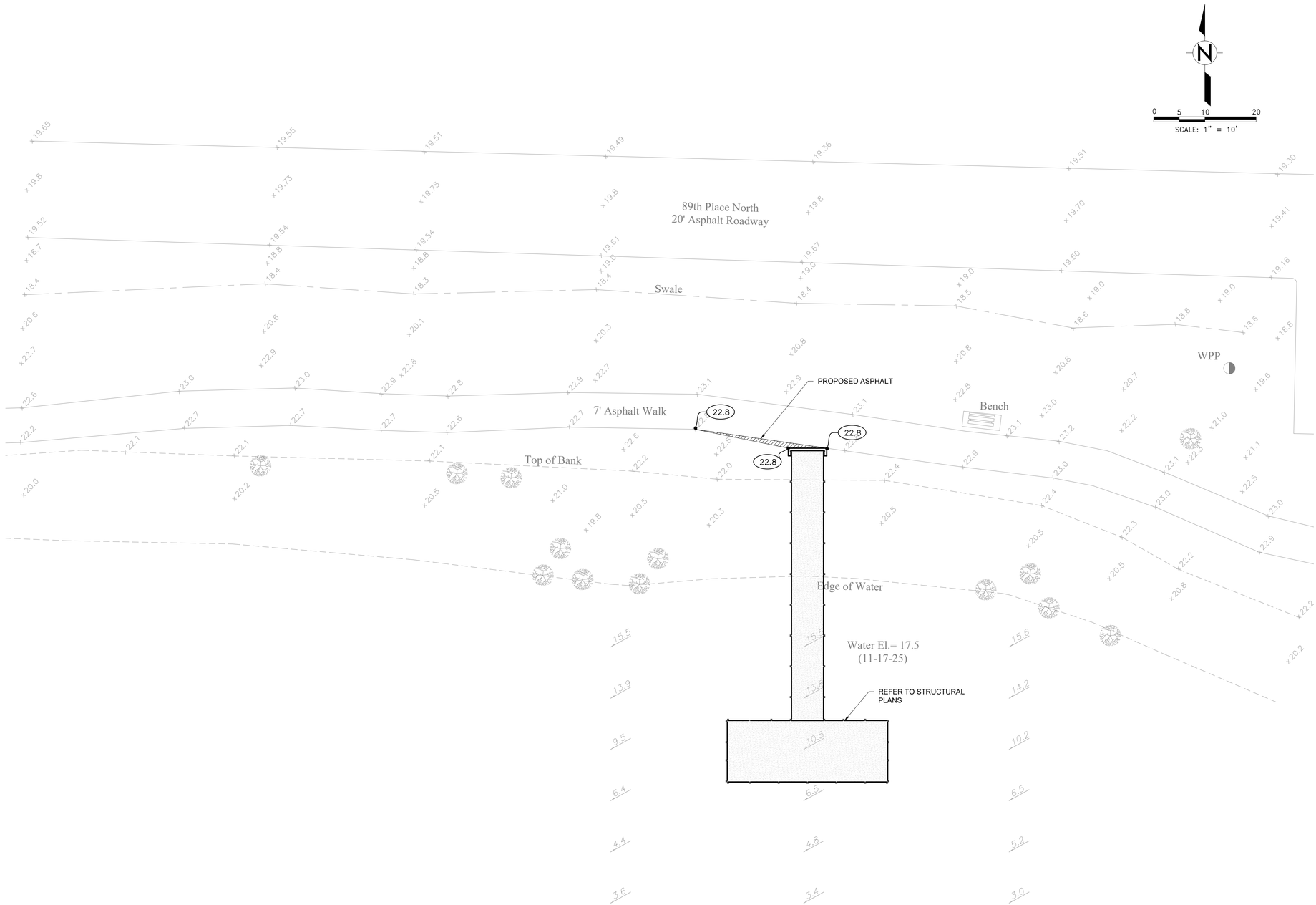
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PROJECT MANAGER	DR

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JOB NO. 91084-P12

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SJE19-AC3



LEGEND

- 19.72 — EXISTING ELEVATIONS
- 14.4 — FINISHED GRADE ELEVATION
- DRAINAGE FLOW DIRECTION
- ASPHALT

GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM (1988 MEAN SEA LEVEL).
2. TOPOGRAPHIC SURVEY PERFORMED BY DJG SURVEYING AND MAPPING, INC., LOXAHATCHEE, FLORIDA. DATE : 11/19/2025.
3. EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE LOCATIONS AND HAVE BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. CONTRACTOR TO FIELD VERIFY ANY CONFLICTS WITH TREES AND/OR UTILITIES AND DRAINAGE. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS BEFORE PROCEEDING WITH ANY SOLUTION TO THE CONFLICT.
5. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES. ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NOT EXPENSE TO THE SUBJECT UTILITY. CALL "SUNSHINE" 48 HOURS BEFORE DIGGING.
6. ALL INSTALLATIONS SHALL BE MADE IN SUCH A MANNER AS NOT TO INTERFERE WITH EXISTING OR NEW UTILITIES, DRAINAGE OR ROADWAY CONSTRUCTION.
7. CONTRACTOR IS TO RESTORE ANY CURB, LANDSCAPE, ASPHALT, ETC. (NOT SCHEDULED FOR DEMOLITION) DAMAGED DURING CONSTRUCTION TO A CONDITION EQUAL TO WHAT IS EXISTING.
8. CONTRACTOR TO REFER TO ARCHITECTS'S PLANS FOR DETAIL ON FINAL SURFACE MATERIALS.

NO.	DATE	REVISIONS	REMARKS	BY

Stormwater/ Engineering, Inc.
Civil, Hydrologic & Hydraulic Engineers
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SITE PLAN
12594 89th PLACE NORTH
WEST PALM BEACH, FLORIDA

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C.A. 0000934

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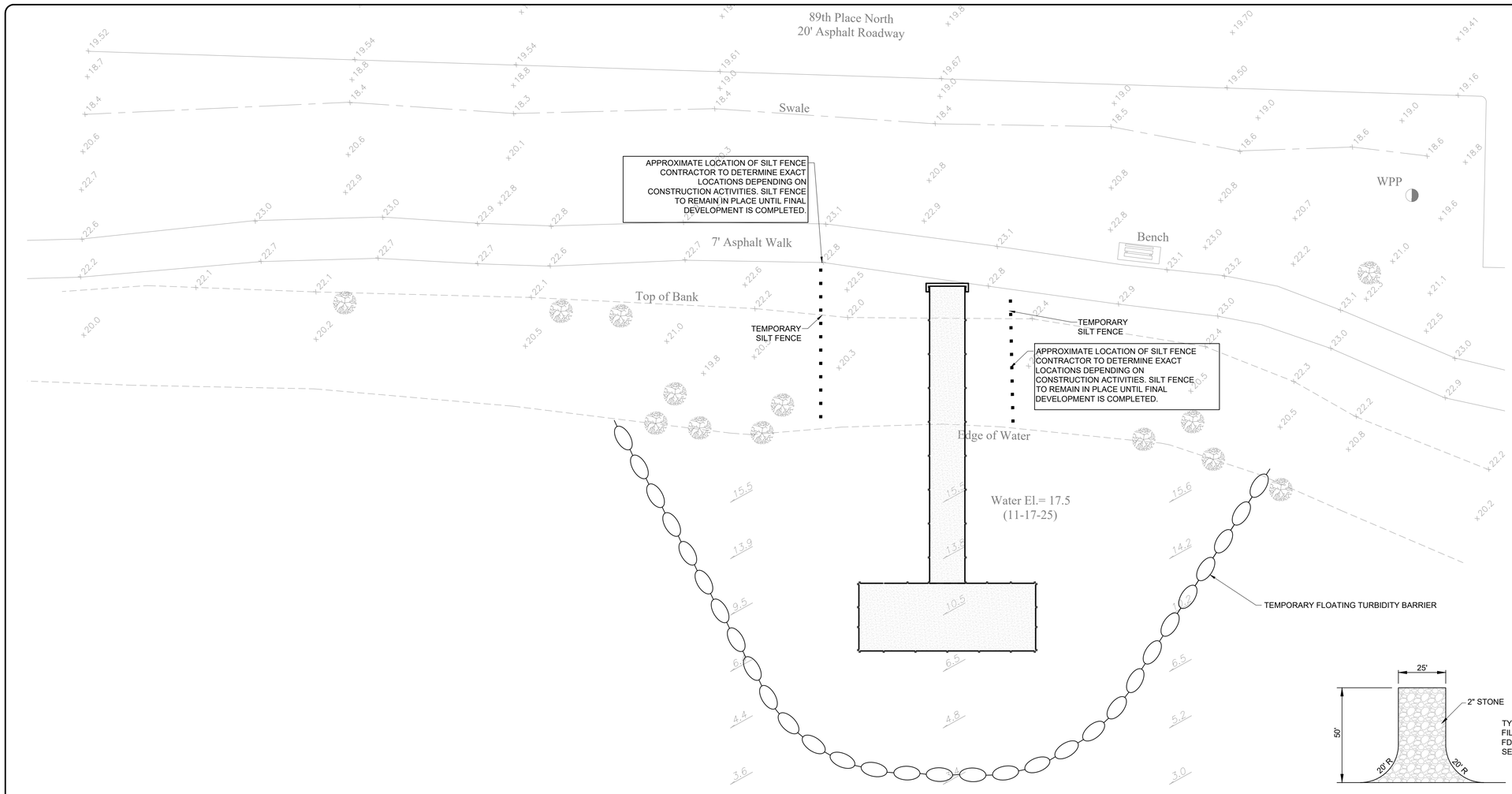
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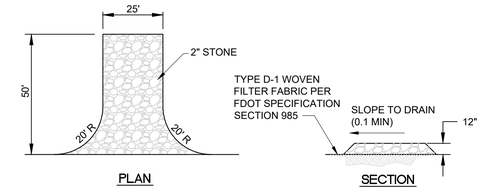
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91084-P12-1120 Paving Grading Drainage Plan.dwg

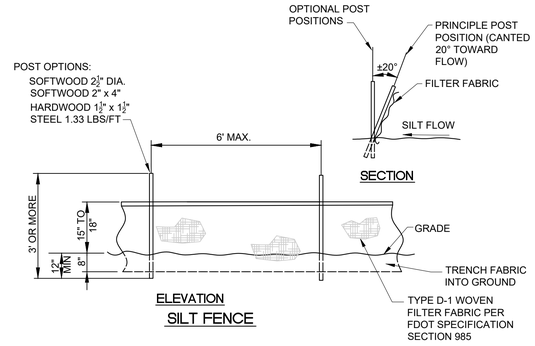
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TEMPORARY GRAVEL ENTRANCE



SILT FENCE

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON–SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION – ON–SITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORESEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE, HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2 INCH OPENING SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO.1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON DETAIL. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. BALE SHALL BE EITHER WIRE BOUND OR STRING TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
9. BALES SHALL BE PLACED LENGTHWISE IN SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF THE ADJACENT BALES PRESSED TOGETHER.
10. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED, A TRENCH SHALL BE EXCAVATED AROUND THE INLETAND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES, AFTER THE BALES ARE STACKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
11. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
12. LOOSE STRAW SHOULD BE WEDGED BETWEEN BALES TO PREVENT WATER FROM ENTERING BETWEEN BALES.
13. HAYBALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
16. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL, THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE–HALF THE HEIGHT OF THE BARRIER.
17. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE HAYBALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
18. SILTFENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEASE DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
19. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
20. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
21. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF THE DESIGN DEPTH OF THE TRAP, REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
22. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND APPLICABLE WATER MANAGEMENT DISTRICT PERMIT(S) FOR THIS PROJECT.
23. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL – A GUIDE TO SOUND LAND AND WATERMANAGEMENT' FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER), CHAPTER 6.
24. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION,
25. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
26. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
27. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
28. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE APPLICABLE WATER MANAGEMENT DISTRICT.
29. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAYBALES AND GRASSING. ALL FILL SLOPES 31 OR STEEPER TO RECEIVE STAKED SOLID SOD.
30. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
31. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
32. ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISCHARGE SHALL BE CONTROLLED AND REROUTED THROUGH HAY FILTERS, SILTATION DIAPERS AND SUMPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CORRECTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62–302, FLORIDA ADMINISTRATIVE CODE.
33. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CONDITIONS BY RAISING CHANNEL BOTTOMS AND/OR CLOGGING OUTFALL CULVERTS.
34. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS ABOVE EXISTING BACKGROUND LEVEL.
35. A MINIMUM OF ONE OF THE EROSION CONTROL MEASURE OPTIONS SHOWN FOR ALL DROP INLETS WILL BE USED BY THE CONTRACTOR.
36. FLOATING TURBIDITY BARRIERS WILL BE PLACED AT ALL OUTFALL LOCATIONS. IF SEAGRASSES ARE PRESENT BARRIERS WILL NOT BE PLACED OVER THEM. THE FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED IN A MANNER TO PREVENT MANATEE ENTANGLEMENT.
37. SILT FENCES OR HAYBALES WILL BE USED ALONG BOTH SIDES OF LIMITS OF CONSTRUCTION TO MINIMIZE OFFSITE SILTATION MIGRATION.

REVISIONS			
NO.	DATE	REMARKS	BY

STORMWATER ENGINEERING, INC.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242–0028 • Fax (561)242–0109 • stormwater@gmail.com

POLLUTION PREVENTION PLAN
12594 89th PLACE NORTH
WEST PALM BEACH, FLORIDA

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C.A. 00009484

Daniel Rey, P.E.
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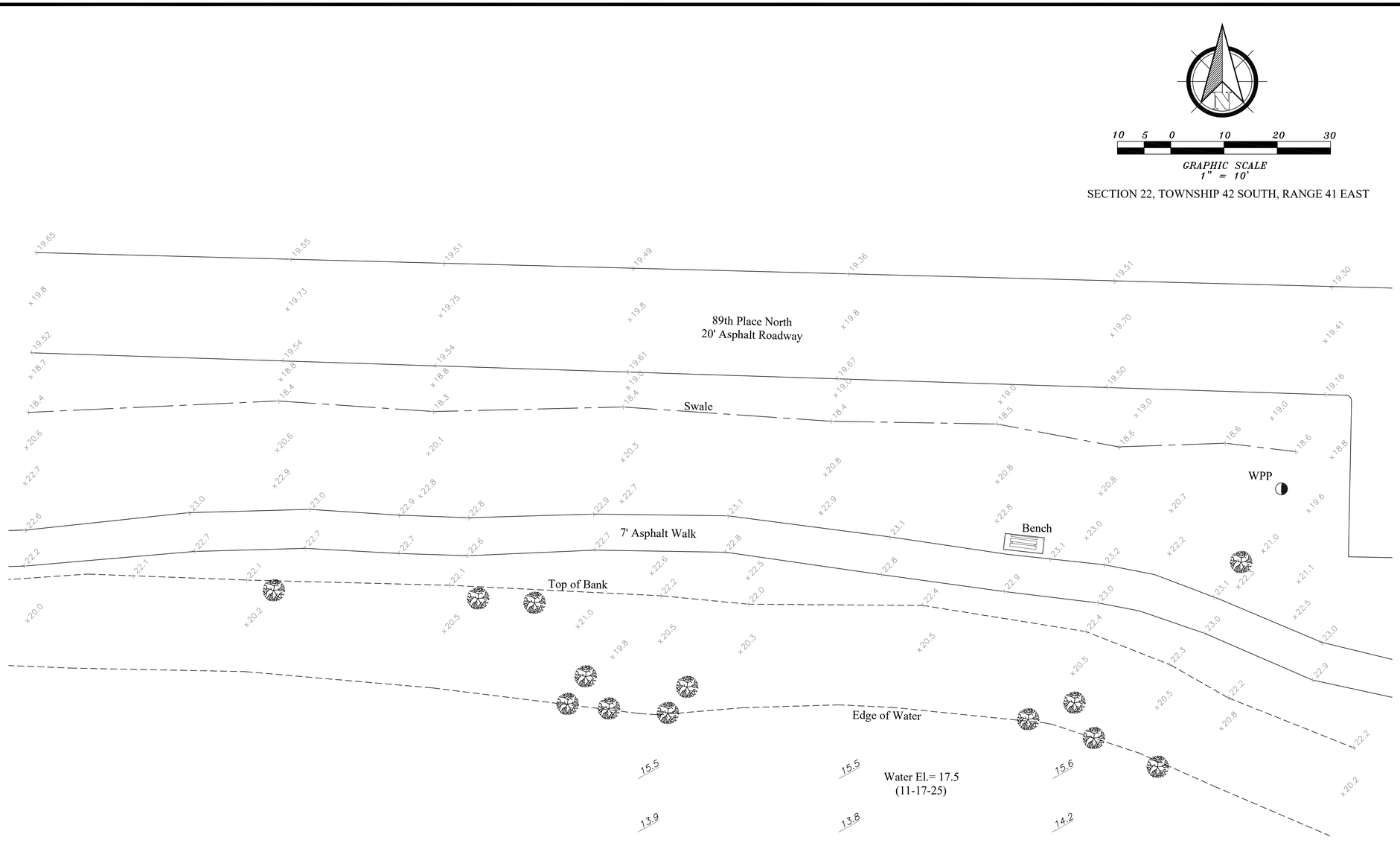
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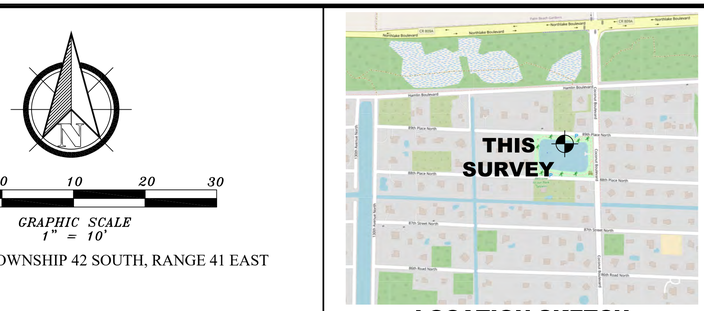
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DATE	11/20/2025
DRAWN	PL
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	DR

SHEET NO. 3 / 3

JOB NO. 91084–P12





LOCATION SKETCH NTS

10 5 0 10 20 30

GRAPHIC SCALE
1" = 10'

SECTION 22, TOWNSHIP 42 SOUTH, RANGE 41 EAST

LEGEND:

TREE — WOOD POWER POLE (WPP)

3.6 SOUNDING ELEVATION — x 19.41 GROUND ELEVATION

SURVEYOR'S NOTES:

THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW THE EXISTING HORIZONTAL AND VERTICAL CONDITIONS OF THE LAND SHOWN HEREON, AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

THIS IS NOT A BOUNDARY SURVEY.

ACCURACY STATEMENT: A FIELD SURVEY WAS PERFORMED IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES. THE ACCURACY OF CONTROL DATA WAS VERIFIED BY REDUNDANT MEASUREMENTS AND EXCEEDS COMMERCIAL/HIGH RISK: LINEAR: 1 FOOT IN 10,000 FEET.

BENCHMARK REFERENCE: ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATION AS COLLECTED THROUGH THE FLORIDA PERMANENT REFERENCE NETWORK AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT.

THERE MAY BE ADDITIONAL MATTERS OF RECORD THAT AFFECT THE PROPERTY SHOWN HEREON WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALL RECORDS SHOWN HEREON ARE REFERENCED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

DATE OF FIELD SURVEY: 11/11/2025

LEGAL DESCRIPTION:

A portion of the North 478 feet of the South 4930 feet of the West 627 feet of the East 3315 feet of Section 22, Township 42 South, Range 41 East, Palm Beach County, Florida.

Dennis Gabriele

Digitally signed by Dennis Gabriele
Date: 2025.11.19 13:48:53 -05'00'

No.	DESCRIPTION	BY	DATE

REVISIONS

COCONUT PARK PIER
SPECIFIC PURPOSE SURVEY

PROJECT ADDRESS:
12594 88TH Place N
West Palm Beach, Florida 33412

DJG Surveying and Mapping, Inc.
16889 W Edinburgh Dr - Loxahatchee, FL 33470
PHONE: 954-677-7244 - EMAIL: admin@djgsurvey.com
www.djgsurvey.com
LB# 7682

JOB NO.	25-1102
DRAWN BY:	MRK
CHECKED BY:	DJG
SCALE:	1" = 10'

Not valid without an authenticated electronic signature and electronic seal, or the original signature and seal of a Florida licensed Surveyor and Mapper

11/19/2025
DENNIS J. GABRIELE
Professional Surveyor and Mapper
NO. LS 5709
State of Florida

SHEET NO.:
1 of 1

00STRUCTURAL NOTES

- ELECTRONIC VERSIONS OF STRUCTURAL DRAWINGS ARE THE SOLE, COPYRIGHTED PROPERTY OF MUENGINEERS, INC.
- ELECTRONIC VERSIONS OF DRAWINGS ARE NOT TO BE USED OR TRANSFERRED WITHOUT THE EXPRESS, WRITTEN PERMISSION OF MUENGINEERS, INC.

010000-GENERAL:

1. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS.
2. CONSULT THESE DRAWINGS FOR DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.
3. DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
4. DO NOT SCALE DRAWINGS TO OBTAIN DIMENSIONAL INFORMATION.
5. NOTES, TYPICAL DETAILS AND SCHEDULES APPLY TO ALL STRUCTURAL WORK UNLESS OTHERWISE NOTED. FOR CONDITIONS NOT SPECIFICALLY SHOWN, PROVIDE DETAILS OF A SIMILAR NATURE. VERIFY APPLICABILITY BY SUBMITTING SHOP DRAWINGS FOR REVIEW.
6. AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONDITIONS OF THE JOBSITE INCLUDING SAFETY OF PERSONS AND PROPERTY. MUENGINEERS' PRESENCE OR REVIEW OF WORK DOES NOT INCLUDE THE ADEQUACY OF THE CONTRACTORS' MEANS OR METHODS OF CONSTRUCTION.
7. SHORING, BRACING AND PROTECTION OF EXISTING AND ADJACENT STRUCTURES DURING CONSTRUCTION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. PROTECT AND MAINTAIN THE INTEGRITY OF ADJACENT STREETS, BUILDINGS AND ALL OTHER STRUCTURES.
8. THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE STRUCTURE IS COMPLETE.
9. THE CONTRACTOR IS SOLELY RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIEDOWNS.
10. CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
11. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY SAFETY RELATED PRECAUTIONS OR PROGRAMS.
12. THE WORK INDICATED ON THESE PLANS REQUIRES A BUILDING PERMIT. THE CONTRACTOR MUST OBTAIN ALL REQUIRED BUILDING PERMITS PRIOR TO COMMENCEMENT OF ANY WORK INDICATED ON THESE PLANS.
13. THE CONTRACTOR MUST FURNISH ALL LABOR, MATERIALS, SERVICES AND EQUIPMENT NECESSARY TO COMPLETE ALL WORK INDICATED ON THESE PLANS AND SPECIFIED HEREIN.

010001-DESIGN LOADS:

1. THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE **2023** FLORIDA BUILDING CODE, AND APPLICABLE REFERENCE STANDARDS SUCH AS BUT NOT LIMITED TO **ASCE 7-22**
2. ALL VERTICAL ELEMENTS LOCATED ALONG ACCESSIBLE FLOOR AREAS AND SEPARATING SLABS PLACED AT DIFFERENT ELEVATIONS WHEN POSITIONED WITHIN 3'-6" FROM FINISHED FLOOR ELEVATION SHALL, IN ADDITION TO ALL OTHER APPLICABLE LOADS BE DESIGNED AS A GUARDRAIL (FOLLOWING GUIDELINES OF THE FLORIDA BUILDING CODE): THIS INCLUDES WINDOWS, LOUVERS, CURTAIN WALLS, STOREFRONTS, ETC.
3. THE FOLLOWING SUPERIMPOSED LOADINGS HAVE BEEN UTILIZED:
4. **EXETERIOR DECK**
   - LIVE LOAD **100PSF**
   - CORPS OF ENGINEERS DESIGN CATEGORY **3** LOADING CONDITIONS
5. **WIND:**
   - ASCE 7-22
   - PALM BEACH COUNTY: RISK CATEGORY **II**
   - ULTIMATE DESIGN WIND SPEED Vult= **170 MPH** (3-SECOND GUST)
   - NOMINAL DESIGN WIND SPEED Vasd= **132 MPH** (3-SECOND GUST)
   - EXPOSURE **C**

010002-SPECIAL INSPECTIONS:

1. THIS BUILDING IS CLASSIFIED AS A "THRESHOLD BUILDING".
2. SPECIAL INSPECTION OF THE CONSTRUCTION IS REQUIRED BY THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 553 OF THE FLORIDA STATUTES.
3. CONSTRUCTION SHALL BE INSPECTED IN ACCORDANCE WITH THE SPECIAL INSPECTION PLAN.

010003-REPORTS OF TESTING AND INSPECTION:

1. TESTING REPORTS FOR STRUCTURAL ITEMS AS REQUIRED WITHIN THESE DOCUMENTS AND/OR WITHIN THE SPECIFICATIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD IN A TIMELY MANNER IN ELECTRONIC FORMAT.
2. REPORTS OF INSPECTION SHALL BE SUBMITTED TO ENGINEER OF RECORD ON A WEEKLY BASIS AND REPORTS CONTAINING INFORMATION ON NONCONFORMING INSTALLATIONS SHALL BE COPIED TO THE ENGINEER OF RECORD IMMEDIATELY.

010004-SHOP DRAWING REVIEW:

1. SHOP DRAWINGS SHALL BE SUBMITTED IN ELECTRONIC PDF FORMAT ONLY.
2. PRINTED PAPER COPIES WILL NOT BE REVIEWED AND RETURNED WITHOUT MUENGINEERS' REVIEW.
3. SHOP DRAWING SUBMITTALS ARE REQUIRED FOR ALL FRAMING SHOWN ON THESE DRAWINGS INCLUDING, BUT NOT LIMITED TO: CONCRETE MIXES, CONCRETE AND MASONRY REINFORCING, STRUCTURAL STEEL AND CONNECTIONS, STEEL DECK, LIGHT GAUGE FRAMING, WOOD ROOF TRUSS FRAMING.
4. ELECTRONIC VERSIONS OF STRUCTURAL DRAWINGS ARE THE SOLE, COPYRIGHTED PROPERTY OF MUENGINEERS, INC. ELECTRONIC VERSIONS OF DRAWINGS ARE NOT TO BE USED OR TRANSFERRED WITHOUT THE EXPRESS, WRITTEN PERMISSION OF MUENGINEERS, INC. USERS WILL SIGN A RELEASE.
5. SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, CONSTRUCTION METHODS, DIMENSIONING, OTHER TRADE REQUIREMENTS ETC. PRIOR TO SUBMITTAL TO THE ARCHITECT/ENGINEER.
7. DRAWINGS WITHOUT CONTRACTOR'S APPROVAL STAMP AND WHICH HAVE NOT BEEN REVIEWED BY THE CONTRACTOR WILL BE RETURNED WITHOUT MUENGINEERS' REVIEW.
8. MUENGINEERS RESERVES A TWO-WEEK SHOP DRAWING REVIEW TIME (FROM THE DATE OF RECEIPT).
9. IN CASES OF A CONFLICT, INFORMATION PRESENTED ON STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THAT WITHIN SHOP DRAWINGS, UNLESS SPECIFICALLY NOTED BY MUENGINEERS IN WRITING.
10. THROUGH THE PROCESS OF A CURSORY REVIEW, MUENGINEERS ASSUMES NO RESPONSIBILITY FOR DIMENSIONS, QUANTITIES, ERRORS OR OMISSIONS. ANY ERRORS OR OMISSIONS IRRESPECTIVE OF MUENGINEERS' COMMENTS OR DURATION OF THE REVIEW SHALL BE THE RESPONSIBILITY OF AND MUST BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL SERVICE CHARGE EVEN IF SUCH WORK WAS DONE IN ACCORDANCE WITH THE SHOP DRAWINGS
11. CHANGES AND ADDITIONS MADE ON RE-SUBMITTALS SHALL BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS SHALL BE CLEARLY NOTED ON THE LETTER OF TRANSMITTAL. REVIEW WILL BE LIMITED TO THE FLAGGED AND NOTED ITEMS CAUSING THE RE-SUBMITTAL.

010005-SHOP DRAWINGS FOR SPECIALTY ENGINEERED PRODUCTS:

1. SHOP DRAWINGS SHALL BE SUBMITTED IN ELECTRONIC PDF FORMAT ONLY.
2. PRINTED PAPER COPIES WILL NOT BE REVIEWED AND RETURNED WITHOUT MUENGINEERS' REVIEW.
3. THE FOLLOWING SYSTEMS AND COMPONENTS AS A MINIMUM REQUIRE FABRICATION AND ERECTION DRAWINGS PREPARED BY A DELEGATED ENGINEER RETAINED BY THE CONTRACTOR PROVIDING THE ELEMENTS AND / OR INSTALLATION OF SUCH
   - PREFABRICATED BUILDING SYSTEMS OF ANY MATERIAL SUCH AS STEEL, ALUMINUM, LIGHT GAUGE FRAMING, WOOD, ETC.
   - RAILINGS
   - FLOATING DOCKS
   - ANY OTHER COMPONENTS INDICATED ON THE DRAWINGS AS EITHER "NOT DESIGNED BY MUENGINEERS" OR "DESIGNED BY OTHER"
4. DELEGATED ENGINEER SHALL POSSESS CURRENT PROFESSIONAL LICENSURE IN THE LOCALITY OF THE PROJECT AND SHALL MAINTAIN MINIMUM LIABILITY INSURANCE COVERAGE OF $1,000,000.
5. SUBMITTALS SHALL CLEARLY IDENTIFY THE SPECIFIC PROJECT AND APPLICABLE CODES, LIST THE DESIGN CRITERIA, AND SHOW ALL DETAILS AND PLANS NECESSARY FOR PROPER FABRICATION AND INSTALLATION.
6. CALCULATIONS AND SHOP DRAWINGS SHALL IDENTIFY SPECIFIC PRODUCT UTILIZED.
7. GENERIC PRODUCTS WILL NOT BE ACCEPTED.
8. SHOP DRAWINGS AND CALCULATIONS SHALL BE PREPARED UNDER THE DIRECT SUPERVISION AND CONTROL OF THE DELEGATED ENGINEER.
9. SHOP DRAWINGS AND CALCULATIONS REQUIRE THE SEAL, DATE AND SIGNATURE OF THE DELEGATED ENGINEER.
10. DRAWINGS PREPARED SOLELY TO SERVE AS A GUIDE FOR FABRICATION AND INSTALLATION (SUCH AS REINFORCING STEEL SHOP DRAWINGS OR STRUCTURAL STEEL ERECTION DRAWINGS) AND REQUIRING NO ENGINEERING DO NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER.

010005-SHOP DRAWINGS FOR SPECIALTY ENGINEERED PRODUCTS (CONT):

11. CATALOG INFORMATION ON STANDARD PRODUCTS DOES NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER.
    - REVIEW OF SUBMITTALS BY MUENGINEERS IS LIMITED TO VERIFYING THE FOLLOWING:
      - THAT THE SPECIFIED STRUCTURAL SUBMITTALS HAVE BEEN FURNISHED.
      - THAT THE STRUCTURAL SUBMITTALS HAVE BEEN SIGNED AND SEALED BY THE DELEGATED ENGINEER.
      - THAT THE DELEGATED ENGINEER HAS UNDERSTOOD THE DESIGN INTENT AND HAS USED THE SPECIFIED STRUCTURAL CRITERIA. (NO DETAILED CHECK OF CALCULATIONS WILL BE MADE).
      - THAT THE CONFIGURATION SET FORTH IN THE STRUCTURAL SUBMITTALS IS CONSISTENT WITH THE CONTRACT DOCUMENTS. (NO DETAILED CHECK OF DIMENSIONS OR QUANTITIES WILL BE MADE).
      - SUBMITTALS NOT MEETING THE ABOVE CRITERIA WILL NOT BE REVIEWED.

012300-CONTRACTOR PROPOSED CHANGES AND SUBSTITUTIONS:

1. PROPOSED CHANGES OR SUBSTITUTIONS TO STRUCTURAL DETAILS OR PLANS SHALL BE SUBMITTED TO MUENGINEERS FOR REVIEW AND APPROVAL.
2. SUBMITTALS SHALL CONTAIN FULL DOCUMENTATION OF CHANGES OR SUBSTITUTIONS WITH SUPPORTING, SEALED CALCULATIONS (WHERE APPLICABLE).
3. THE REVIEW OF CHANGES AND SUBSTITUTIONS, RE-ANALYSIS AND/OR RE-DRAFTING TO INCORPORATE CHANGES OR SUBSTITUTIONS INTO CONTRACT DOCUMENTS ARE ADDITIONAL SERVICES FOR THE EOR.
4. CONSTRUCTION COST REVISIONS ARE BETWEEN THE CONTRACTOR AND OWNER AND ARE NOT REVIEWED BY MUENGINEERS.

310000-FOUNDATIONS:

1. FOUNDATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE FOLLOWING GEOTECHNICAL REPORT.
   - REPORT NO.: **25-778**
   - PREPARED BY: **THOMAS GEOTECHNICAL SERVICES**
   - TITLED: **PROPOSED NEW PIER-COCONUT PARK**
   - DATED: **OCTOBER 27, 2025**
   - THIS REPORT SHALL BE CONSIDERED PART OF THE CONTRACT DOCUMENTS.
   - SEE THIS REPORT FOR COMPLETE GEOTECHNICAL RECOMMENDATIONS AND INSTALLATION PROCEDURES.
   - ALL SITE PREPARATION, EXCAVATION WORK AND BACK FILL WORK IS TO BE PERFORMED IN STRICT ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND THE SUBSURFACE INVESTIGATION.
2. PROVIDE DOWELS IN FOUNDATIONS FOR ALL WALLS, COLUMNS, AND SHEAR WALLS OF SAME NUMBER, SIZE AND LAYOUT AS THE VERTICAL REINFORCEMENT ABOVE, U.N.O.
3. SLABS ON GROUND SHALL BE PLACED ON SELECT GRANULAR FILL COMPACTED TO 95 PERCENT MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1557)
4. NO BACKFILL SHALL BE PLACED AGAINST FOUNDATION WALLS UNLESS SUPPORTING SLABS ARE IN PLACE AND SET OR THE WALLS ARE ADEQUATELY BRACED.
5. DEWATERING OF THE SITE DURING CONSTRUCTION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. PRECAUTIONS SHALL BE TAKEN BY THE CONTRACTOR NOT TO UNDERMINE EXISTING FOUNDATIONS. METHOD OF DEWATERING AND CALCULATIONS FOR THE APPROPRIATE SYSTEM ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

316219-ROUND TIMBER PILES:

1. PILES SHALL COMPLY WITH ASTM D25 AND BE TREATED (AWPB STD-MLP P5-72) SOUTHERN PINE WITH A MINIMUM BUTT DIAMETER OF **10** INCHES.
2. PILES SHALL BE DRIVEN A MINIMUM OF **15** FEET INTO BEARING STRATA AND ACHIEVE A MINIMUM SAFE BEARING CAPACITY OF **5** TONS AS COMPUTED BY AN APPROPRIATE DRIVING FORMULA.
3. PILE DRIVING OPERATIONS SHALL BE PERFORMED UNDER THE SUPERVISION OF A FLORIDA REGISTERED PROFESSIONAL ENGINEER.
4. LOCATION OF PILES:
   - AN AS-BUILT SURVEY OF PILE LOCATIONS SHALL BE PERFORMED BY A FLORIDA REGISTERED LAND SURVEYOR.
   - PILES SHALL BE LOCATED ON THE AS-BUILT DRAWINGS HORIZONTALLY AND VERTICALLY FROM THE DESIGN LOCATION.
   - SUBMIT THE AS-BUILT DRAWINGS TO THE STRUCTURAL ENGINEER FOR APPROVAL.
   - CONTRACTOR IS RESPONSIBLE FOR ENGINEERING COSTS ASSOCIATED WITH REDESIGNS CAUSED BY IMPROPER PILE LOCATIONS.

030001-CONCRETE

1. CONCRETE
   - SHALL BE PER AN APPROVED MIX DESIGN AS INDICATED IN THE CONCRETE SCHEDULE.
   - WATER/CEMENT RATIO FOR CONCRETE OF EXTERIOR COLUMNS, BEAMS AND SLABS SHALL NOT EXCEED 0.40 BY WEIGHT.
   - CONCRETE MIXES FOR ALL BELOW GRADE CONCRETE ENCLOSURES SUCH AS ELEVATOR PIT FOUNDATIONS AND WALLS, BASEMENT RETAINING WALLS AND FOUNDATIONS SHALL HAVE PENETRON ADMIXTURE OR A BY THE ENGINEER OF RECORD APPROVED ALTERNATE ADMIXTURE INCLUDED IN THE MIX DESIGN
   - THE GC SHALL PROVIDE A SHOP DRAWINGS / SUBMITTALS AND FOLLOW ALL ADMIXTURE MANUFACTURERS' REQUIREMENTS FOR MIXING, INSTALLATION AND TESTING. INCLUDING COORDINATING THE REQUIRED TEST CYLINDERS.
   - THE CONCRETE TEMPERATURE AT DISCHARGE MUST NOT EXCEED 95°F. THE CONCRETE TEMPERATURE MUST BE VERIFIED IN ACCORDANCE WITH ASTM CI 064/CI 064M. FREQUENCY OF TEMPERATURE VERIFICATIONS MUST BE IN ACCORDANCE WITH ASTM C94/C94M.
   - CONCRETE SHALL BE PLACED AND CURED ACCORDING TO ACI STANDARDS AND SPECIFICATIONS.
   - SUBMIT PROPOSED MIX DESIGN WITH RECENT FIELD CYLINDER OR LAB TESTS FOR REVIEW PRIOR TO USE.
   - MIX SHALL BE UNIQUELY IDENTIFIED BY MIX NUMBER OR OTHER POSITIVE IDENTIFICATION.
   - MIX SHALL MEET THE REQUIREMENTS OF ASTM C33 FOR COARSE AGGREGATE.
   - CONCRETE SHALL COMPLY WITH THE REQUIREMENTS OF ASTM STANDARD C94 FOR MEASURING, MIXING, TRANSPORTING, ETC.
   - MIX DESIGNS FOR ALL BELOW GRADE CONCRETE ENCLOSURES SUCH AS ELEVATOR PIT FOUNDATIONS AND WALLS, BASEMENT RETAINING WALLS AND FOUNDATIONS SLABS MUST HIGHLIGHT THE INCLUSION OF PENETRON ONE ADMIXTURE.
   - CONCRETE TICKETS SHALL BE TIME STAMPED WHEN CONCRETE IS BATCHED.
   - THE MAXIMUM TIME ALLOWED FROM THE TIME THE MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1-1/2) HOURS.
   - IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL BE DISCARDED.
   - IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR OF ANY NONCOMPLIANCE WITH THE ABOVE.
   - SLABS SHALL BE CURED USING A DISSIPATING CURING COMPOUND MEETING ASTM STANDARD C309 TYPE 1-D AND SHALL HAVE A FUGITIVE DYE. THE COMPOUND SHALL BE PLACED AS SOON AS THE FINISHING IS COMPLETED OR AS SOON AS THE WATER HAS LEFT THE UNFINISHED CONCRETE. SCUFFED OR BROKEN AREAS IN THE CURING MEMBRANE SHALL BE RECOATED DAILY. CALCIUM CHLORIDES SHALL NOT BE UTILIZED; OTHER ADMIXTURES MAY BE USED ONLY WITH THE APPROVAL OF THE ENGINEER.
   - CONCRETE MIX DESIGNS SHALL INCLUDE A WRITTEN DESCRIPTION INDICATING WHERE EACH PARTICULAR MIX IS TO BE PLACED WITHIN THE STRUCTURE.
   - IF ACCEPTED, PEA ROCK PUMP MIX USE IS LIMITED TO VERTICAL ELEMENT POURS AND BEAM POURS LESS THAN 60 LINEAL FEET PER POUR.
   - CONCRETE DESIGN MIX SUBMITTALS SHALL INCLUDE TESTED, STATISTICAL BACK-UP DATA AS PER CHAPTER 5 OF ACI 318.
2. REINFORCING STEEL:
   - SHALL BE ASTM A615 GRADE 60 DEFORMED BARS, FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL BENDING DIAGRAM AND PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS.
   - SECURE APPROVAL OF SHOP DRAWINGS PRIOR TO COMMENCING FABRICATION.
3. CHEMICAL (ADHESIVE) ANCHORS:
   - A TESTING AGENCY CERTIFIED BY ACI / CRSI ADHESIVE ANCHOR INSTALLER PROGRAM ARE REQUIRED TO PROVIDE CONTINUOUS INSPECTION OF INSTALLATION OF ANCHORAGE SYSTEMS IN A HORIZONTAL OR UPWARDLY INCLUDED ORIENTATION AND WHERE SUPPORTING SUSTAINED TENSION LOADS.
   - TEST PER ACI 318 WHEN ANCHORAGE SYSTEM IS TO BE UTILIZED IN CONCRETE WITH DESIGNATED 28-DAY COMPRESSIVE STRENGTH EXCEEDING 8,000 PSI.
   - PERSONNEL CERTIFIED BY CSI / CRSI ADHESIVE ANCHOR INSTALLER PROGRAM ARE REQUIRED TO PERFORM INSTALLATION OF ANCHORAGE SYSTEM IN A HORIZONTAL OR UPWARD INCLINED ORIENTATION AND WHERE SUPPORTING SUSTAINED TENSION LOADS.
   - PROVIDE ADEQUATE WARNING TO THE TESTING AGENCY TO ALLOW FOR PROOF TESTING OF ANCHORAGE SYSTEMS AS REQUIRED BY THE CONTRACT DOCUMENTS AND OR MANUFACTURER'S SPECIFICATIONS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COSTS ASSOCIATED WITH ANY ADDITIONAL TESTING REQUIRED AS A RESULT OF THE ANCHORAGE SYSTEM FAILING PROOF LOAD APPLICATION.

030001-CONCRETE (CONT):

1. POST-INSTALLED ANCHORS:
   - POST-INSTALLED ANCHORS SHALL ONLY BE USED WHERE SPECIFIED ON THE DRAWINGS.
   - CONTRACTOR SHALL OBTAIN APPROVAL FROM ENGINEER OF RECORD PRIOR TO USING POST-INSTALLED ANCHORS FOR MISSING OR MISPLACED CAST-IN-PLACE ANCHORS.
   - CARE SHALL BE GIVEN TO AVOID CONFLICTS WITH EXISTING REBAR AND POST TENSIONING STRANDS WHEN DRILLING HOLES. HOLES SHALL BE DRILLED AND CLEANED PER THE MANUFACTURER'S INSTRUCTIONS.
   - UNLESS SPECIFIED OTHERWISE, ANCHORS SHALL BE EMBEDDED IN THE APPROPRIATE SUBSTRATE WITH A MINIMUM EMBEDMENT OF 8 TIMES THE NOMINAL ANCHOR DIAMETER OR THE EMBEDMENT REQUIRED TO SUPPORT THE INTENDED LOAD.
   - ANCHORS SHALL BE INSTALLED PER THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AT NOT LESS THAN MINIMUM EDGE DISTANCE AND/OR SPACINGS INDICATED IN THE MANUFACTURER'S LITERATURE.
   - SUBSTITUTION REQUESTS, FOR PRODUCTS OTHER THAN THOSE LISTED BELOW, SHALL BE SUBMITTED TO THE ENGINEER WITH CALCULATIONS THAT ARE PREPARED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER SHOWING THAT THE SUBSTITUTED PRODUCT WILL ACHIEVE AN EQUIVALENT CAPACITY USING THE APPROPRIATE DESIGN PROCEDURE REQUIRED BY THE BUILDING CODE.
   - ACCEPTABLE PRODUCTS ARE:
     - EXPANSION ANCHORS FOR NON-CRACKED CONCRETE ONLY:
       - WEDGE-ALL (WA), BY SIMPSON STRONG-TIE
       - KWIK BOLT 3, BY HILTI
     - CRACKED CONCRETE MECHANICAL ANCHORS:
       - STRONG-BOLT (STB), BY SIMPSON STRONG-TIE
       - KWIK BOLT (TZ), BY HILTI
     - SCREW ANCHORS:
       - TITEN HD (THD), BY SIMPSON STRONG-TIE
       - HUS-H, BY HILTI
     - ADHESIVE ANCHORS FOR ANCHORING INTO SOLID BASE MATERIAL
       - ACRYLIC-TIE (AT)
       - SET EPOXY-TIE (SET) WITH RETROFIT BOLTS (RFB), BY SIMPSON STRONG-TIE
       - HIT RE 500, BY HILTI
     - ADHESIVE ANCHORS FOR ANCHORING INTO HOLLOW BASE MATERIAL
       - CONTACT ENGINEER OF RECORD
2. REINFORCING STEEL:
   - SHALL BE ASTM A615 GRADE 60 DEFORMED BARS, FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL BENDING DIAGRAM AND PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS.
   - SECURE APPROVAL OF SHOP DRAWINGS PRIOR TO COMMENCING FABRICATION.

055213-RAILING:

1. THE CONFIGURATION OF THE RAILING SYSTEM SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.
2. RAILING SYSTEM AND CONNECTIONS SHALL BE DESIGNED FOR APPLICABLE LOADS AS INDICATED ON THE PLANS AND IN THE LATEST EDITION OF THE FLORIDA BUILDING CODE.
3. THE LOADS SHALL BE CLEARLY INDICATED ON SHOP DRAWINGS.
4. SHOP DRAWINGS SHALL SHOW AND SPECIFY CONNECTIONS UTILIZED WITHIN THE RAILING SYSTEM AS WELL AS CONNECTIONS TO AND LOADS IMPOSED UPON THE STRUCTURAL SYSTEM SHOWN ON THESE PLANS.
5. ENGINEERED RAILING SYSTEM AND CONNECTION OF SAME TO THIS STRUCTURE SHALL BE DESIGNED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA.
6. SUBMIT SHOP DRAWINGS BEARING THE SEAL AND THE SIGNATURE OF THE ENGINEER FOR REVIEW PRIOR TO FABRICATION.

061000-WOOD:

1. STRUCTURAL WOOD COMPONENTS (BEAMS, JOISTS, RAFTERS, ETC.) SHALL HAVE THE FOLLOWING MINIMUM ALLOWABLE FIBER STRESSES OF NO. 1 SOUTHERN PINE CONFORMING TO THE LATEST EDITION OF NDS, AS FOLLOWS:
   - SHEAR Fv 175 psi
   - BENDING 2X12 Fb 1,000 psi
2. WOOD IN CONTACT WITH CONCRETE OR MASONRY MUST MEET USE CATEGORY 2 (UC2) AND BE PRESSURE TREATED IN ACCORDANCE WITH THE AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)
3. EXTERIOR WOOD INSTALLED ABOVE GROUND AND NOT EXPOSED TO PROLONGED WETTING MUST MEET USE CATEGORY 3A (UC3A) AND BE PRESSURE TREATED IN ACCORDANCE WITH THE AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)
4. EXTERIOR WOOD INSTALLED ABOVE GROUND AND EXPOSED TO PROLONGED WETTING E.G. RAIN MUST MEET USE CATEGORY 3B (UC3B) AND BE PRESSURE TREATED IN ACCORDANCE WITH THE AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)
5. WOOD IN CONTACT WITH GROUND MUST MEET USE CATEGORY 4A (UC4A) AND BE PRESSURE TREATED IN ACCORDANCE WITH THE AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)
6. WOOD IN CONTACT WITH GROUND AND EXPOSED TO SALT OR BRACKISH WATER MUST MEET USE CATEGORY 5C (UC5C) AND BE PRESSURE TREATED IN ACCORDANCE WITH THE AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)
7. MEMBER SIZES SHOWN ARE NOMINAL UNLESS NOTED OTHERWISE.
8. WOOD FRAMING CONNECTORS:
   - CONNECTOR MODEL NUMBERS SHOWN ARE CONNECTORS AS MANUFACTURED BY *SIMPSON STRONG-TIE C*., 5956 W. LAS POSITAS BOULEVARD, PLEASANTON, CA 94588.
   - SUBSTITUTIONS ARE ACCEPTABLE WITH THE APPROVAL OF THE STRUCTURAL ENGINEER.
   - UNLESS SHOWN OTHERWISE, INSTALL SIZE AND NUMBER OF FASTENERS SHOWN IN LATEST SIMPSON CATALOG.
   - SEE TABLE FOR REQUIRED CONNECTOR MATERIAL AND FINISHES BASED ON APPLICATION.

061500-TIMBER DECKING:

1. DECKING SHALL BE HEAVY TIMBER TONGUE AND GROOVE DECKING OF THE SIZES INDICATED, PROVIDED IN ACCORDANCE WITH AITC 112.
2. INSTALLATION SHALL BE IN CONTROLLED RANDOM LAYUP PATTERN FASTENED IN ACCORDANCE WITH AITC 112.
3. TIMBER DECKING SHALL HAVE THE FOLLOWING MINIMUM ALLOWABLE FIBER STRESSES:
   - BENDING Fb=1,650 PSI
   - MODULUS OF ELASTICITY E=1,600,000 PSI

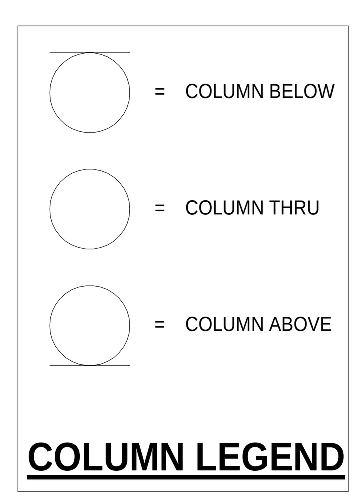
ABBREVIATIONS:

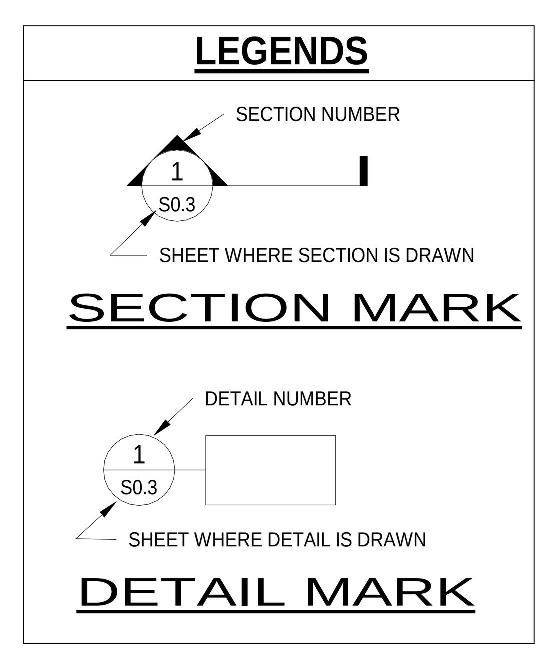
THE FOLLOWING ABBREVIATIONS MAY BE USED IN THE DRAWINGS.

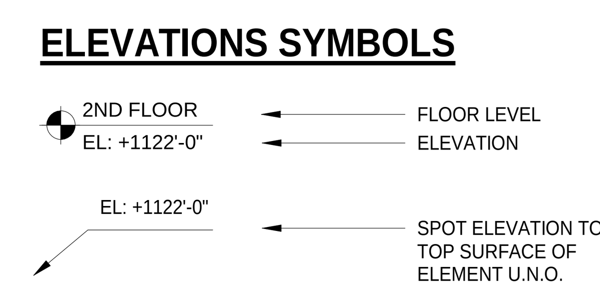
ABV.	ABOVE
ADDL	ADDITIONAL
AHR	ANCHOR
ALT	ALTERNATE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
BM	BEAM
B/	BOTTOM OF
BRG	BEARING
CC	CONCRETE COVER
C/C	CENTER TO CENTER SPACING
CIP	CAST-IN-PLACE
CL	CENTERLINE
CONC	CONCRETE
CONN	CONNECTION
CONSTR	CONSTRUCTION
CONT	CONTINUOUS
COORD	COORDINATE
D&E	DRILL AND EPOXY
DET	DETAIL
DIA	DIAMETER
DIM	DIMENSION
DWG	DRAWING
EA	EACH
EF	EACH FACE
EL	ELEVATION
EMBED	EMBEDMENT, EMBEDDED
ENGR	ENGINEER
EOR	ENGINEER OF RECORD
EQ	EQUAL
EQUIV	EQUIVALENT
ETBD	EXISTING TO BE DEMOLISHED
ETBR	EXISTING TO BE RESTORED
ETBM	EXISTING TO BE MODIFIED
ETBS	EXISTING TO BE SHORED
EXP	EXPANSION
FBC	FLORIDA BUILDING CODE
f'c= 28	DAY CONCRETE STRENGTH
FDTN	FOUNDATION
Fy=	YIELD STRENGTH
GA	GAGE
GALV	GALVANIZE(D)
GC	GENERAL CONTRACTOR
GEN	GENERAL
GR	GRADE
INFO	INFORMATION
JT	JOINT
K	KIPS (1000 LBS)
KSF	KIPS PER SQUARE FOOT
KSI	KIPS PER SQUARE INCH
LBS	POUNDS
MFR	MANUFACTURER
MISC	MISCELLANEOUS
MTL	METAL
NA	NOT APPLICABLE
NTS	NOT TO SCALE
Ø	ROUND, DIAMETER
P	AXIAL LOAD
PCF	POUNDS PER CUBIC FOOT
PCY	POUNDS PER CUBIC YARD
PLF	POUNDS PER LINEAR FOOT
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
P.T.	PRESSURE TREATED
R	REACTION
RC	REINFORCED CONCRETE
REF	REFERENCE
REINF	REINFORCEMENT
REQD	REQUIRED
REV	REVISION
SCHED	SCHEDULE(D)
SCDs	STRUCTURAL CONSTRUCTION DOCUMENTS
SDL	SUPER IMPOSED DEAD LOAD
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SPEC	SPECIFICATION
SPRT	SUPPORT
SS OR SST	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURE, STRUCTURAL
SYM	SYMMETRIC, SYMMETRICAL
SYS	SYSTEM
TBV	TO BE VERIFIED BY AND SUBMITTED TO EOR FOR REVIEW PRIOR TO COMMENCING WITH CONSTRUCTION
THD	THREADED
T/	TOP OF
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VAR	VARIES
VERT	VERTICAL
W/	WITH
W/O	WITH OUT
WBL	WOOD BLOCKING
WD	WOOD

SHEET INDEX

SHT NO.	DESCRIPTION	CURRENT REVISION	CURRENT REVISION DATE
S-0.00	STRUCTURAL NOTES		
S-0.01	ABBREVIATIONS, CONCRETE TABLE, SCHEDULES AND TYPICAL DETAILS		
S-2.00	FOUNDATION PLAN AND WOOD PILE LAYOUT		
S-2.01	EXTERIOR WOOD DECK FRAMING PLAN		
S-3.00	SECTIONS AND DETAILS		
S-3.01	SECTIONS AND DETAILS		
S-5.00	3D VIEWS		



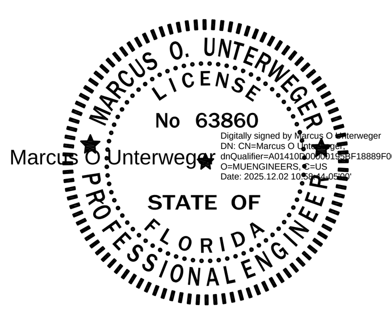




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MARCUS O. UNTERWEGER
FL P.E. #63860
12/02/2025

COCONUT PARK PIER-RENOVATIONS

ROYAL PALM BEACH, FL

DATE: 12/02/2025

No.	Description	Date

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DRAWING:
STRUCTURAL NOTES

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CONCRETE SCHEDULE

CONCRETE COMPONENT	CONCRETE								COVER		REINFORCING			ADDITIONAL NOTES / REMARKS
	MIN. CONCRETE STRENGTH (PSI)	NOMINAL MAX. AGREGATE SIZE FOR PUMP MIX [in]	MAX SLUMP FOR PUMP MIX +- 1 in [in]	NOMINAL MAX. AGREGATE SIZE FOR REGULAR MIX [in]	MAX SLUMP FOR REGULAR MIX +- 1 in [in]	MAXIMUM WATER CEMENT RATIO	MINIMUM MODULUS OF ELASTICITY (ksi)	FLY ASH (MIN 5% MAXIMUM 20%)	TOP REINFORCING AND STUDRAIL CONCRETE COVER [in]	BOTTOM, VERTICAL AND OTHER REINFORCING CONCRETE COVER [in]	TYPE OF TOP REINFORCING [REGULAR, EPOXY COATED, GALVANIZED, MMFX, ETC.]	TYPE OF STUDRAILS [REGULAR, EPOXY COATED, GALVANIZED, MMFX], ETC	TYPE OF BOTTOM, VERTICAL AND OTHER REINFORCING [REGULAR, EPOXY COATED, GALVANIZED, MMFX, ETC]	
THICKENED EDGE FOUNDATIONS ON COMPACTED FILL	3000	3/4	5	3/4	5	0.4	3100	20	2	3	GRADE 60 REGULAR	N/A	GRADE 60 REGULAR	

WOOD PILE SCHEDILE

MARK	DIAMETER	COMMENTS
WP1	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP2	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP3	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP4	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP5	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP6	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP7	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP8	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP9	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP10	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP11	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP12	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP13	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP14	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP15	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP16	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP17	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL
WP18	10"	PILE TYP. ELEVATION @ MIN. 15' BELOW GROUD LEVEL

DECK SCHEDULE

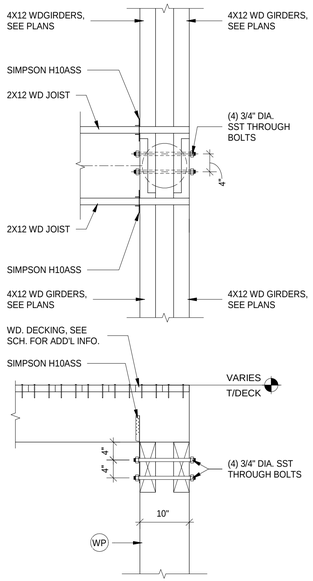
MARK	DESCRIPTION
2X6 WOOD DECK	2x6 P.T. WD. DECKING CONNECTED TO EACH 2x12 P.T WD FLOOR JOIST W/ EITHER (2) 3" LONG, 12 GAUGE, FLATHEAD, SQUARE DRIVE, 305 STAINLESS STEEL WOOD SCREWS OR (2) SST 10D RING SHANK NAILS.

WALL FOOTING SCHEDULE

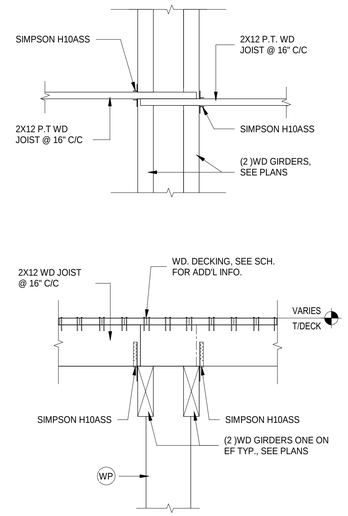
MARK	WIDTH	LENGTH	FOUNDATION THICKNESS	BOTTOM REINFORCING LW	BOTTOM REINFORCING SW	TOP REINFORCING LW	TOP REINFORCING SW	COMMENTS
CF18	1'-6"	CONT	12"	2#5	#4@36" C/C			SEE SECTION 4/S-3.00

WOOD TRUSS/MEMBER CONNECTOR SCHEDULE

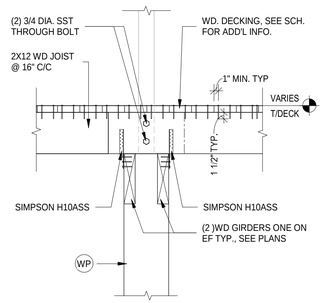
CONNECTION MARK	CONNECTION NAME	FASTENER TO JOIST	FASTENER TO BEAM OR STRUCTURE BELOW	UPLIFT CAPACITY	F1	F2	NOA or FPA
1	SIMPSON H10ASS	(9)10D NAILS X 1 1/2"	(7)10D NAILS X 1 1/2"	970 LBS	565 LBS	170 LBS	FL 10456
2	SIMPSON HGAM10KTA	(4) 1/4x1 1/2 SDS	(4) 1/4x1 3/4 Titen Turbo	810 LBS	875 LBS	1105 LBS	11473-R6
3	SIMPSON A34	(4) #9 x 1 1/2" SD SCREWS	(4) #9 x 1 1/2" SD SCREWS	240 LBS	640 LBS	495 LBS	FL10446
4	SIMPSON LUC210Z	(6) 10D x 1 -1/2"	(10) 16D x 3 -1/2"	845	NA	NA	FL10531



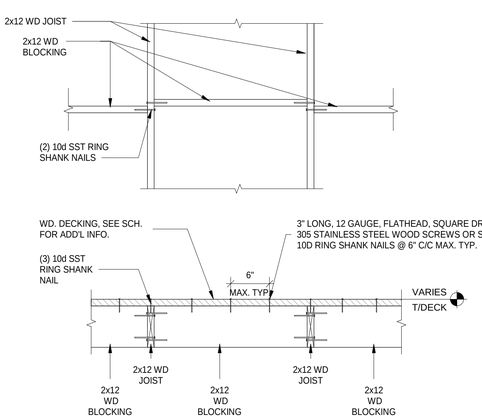
2 S-0.01 TYPICAL 4X12 GIRDER SPLICE AT PILE LOCATION DETAIL
N.T.S.



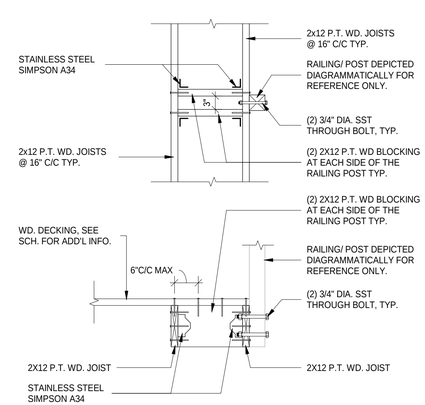
1 S-0.01 TYPICAL JOIST SPLICE ON TOP OF WD GIRDERS
N.T.S.



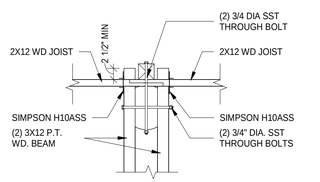
5 S-0.01 TYPICAL JOIST SPLICE ON TOP OF WD GIRDERS
N.T.S



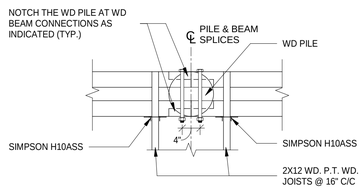
4 S-0.01 TYPICAL WOOD BLOCKING DETAIL
N.T.S.



3 S-0.01 TYPICAL RAILING POST BUCKLING BLOCKING DETAIL
N.T.S.



7 S-0.01 TYPICAL 3X12 WD. JOIST SPLICE AT EDGE
N.T.S.



6 S-0.01 TYPICAL 4x12 WD. BEAM TO TIMBER PILE
N.T.S

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Marcus O. Unterweger

STATE OF FLORIDA PROFESSIONAL ENGINEER MARCUS O. UNTERWEGER LICENSE No 63860

MARCUS O. UNTERWEGER
FL P.E. #63860
12/02/2025

COCONUT PARK PIER-RENOVATIONS

ROYAL PALM BEACH, FL

DATE: 12/02/2025

No.	Description	Date

DRAWING:

ABBREVIATIONS, CONCRETE TABLE, SCHEDULES AND TYPICAL DETAILS

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1 S-2.00 FOUNDATION PLAN AND WOOD PILE LAYOUT

3/8" = 1'-0"

PILE LAYOUT SHEET NOTES:

THE NEW LOCATION OF THE WOOD PIER WILL COORDINATED IN FIELD.
- WP INDICATES 10" Ø ROUND PRESSURE TREATED TIMBER PILES; SEE STRUCTURAL NOTES, PLANS, SECTIONS AND DETAILS FOR ADDTIONAL INFORMATION

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MARCUS O. UNTERWEGER
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PROFESSIONAL ENGINEER

Marcus O. Unterweger

MARCUS O. UNTERWEGER
FL P.E. #63860
12/02/2025

COCONUT PARK PIER-RENOVATIONS

ROYAL PALM BEACH, FL

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No.	Description	Date

DRAWING:

FOUNDATION PLAN AND WOOD PILE LAYOUT

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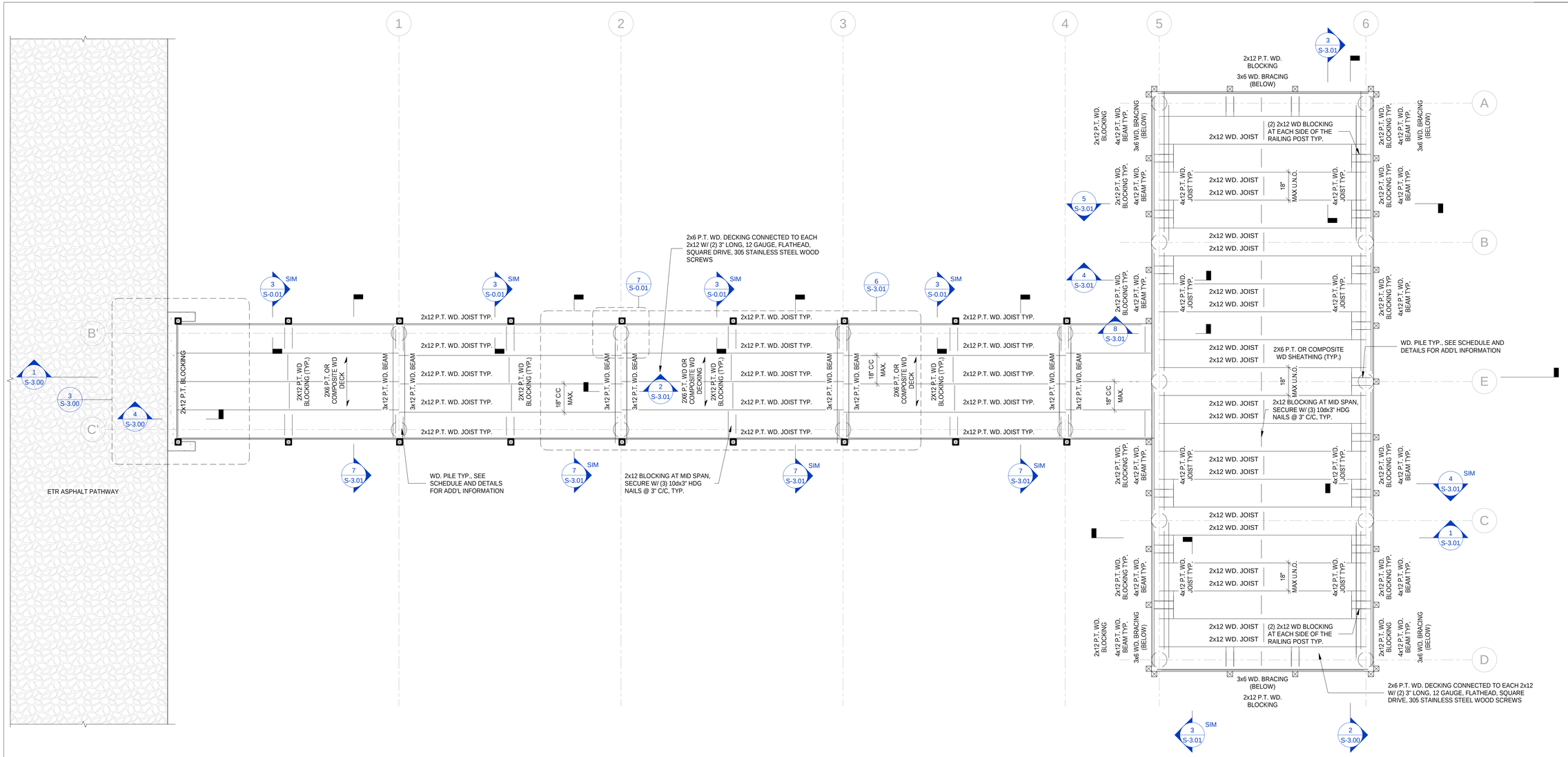
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NORTH

1 EXTERIOR WOOD DECK FRAMING PLAN
S-2.01 — 3/8" = 1'-0"

WOOD FRAMED EXTERIOR DECK:

1. SEE THE FOUNDATION AND GROUND FLOOR PLAN FOR ADDITIONAL SHEET NOTES
2. WOOD JOISTS MUST BE MIN. 2X12 PT. WD. @ 16" C/C MAX. ON CENTER, EXCEPT WHERE SHOWN OTHERWISE ON PLANS.
3. SEE SHEET NOTES ON S-0.00 FOR ADDITIONAL INFORMATION
4. CENTERLINE OF BEAMS MUST COINCIDE WITH CENTERLINE OF COLUMNS UNLESS OTHERWISE NOTED.
5. DIRECTION OF JOIST PLAN INDICATED THUS ⟵⟶ ON PLAN.
6. INSTALL ONE ROW OF CONTINUOUS BRIDGING/BLOCKING AT MID-SPAN OF FLOOR JOISTS.
7. ☒ INDIACTED 4X4 P.T. WD RAILING POST.

WOOD TRUSS/MEMBER CONNECTOR SCHEDULE

CONNECTION MARK	CONNECTION NAME	FASTENER TO JOIST	FASTENER TO BEAM OR STRUCTURE BELOW	UPLIFT CAPACITY	F1	F2	NOA or FPA
1	SIMPSON H10ASS	(9)10D NAILS X 1 1/2"	(7)10D NAILS X 1 1/2"	970 LBS	565 LBS	170 LBS	FL 10456
2	SIMPSON HGAM10KTA	(4) 1/4x1 1/2 SDS	(4) 1/4x1 3/4 Titen Turbo	810 LBS	875 LBS	1105 LBS	11473-R6
3	SIMPSON A34	(4) #9 x 1 1/2" SD SCREWS	(4) #9 x 1 1/2" SD SCREWS	240 LBS	640 LBS	495 LBS	FL10446
4	SIMPSON LUC210Z	(6) 10D x 1 -1/2"	(10) 16D x 3 -1/2"	845	NA	NA	FL10531

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FAX: 954-653-4170

Marcus O. Unterweger
MARCUS O. UNTERWEGER LICENSE No 63860 STATE OF FLORIDA PROFESSIONAL ENGINEER
MARCUS O. UNTERWEGER
FL P.E. #63860
12/02/2025

COCONUT PARK PIER-RENOVATIONS
ROYAL PALM BEACH, FL

DATE: 12/02/2025

No.	Description	Date

DRAWING:
EXTERIOR WOOD DECK FRAMING PLAN

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S-2.01

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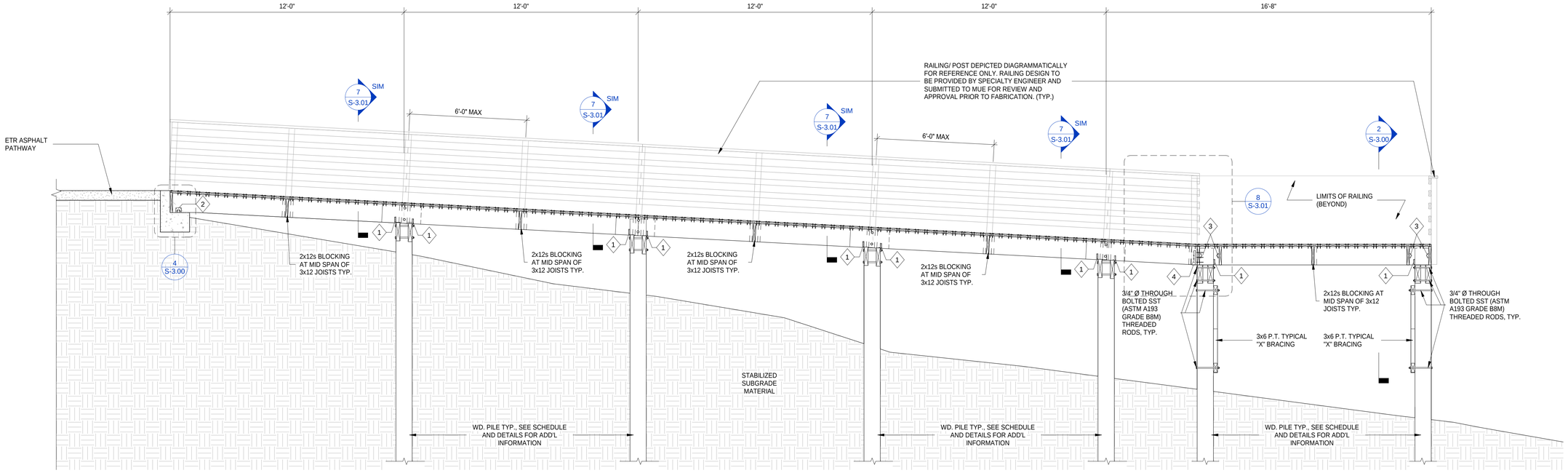
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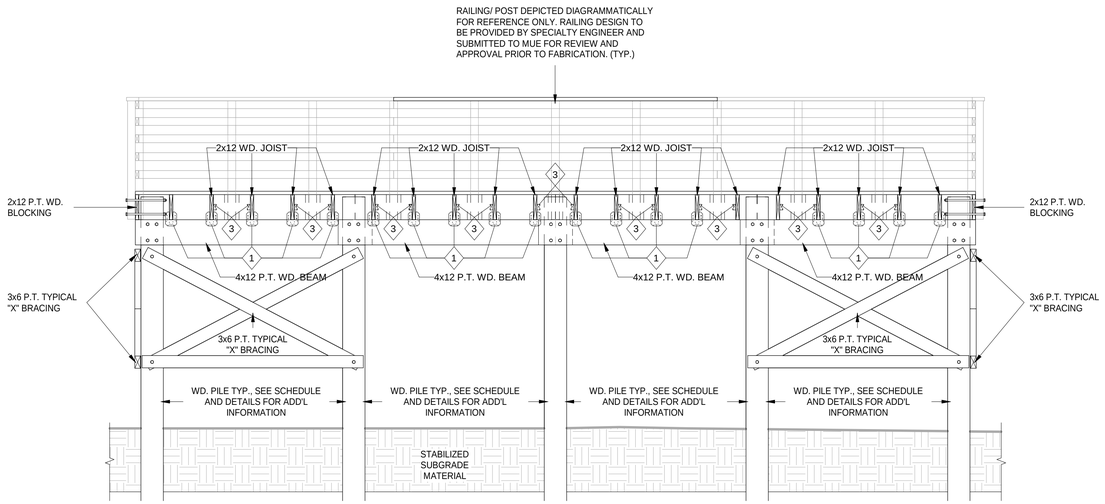
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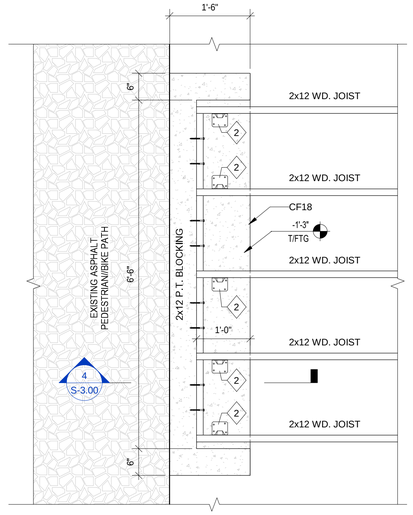
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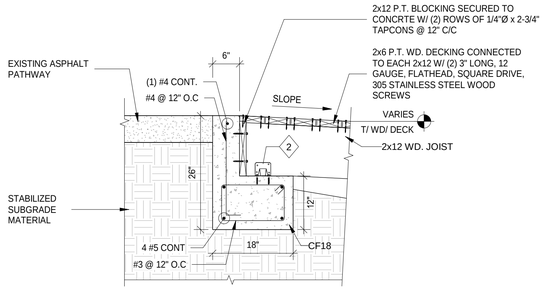
1 S-3.00 **1/S-3.00**
3/8" = 1'-0" REF: 1/ S-2.01



2 S-3.00 **2/S-3.00**
3/8" = 1'-0" REF: 1/ S-2.01



3 S-3.00 **PARTIAL FLOOR PLAN DETAIL**
3/4" = 1'-0" REF: 1/ S-2.01



4 S-3.00 **4/S-3.00**
3/4" = 1'-0" REF: 1/ S-2.01

WOOD TRUSS/MEMBER CONNECTOR SCHEDULE

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2	SIMPSON HGAM10KTA	(4) 1/4x1 1/2 SDS	(4) 1/4x1 3/4 Titen Turbo	810 LBS	875 LBS	1105 LBS	11473-R6
3	SIMPSON A34	(4) #9 x 1 1/2" SD SCREWS	(4) #9 x 1 1/2" SD SCREWS	240 LBS	640 LBS	495 LBS	FL10446
4	SIMPSON LUC210Z	(6) 10D x 1 -1/2"	(10) 16D x 3 -1/2"	845	NA	NA	FL10531

SECTION AND DETAIL NOTES
1. ALL FASTENERS, BOLTS, NUTS, WASHERS AND ANY OTHER HARDWARE MUST BE STAINLESS STEEL. HOT-DIP OR ELECTRO-GALVANIZED STEEL SUBSTITUTIONS MUST BE APPROVED BY MUENGINEERS PRIOR TO PROCUREMENT AND INSTALLATION.
2. ALL SIMPSON CONNECTOR MUST BE STAINLESS STEEL IF AVAILABLE, HOT-DIP GALVANIZED IF STAINLESS IS NOT AVAILABLE AND ZMAX COATED IF STAINLESS AND HOT-DIP GALVANIZED CONNECTORS ARE NOT AVAILABLE FOR THE SPECIFIED CONNECTORS.
3. ALL EXTERIOR STEEL SECTIONS MUST BE HOT-DIP GALVANIZED.

FOUNDATION SCHEDULE NOTES:
1. CFXX – INDICATES A CONTINUOUS FOUNDATION.
2. SEE THE GEOTECHNICAL REPORT, STRUCTURAL NOTES, TYPICAL DETAILS, SECTIONS AND DETAILS FOR ADDITIONAL INFORMATION.

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ROYAL PALM BEACH, FL

DATE: 12/02/2025

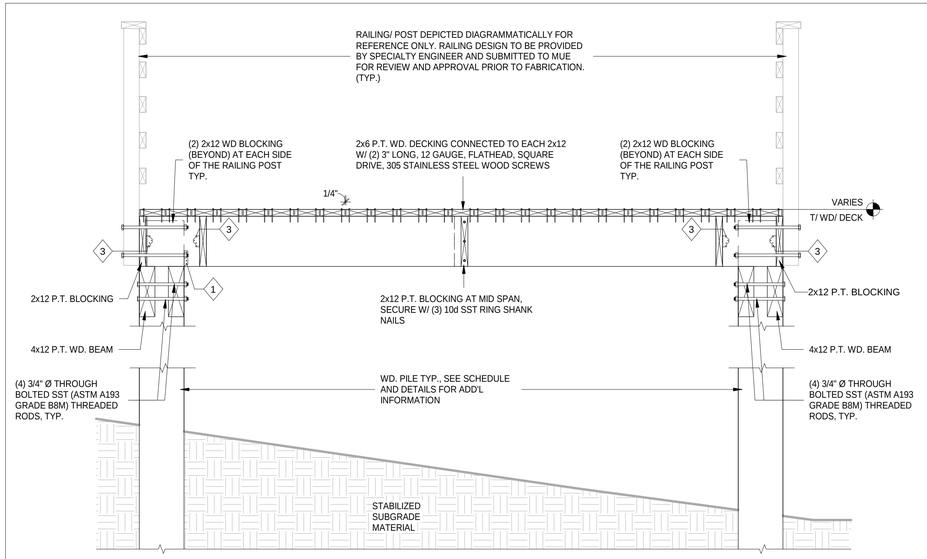
No.	Description	Date

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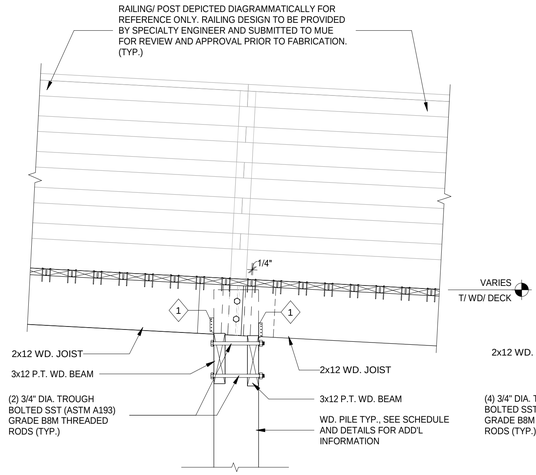
SECTIONS AND DETAILS

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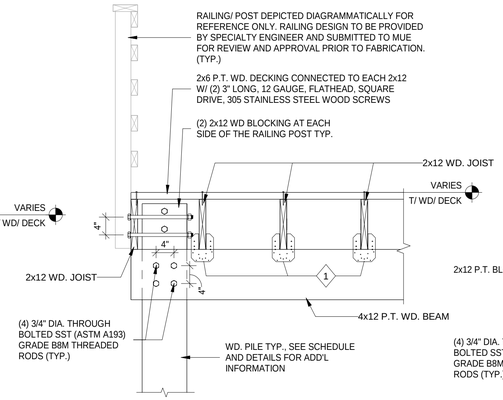
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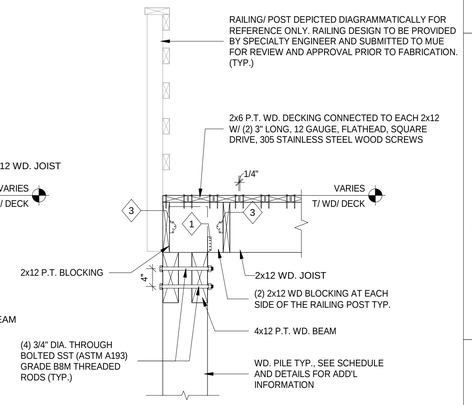
1 1/S-3.01
S-3.01 3/4" = 1'-0" REF: 1/ S-2.01



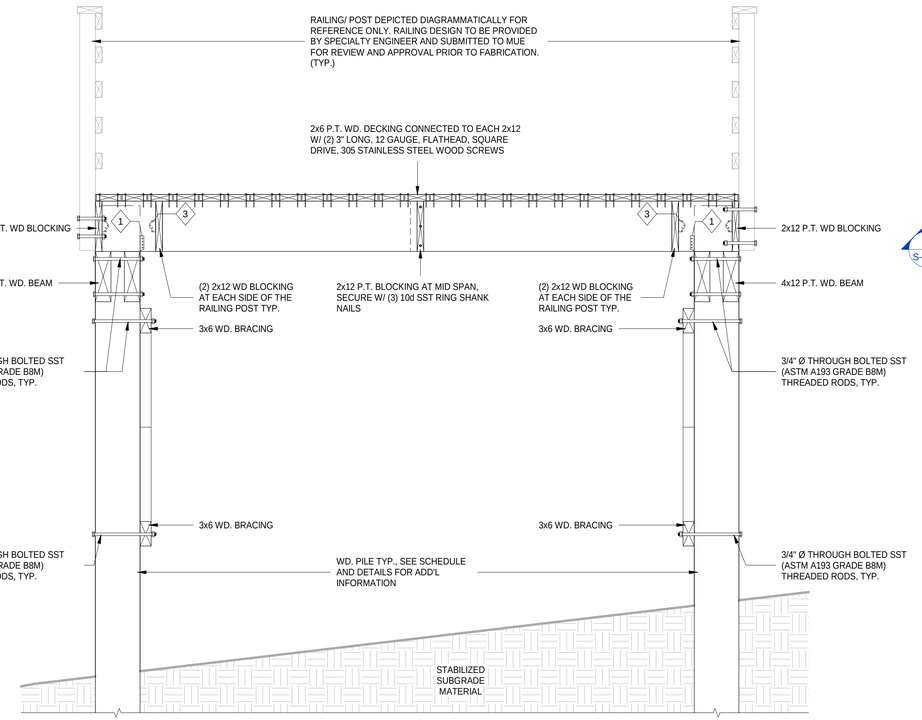
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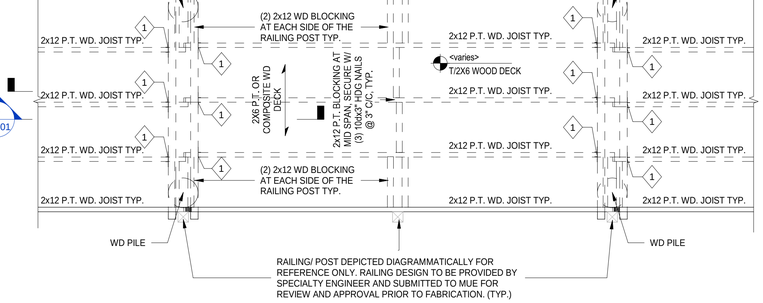
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S-3.01 3/4" = 1'-0" REF: 1/ S-2.01



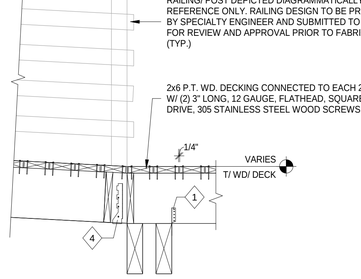
4 4/S-3.01
S-3.01 3/4" = 1'-0" REF: 1/ S-2.01



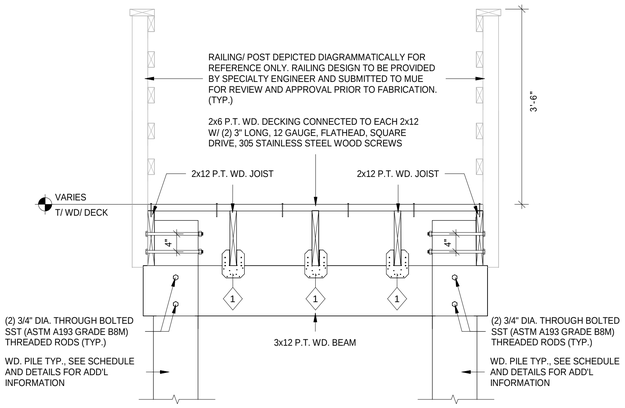
5 5/S-3.01
S-3.01 3/4" = 1'-0"



6 6/S-3.01
S-3.01 1/2" = 1'-0" REF: 1/ S-2.01



8 8/S-3.00
S-3.01 3/4" = 1'-0" REF: 1/ S-2.01



7 8/S-3.01
S-3.01 3/4" = 1'-0" REF: 1/ S-2.01

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12/02/2025

COCONUT PARK PIER-RENOVATIONS
ROYAL PALM BEACH, FL

DATE: 12/02/2025

No.	Description	Date

DRAWING:
SECTIONS AND DETAILS

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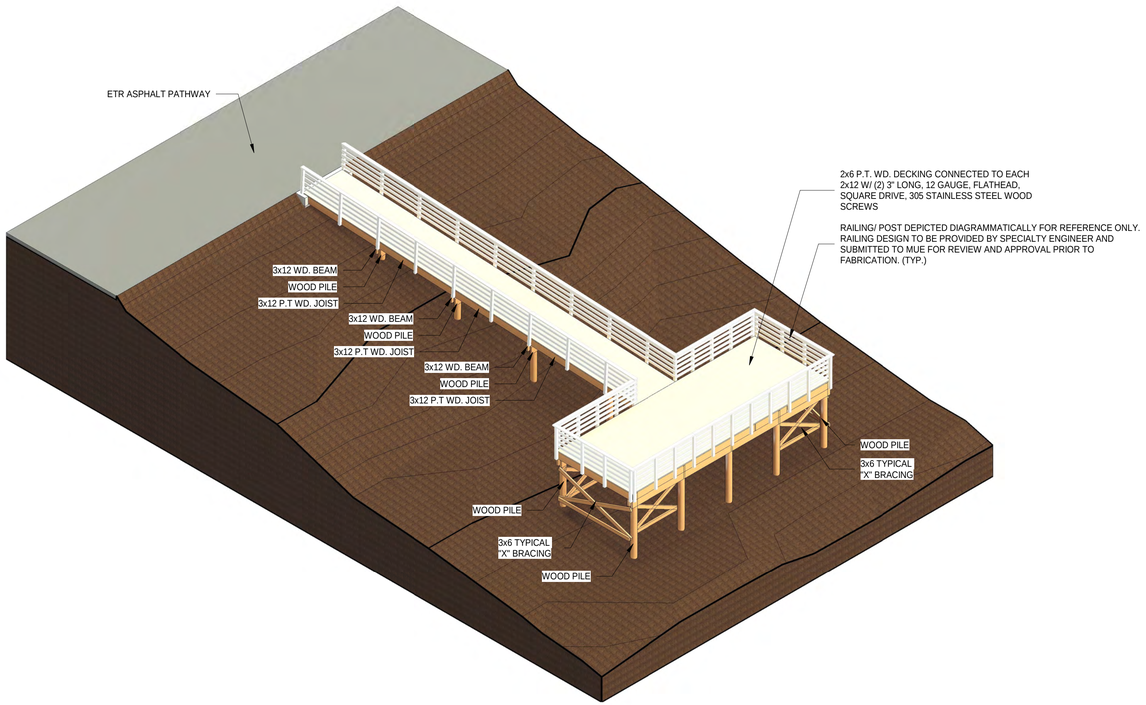
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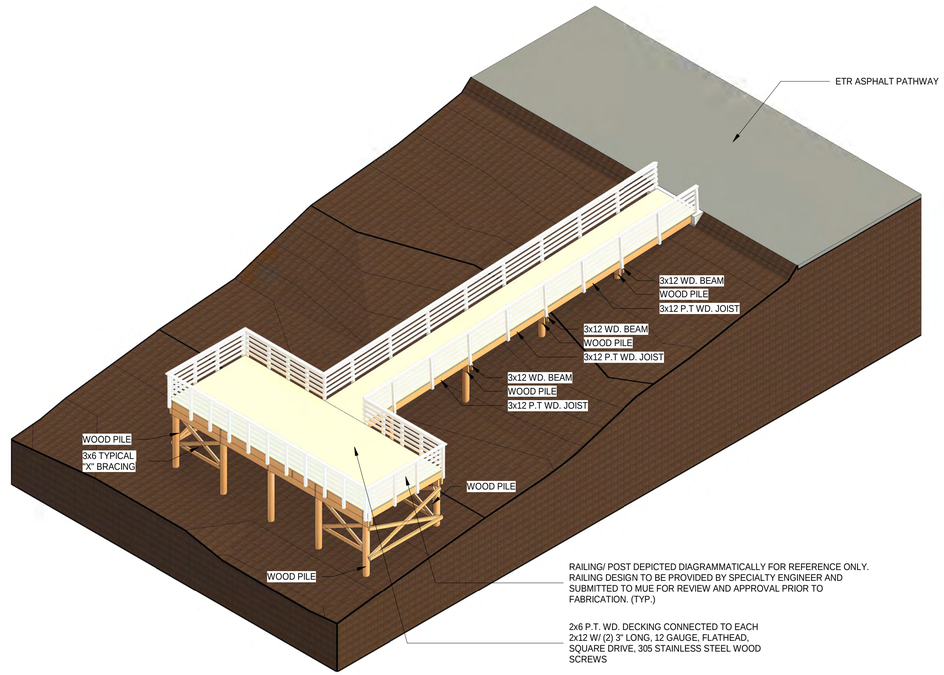
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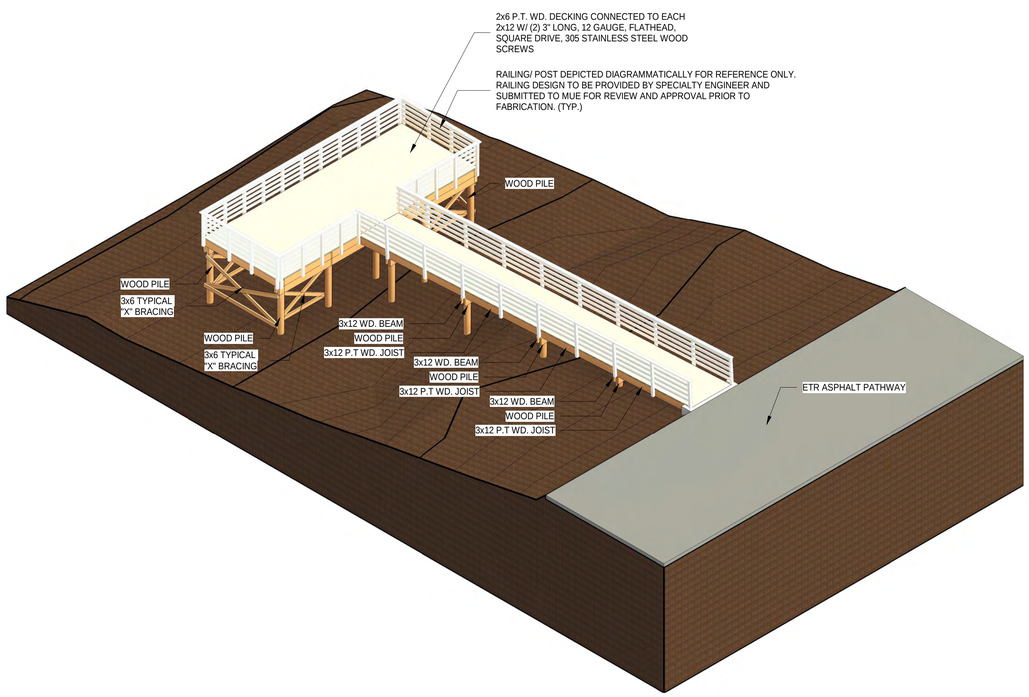
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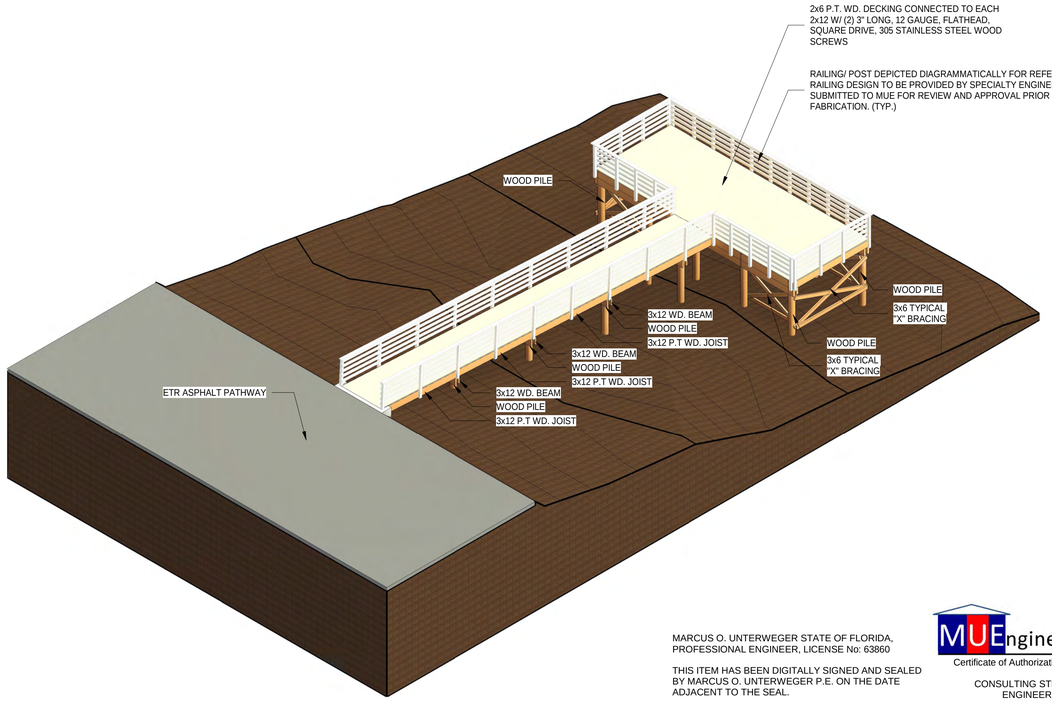
1 S-5.00 3D- VIEW #1



2 S-5.00 3D- VIEW #2



3 S-5.00 3D- VIEW #3



4 S-5.00 3D- VIEW #4

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12/02/2025

COCONUT PARK PIER-RENOVATIONS

ROYAL PALM BEACH, FL

DATE: 12/02/2025

No.	Description	Date

DRAWING:
3D VIEWS

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S-5.00

THOMAS GEOTECHNICAL SERVICES
GEOTECHNICAL • TESTING • INSPECTIONS

October 27, 2025

Mr. Daniel Rey, P.E., Senior Project Manager
Stormwater J Engineering, Inc.
1855 Indian Road, Suite 202
West Palm Beach, FL 33409
Email: danielstormj@gmail.com
Phone: 561-242-0028

Re: **Geotechnical Engineering Study**
Indian Trail Improvement District
Proposed New Pier-Coconut Park
12622 89th Place N.
West Palm Beach, Florida 33412
TGS File No.

Dear Daniel:

TGS has completed a geotechnical engineering study for the above referenced project. This report includes the results of field testing and geotechnical recommendations for the proposed New Pier at Coconut Park in West Palm Beach, Florida.

EXECUTIVE SUMMARY

An exploration and evaluation of the subsurface conditions have been completed for the proposed new pier will likely include concrete or timber piles supporting a wood deck at Coconut Park in West Palm Beach, Florida. In general, beneath topsoil, the subsurface conditions primarily consisted of sandy soil, some silty and some with trace shell, followed by sand with limestone extending to the boring termination depths.

We understand the proposed new pier will be supported on 12-inch Pre-stressed Precast Square Concrete (PPSC) pile or 10-inch Timber pile foundations. The results indicate that capacities are generated relatively uniformly as the pile penetrates the substrata. When piles penetrate into medium dense sand or rock layers, refusal may be achieved and reach the design capacities at penetrations different than those indicated from the analyses.

Axial capacity analyses were performed for 12-inch PPSC and 10-inch Timber piles as required in the project using the program FB-DEEP. The results are presented in the Appendix.

The owner/designer should not rely solely on this Executive Summary and must read and evaluate the entire contents of this report prior to utilizing our engineering recommendations.

PROJECT INFORMATION

Project Authorization

TGS has completed a geotechnical exploration for the new pier to be constructed at Coconut Park in West Palm Beach, Florida. Mr. Jay G. Foy, P.E., President with Stormwater J Engineering, Inc. authorized our services by signing TGS Proposal File No.2510-620, dated October 8, 2025.

Project Description

Our understanding of the project is based on information provided by Mr. Daniel Rey, P.E., Senior Project Manager with Stormwater J Engineering, Inc. The project includes the new pier will likely include concrete or timber piles supporting a wood deck at Coconut Park in West Palm Beach, Florida.

The geotechnical recommendations presented in this report are based on the available project information, building location, and the subsurface materials described in this report. If any of the noted information is incorrect, please inform TGS in writing so that we may amend the recommendations presented in this report if appropriate and if desired by the client. TGS will not be responsible for the implementation of its recommendations when it is not notified of changes in the project.

Purpose and Scope of Services

The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable construction considerations.

Our scope of services included drilling two (2) Standard Penetration Test (SPT) borings to a depth of 55 feet below existing grade as well as the plus the preparation of this geotechnical report. Approximate locations of the SPT borings and soil profiles are indicated on Sheet 1 in the Appendix.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air on or below or around this site. Any statement in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes. Prior to further development of this site, an environmental assessment is advisable.

SUBSURFACE CONDITIONS

Subsurface Conditions

Review of "Soil Survey of Palm Beach County Area, Florida", prepared by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS), indicates the site is mapped as follows:

- (36) - Riviera fine sand, 0 to 2 percent slopes.
- (37) - Riviera fine sand, frequently ponded, 0 to 1 percent slopes.

A graphic depiction of the soil mapping is included in the Appendix as **Soil Map— Palm Beach County Area, Florida.**

Subsurface conditions at the site were explored with a total of two (2) SPT borings to depths of 55 feet below existing grade using a truck mounted drill rig BK-51. Samples of the in-place materials were recovered at frequent intervals using Split Spoon. The samples of the in-place soils were returned to our laboratory for classification by a geotechnical engineer. The samples were classified in general accordance with the Unified Soil Classification System (ASTM D 2488). The borings were located in the field by TGS personnel using a hand-held GPS device. The boring locations and soil profiles are presented on Sheet 1 in the Appendix.

In general, below topsoil, the subsurface consisted of sandy soil, some silty and some with trace shell, followed by sand with limestone extending to the boring termination depths. All depths should be considered approximate

Based on visual classifications, these soils are classified as sand (SP), sand trace shell (SP), sand with limestone (SP) in accordance with the Unified Soil Classification System. N-values indicate the sandy material of very loose to dense conditions.

The above subsurface description is of a generalized nature intended to highlight the major subsurface stratification features and material characteristics. The boring logs should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, and penetration resistances. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials, and the actual transition may be gradual. Water level information obtained during field operations is also shown on the boring logs. The samples that were not altered by laboratory testing will be retained for 30 days from the date of this report and then will be discarded.

Groundwater Information

The groundwater level was measured after completing the boreholes. The depth to the free water surface at the time of testing (October 15, 2025) was recorded at 4.5 feet below existing ground surface. Groundwater levels are expected to fluctuate with seasonal fluctuations changes.

In general, the seasonal high groundwater level is not intended to define a limit or ensure that future seasonal fluctuations in groundwater levels will not exceed the estimated levels. Post-development groundwater levels could exceed the normal seasonal high groundwater level estimate as a result of a series of rainfall events, changed conditions at the site that alter surface water drainage characteristics, or variations in the duration, intensity, or total volume of rainfall. **We recommend that the Contractor determine the actual groundwater levels at the time of the construction to determine groundwater impact on his or her construction procedures**

Groundwater conditions will vary with environmental variations and seasonal conditions, such as the frequency and magnitude of rainfall patterns, as well as man-made influences (i.e. existing canals, swales, irrigation, drainage ponds, underdrains and areas of covered soils, paved parking lots and sidewalks). Fluctuation should be anticipated. We recommend that the contractor determine the actual groundwater levels at the time of construction to determine groundwater impact on its construction procedure.

LABORATORY TESTING

General

Representative soil samples collected from the borings were classified and stratified in general accordance with the United Soil Classification System (USCS). Our classification was based on visual inspection, using the results from the laboratory testing as confirmation, if necessary.

EVALUATION AND RECOMMENDATIONS

The geotechnical study completed for the proposed New Pier at Coconut Park confirms that the site is suitable for the planned construction when viewed from a soil mechanics and foundation engineering perspective. Subsurface conditions at the site are not expected to impose any major geotechnical constraints or limitations for the proposed New Pier at Coconut Park in West Palm Beach, Florida.

The results of these analyses are attached in the appendix. **The Structural Engineer based on actual loading conditions and scour elevation will make final determination of minimum pile tip.**

Axial capacity analyses were performed for 12-inch PPSC piles and 10-inch timber piles as required in the project using the program FB-DEEP.

Driven Pile Axial Capacity

We understand the proposed New Pier will be supported on 12-inch PPSC pile or 10-inch timber pile foundations. The upper 8 feet of soil was ignored to account for the lake depth and an additional 7 feet were ignored to account for pre-drilling. We recommend allowable capacities be utilized for design purposes for this project**.** Axial capacity analyses were performed for 12-inch PPSC and timber piles as required in the project using the program FB-DEEP. The results are presented in Appendix. **The Structural Engineer based on actual loading conditions and scour elevation will make a final determination of minimum pile tip.**

The results indicate that capacities are generated relatively uniformly as the pile penetrates the substrata. When piles penetrate into very dense sand or rock layers, refusal may be achieved and reach the design capacities at penetrations different than those indicated from the analyses. **Hard driving conditions could be encountered when driving through sand with limestone.**

No reduction of the individual pile capacities will be required if piles are spaced center-to-center at 3 times their width or greater. The piles are expected to be bearing on rock or medium dense sand. Depending on the hammer being utilized, the Contractor should provide a driving criteria with WEAP analyses signed and sealed by a Professional Engineer registered in the State of Florida. Alternatively, the piles could be instrumented and dynamically tested.

Driven Timber Piles

We understand that the new Pier could be supported on 10-inch diameter treated timber piles. We believe that this type of foundation is acceptable to support these structures. Other pile material types such as polymer/plastic lumber, fiberglass-composite, or concrete are also acceptable. We recommend that TGS has an opportunity to review any changes to pile type, size, and/or material to confirm the suitability for the proposed used. To provide overall stability to the system, we recommend that the timber piling be cross-braced to minimize any horizontal loading and to control pile buckling.

Axial pile capacities were computed using the FDOT computer program FB-Deep. While FB-Deep does not have a timber pile type it is assumed that the unit skin friction and end bearing components of composite pile will be similar to that of a concrete cylinder pile. The upper 8 feet of soil was ignored to account for the lake depth and an additional 7 feet were ignored to account for pre-drilling. We recommend allowable capacities be utilized for design purposes for this project**.** The FB-Deep output files have been presented in Appendix

Construccction Consideration

Residential buildings, utilities and other structures are in the vicinity of the site; hence, inspection, settlement and vibration monitoring of the existing structures will be required in accordance with the FDOT Standard Specification Section 108.

REPORT LIMITATIONS

The recommendations submitted are based on the available subsurface information obtained by TGS and project information furnished by Mr. Daniel Rey, P.E., Senior Project Manager with Stormwater J Engineering, Inc. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, TGS should be notified immediately to determine if changes in the recommendations are required. If TGS is not retained to perform these functions, TGS will not be responsible for the impact of those conditions of the project.

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

This report has been prepared for the exclusive use of Stormwater J Engineering, Inc, for the specific application to the proposed New Pier-Coconut Park in West Palm Beach, Florida.

If you have any questions pertaining to this report, or if we may be of further service, please contact our office.

Respectfully submitted,

TGS

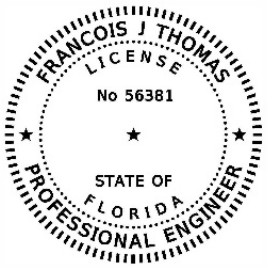
Maximo Peralta Alvarez, P.E.
Geotechnical Engineer
FL Registration No. 84213

Francois Thomas, P.E.
Principal Engineer
FL Registration No. 56381

MP/FT:

Attachment:

NRCS Soil Survey-Soil Map
FB-Deep Pile Capacity Curves–12-inch PPSC Pile
FB-Deep Pile Capacity Curves–10-inch Timber Pile
Boring Location Plan and Soil Profiles – Sheet 1



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ON THE DATE ADJACENT TO THE SEAL

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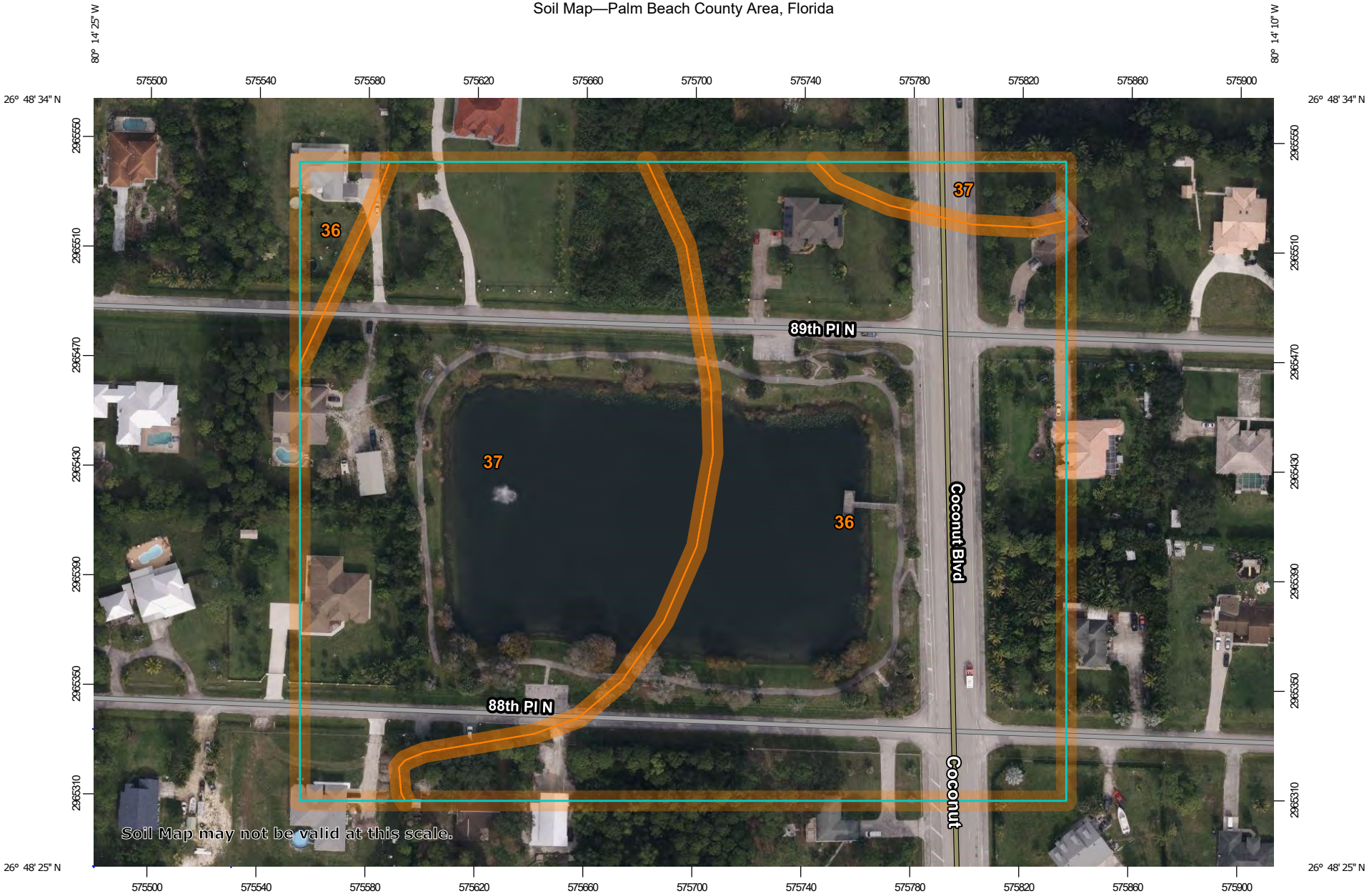
THOMAS GEOTECHNICAL SERVICES, LLC
6594 WOODLAKE ROAD
JUPITER, FL 33458
CERTIFICATE OF AUTHORIZATION 34141

APPENDIX

NRCS SOIL SURVEY-SOIL MAP
FB-DEEP PILE CAPACITY CURVES – 12-INCH PPSC PILE

FB-DEEP PILE CAPACITY CURVES – 10-INCH TIMBER PILE

BORING LOCATION PLAN AND SOIL PROFILE – SHEET 1



Map Scale: 1:1,980 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 25 50 100 150

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Palm Beach County Area, Florida
Survey Area Data: Version 22, Aug 29, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

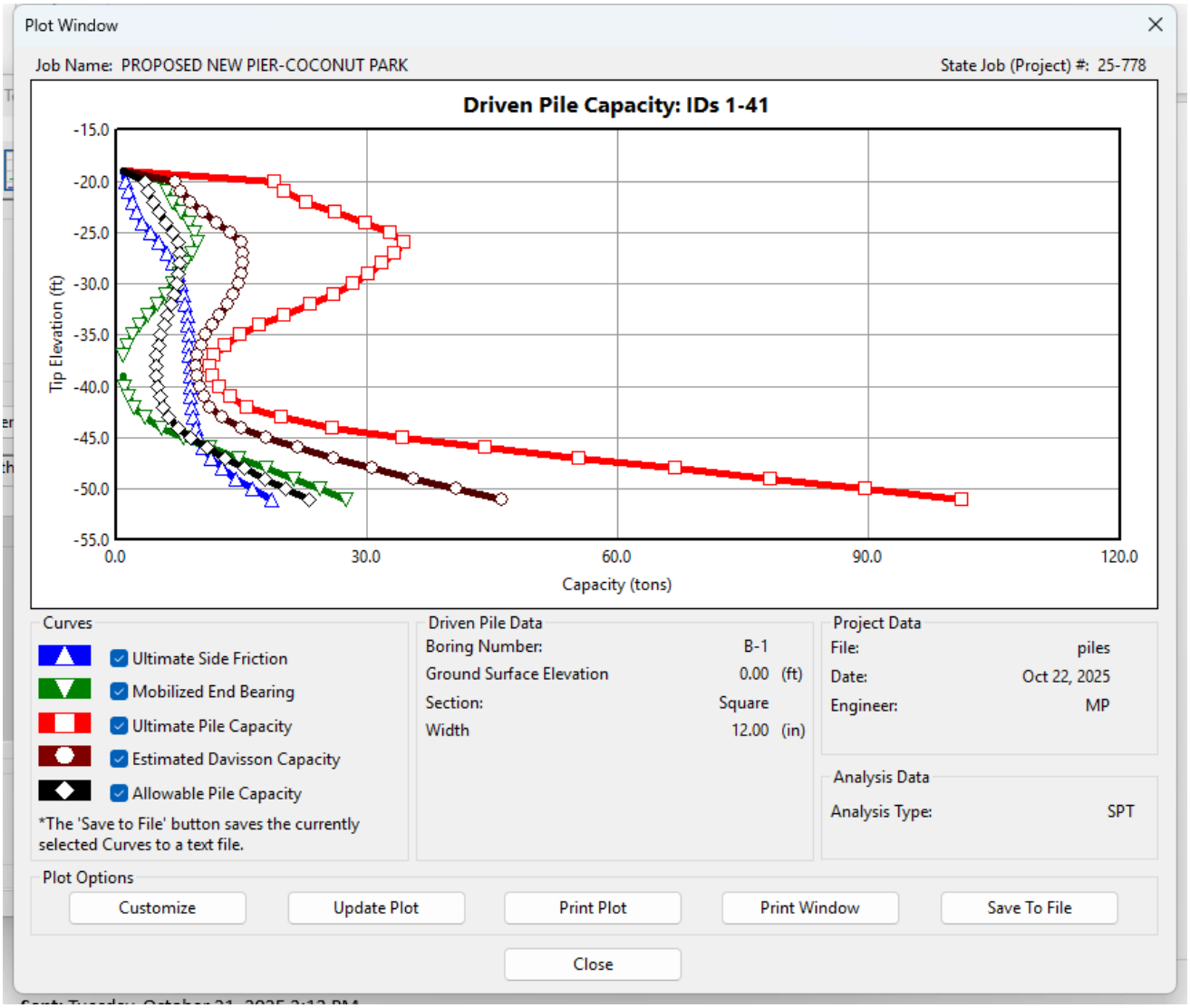
Date(s) aerial images were photographed: Dec 10, 2022—May 1, 2023

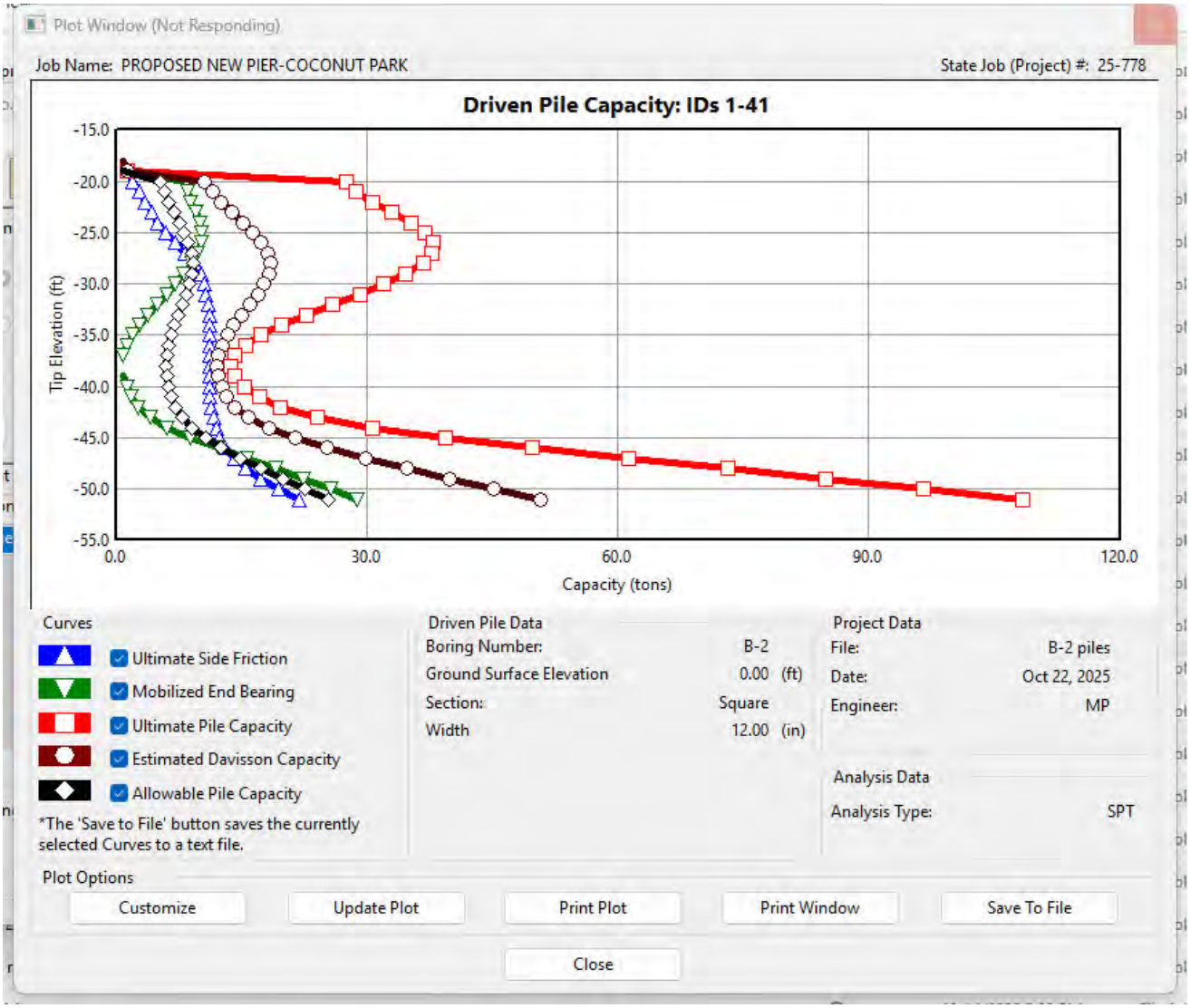
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

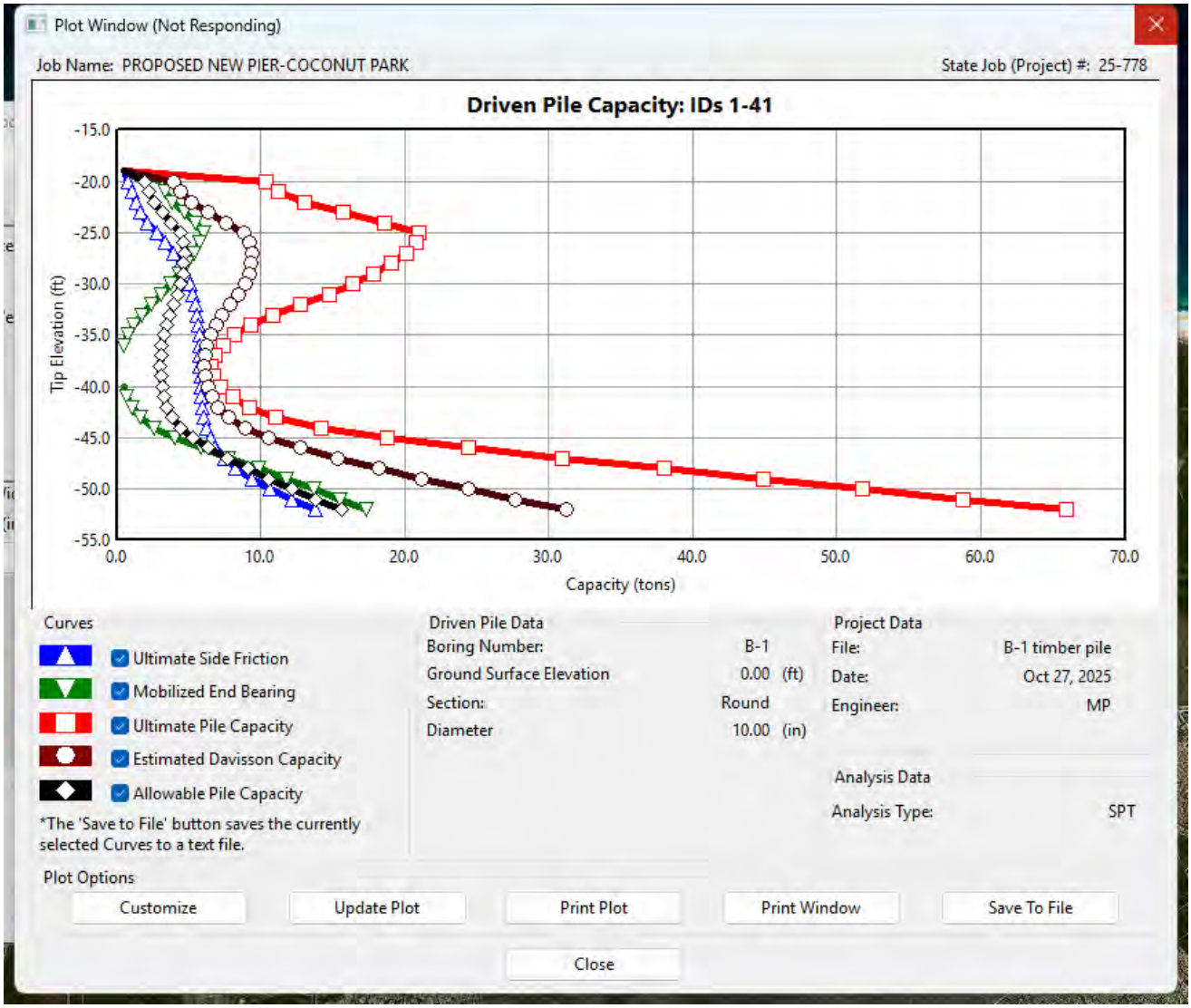
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
36	Riviera fine sand, 0 to 2 percent slopes	8.7	53.6%
37	Riviera fine sand, frequently ponded, 0 to 1 percent slopes	7.6	46.4%
Totals for Area of Interest		**16.3**	**100.0%**

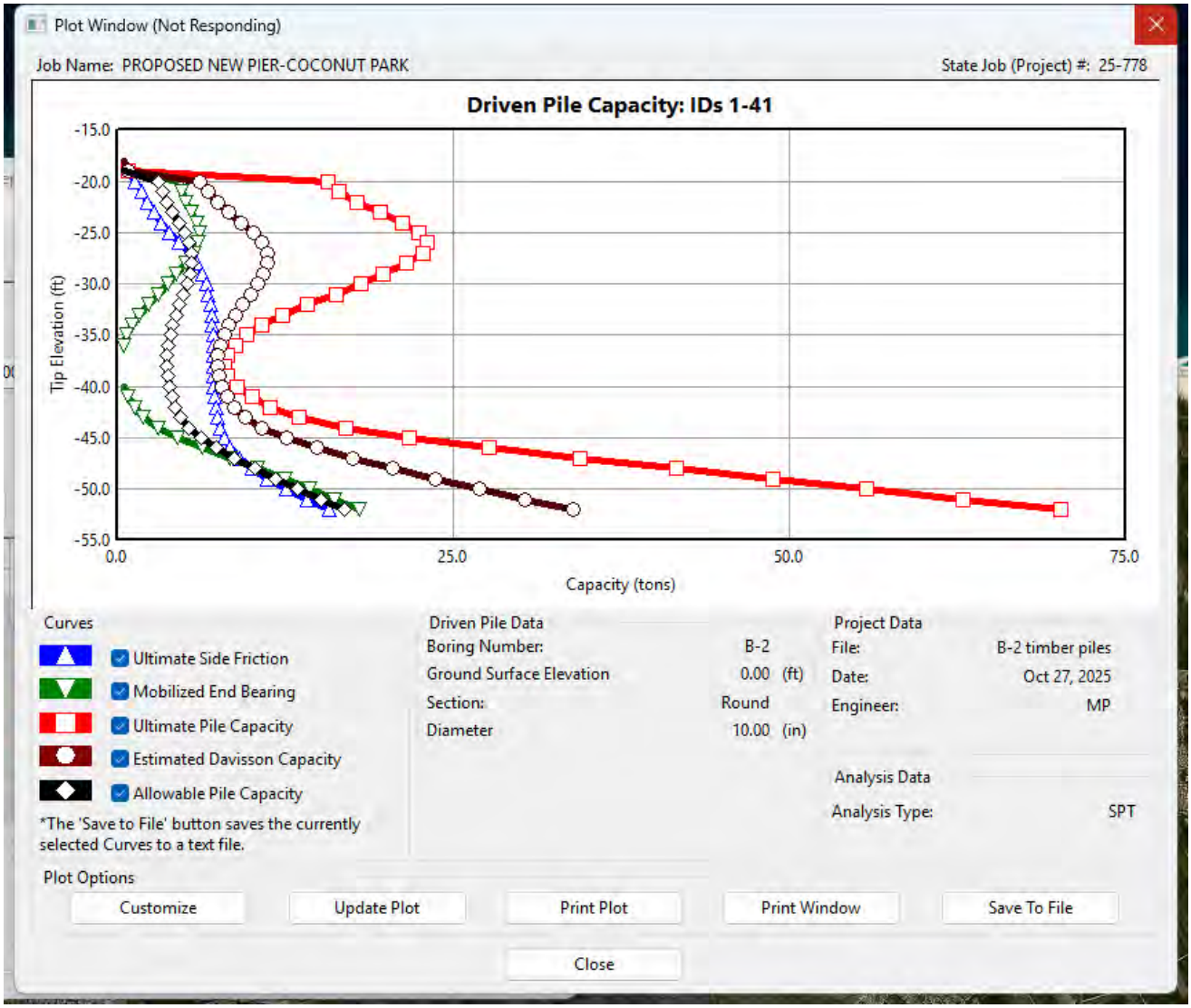
12-INCH PPSC PILE


Plot Window
Job Name: PROPOSED NEW PIER-COCONUT PARK
State Job (Project) #: 25-778
Driven Pile Capacity: IDs 1-41
Tip Elevation (ft)
-15.0
-20.0
-25.0
-30.0
-35.0
-40.0
-45.0
-50.0
-55.0
0.0
30.0
60.0
90.0
120.0
Capacity (tons)
Curves
Ultimate Side Friction
Mobilized End Bearing
Ultimate Pile Capacity
Estimated Davisson Capacity
Allowable Pile Capacity
*The 'Save to File' button saves the currently selected Curves to a text file.
Driven Pile Data
Boring Number: B-1
Ground Surface Elevation 0.00 (ft)
Section: Square
Width 12.00 (in)
Project Data
File: piles
Date: Oct 22, 2025
Engineer: MP
Analysis Data
Analysis Type: SPT
Plot Options
Customize
Update Plot
Print Plot
Print Window
Save To File
Close


Plot Window (Not Responding)
Job Name: PROPOSED NEW PIER-COCONUT PARK
State Job (Project) #: 25-778
Driven Pile Capacity: IDs 1-41
Tip Elevation (ft)
-15.0
-20.0
-25.0
-30.0
-35.0
-40.0
-45.0
-50.0
-55.0
0.0
30.0
60.0
90.0
120.0
Capacity (tons)
Curves
Ultimate Side Friction
Mobilized End Bearing
Ultimate Pile Capacity
Estimated Davisson Capacity
Allowable Pile Capacity
*The 'Save to File' button saves the currently selected Curves to a text file.
Driven Pile Data
Boring Number: B-2
Ground Surface Elevation 0.00 (ft)
Section: Square
Width 12.00 (in)
Project Data
File: B-2 piles
Date: Oct 22, 2025
Engineer: MP
Analysis Data
Analysis Type: SPT
Plot Options
Customize
Update Plot
Print Plot
Print Window
Save To File
Close

10-INCH TIMBER PILE

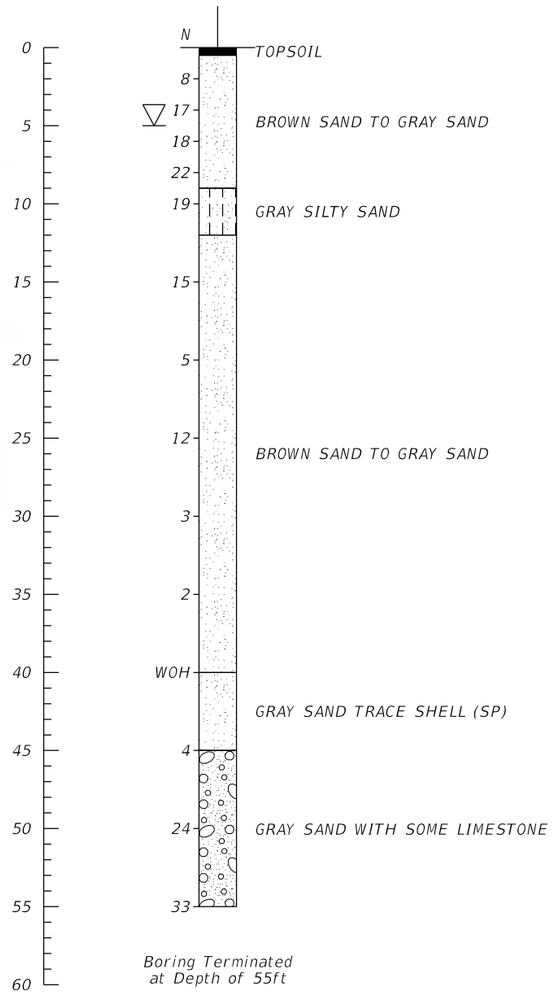

Plot Window (Not Responding)
Job Name: PROPOSED NEW PIER-COCONUT PARK
State Job (Project) #: 25-778
Driven Pile Capacity: IDs 1-41
Tip Elevation (ft)
-15.0
-20.0
-25.0
-30.0
-35.0
-40.0
-45.0
-50.0
-55.0
0.0
10.0
20.0
30.0
40.0
50.0
60.0
70.0
Capacity (tons)
Curves
Ultimate Side Friction
Mobilized End Bearing
Ultimate Pile Capacity
Estimated Davisson Capacity
Allowable Pile Capacity
*The 'Save to File' button saves the currently selected Curves to a text file.
Driven Pile Data
Boring Number: B-1
Ground Surface Elevation 0.00 (ft)
Section: Round
Diameter 10.00 (in)
Project Data
File: B-1 timber pile
Date: Oct 27, 2025
Engineer: MP
Analysis Data
Analysis Type: SPT
Plot Options
Customize
Update Plot
Print Plot
Print Window
Save To File
Close


Plot Window (Not Responding)
Job Name: PROPOSED NEW PIER-COCONUT PARK
State Job (Project) #: 25-778
Driven Pile Capacity: IDs 1-41
Tip Elevation (ft)
-15.0
-20.0
-25.0
-30.0
-35.0
-40.0
-45.0
-50.0
-55.0
0.0
25.0
50.0
75.0
Capacity (tons)
Curves
Ultimate Side Friction
Mobilized End Bearing
Ultimate Pile Capacity
Estimated Davisson Capacity
Allowable Pile Capacity
*The 'Save to File' button saves the currently selected Curves to a text file.
Driven Pile Data
Boring Number: B-2
Ground Surface Elevation 0.00 (ft)
Section: Round
Diameter 10.00 (in)
Project Data
File: B-2 timber piles
Date: Oct 27, 2025
Engineer: MP
Analysis Data
Analysis Type: SPT
Plot Options
Customize
Update Plot
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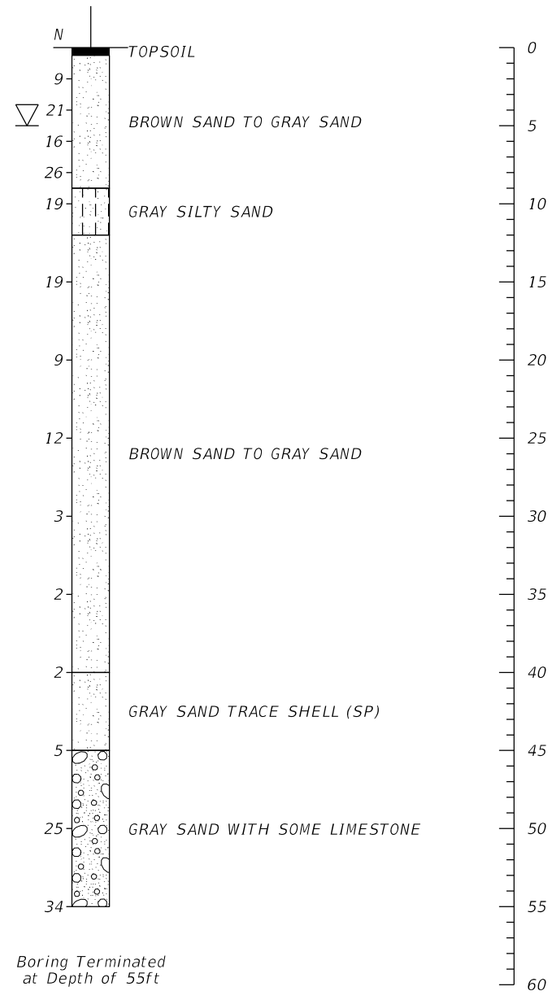


APPROXIMATE LOCATION OF SPT BORING

Bor # B-1
Date 10/15/2025
Hammer Automatic
Rig BK-51
Latitude 26.808616
Longitude -80.238432



Bor # B-2
Date 10/15/2025
Hammer Automatic
Rig BK-51
Latitude 26.8086
Longitude -80.238347



Legend

∇ Depth of Groundwater Table from Ground Surface

WOH Weight of Hammer

Topsoil
Sand
Silty Sand
Gravelly Sand

NOTES

1- SPT N-VALUES SHOWN ABOVE WERE OBTAINED USING AUTOMATIC HAMMERS. MOST DESIGN CALCULATIONS USE SAFETY HAMMER N-VALUES. THE ABOVE N-VALUES NEED TO BE CONVERTED TO SAFETY HAMMER EQUIVALENT VALUES

2- GEOGRAPHIC COORDINATES ARE APPROXIMATE, BASED ON HANDHELD GPS.

3- SPT DENOTES STANDARD PENETRATION TEST

THOMAS GEOTECHNICAL SERVICES
GEOTECHNICAL • TESTING • INSPECTIONS

ENGINEER OF RECORD:
FRANCOIS THOMAS, P.E.
FLORIDA LICENSE NO.:
56381

PROJECT ID NUMBER:
25-778

BORING LOCATION PLAN / SOIL STRATIGRAPHY
PROPOSED PIER
COCONUT PARK
12622 89TH PLACE NORTH
WEST PALM BEACH, FLORIDA

Sheet:
1

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID (ITB-003-0-2026/SC)
FOR

Coconut Park Pier

ADDENDUM NO. 1

Date: January 9, 2026

To: All Prospective Bidders

This Addendum Number 1 forms a part of the bidding and contract documents.

The attached Civil Plans were updated to include pier elevation. Please use the attached Civil Plans instead of the Civil Plans (Sheets _1 of 3, 2 of 3, and 3 of 3 of the Coconut Park Plans & Geo Tech Study) in the original Plans of this ITB.

NO OTHER CHANGES ARE MADE IN THE ITB DOCUMENTS.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID SUBMITTAL FORM 410, ARTICLE 3.01.A. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION

END OF ADDENDUM No. 1

12594 89th PLACE NORTH

COCONUT PARK PIER - RENOVATIONS
WEST PALM BEACH, FLORIDA
SJE PROJECT No. 91084-P12



LOCATION MAP

KEY SHEET

SHEET 1	COVER SHEET
SHEET 2	SITE PLAN
SHEET 4	POLLUTION PREVENTION PLAN AND DETAILS

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REVISIONS

NO.	DATE	REMARKS	BY

Stormwater Engineering, Inc.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-0028 • Fax (561)242-0109 • stormwater.j@gmail.com

COVER SHEET
12594 89th PLACE NORTH
WEST PALM BEACH, FLORIDA

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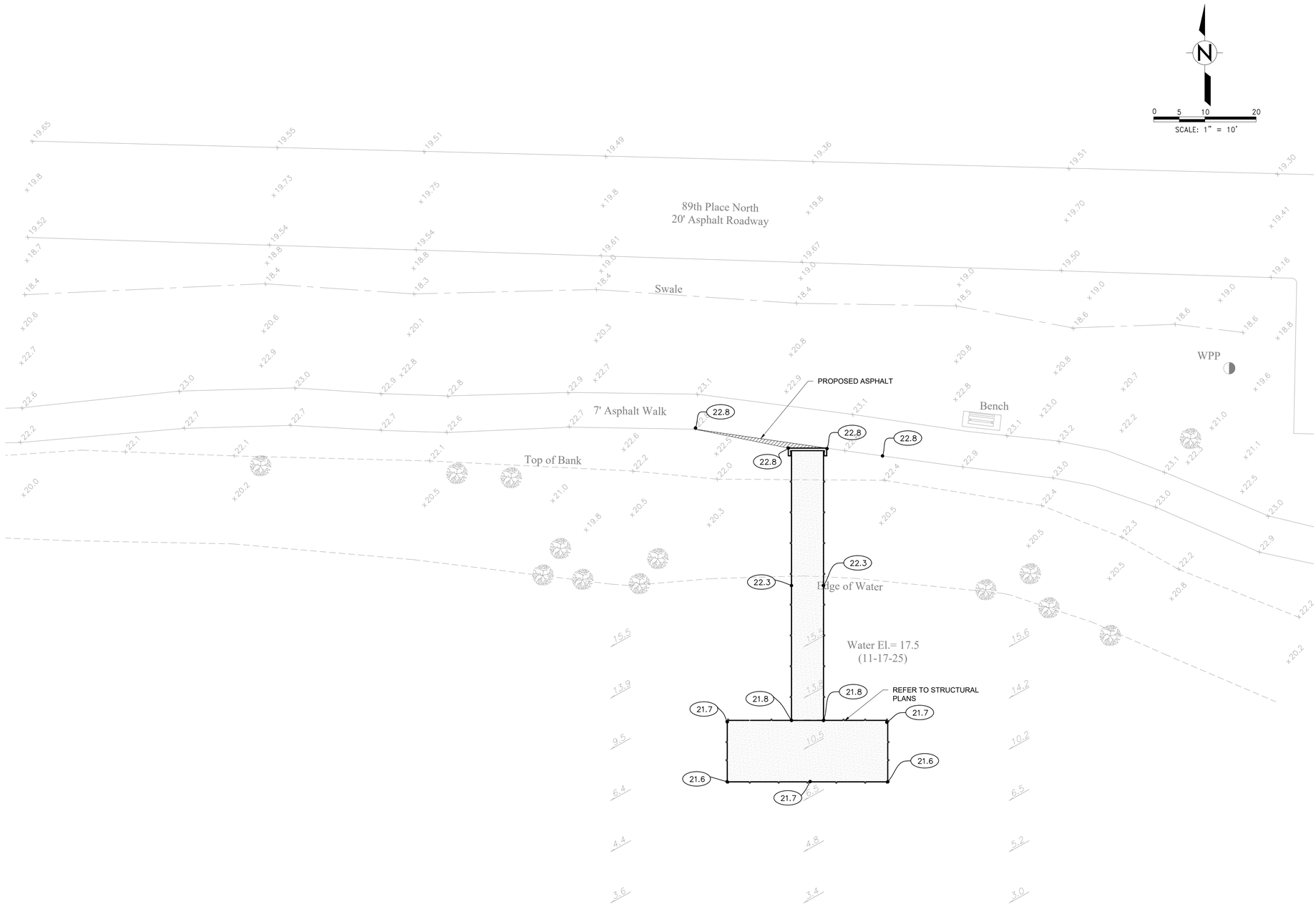
Daniel Rey, P.E.
License # 81248
C.A. 00009484

91084-P12-1120 Cover Sheet.dwg

DATE	11/20/2025
DRAWN	PL
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	DR

SHEET NO. 1 / 3
JOB NO. 91084-P12

11/20/2025 11:00 AM
SJE19-AC3



LEGEND

- 19.72 — EXISTING ELEVATIONS
- 14.4 — FINISHED GRADE ELEVATION
- DRAINAGE FLOW DIRECTION
- ASPHALT

GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM (1988 MEAN SEA LEVEL).
2. TOPOGRAPHIC SURVEY PERFORMED BY DJG SURVEYING AND MAPPING, INC., LOXAHATCHEE, FLORIDA. DATE : 11/19/2025.
3. EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE LOCATIONS AND HAVE BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. CONTRACTOR TO FIELD VERIFY ANY CONFLICTS WITH TREES AND/OR UTILITIES AND DRAINAGE. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS BEFORE PROCEEDING WITH ANY SOLUTION TO THE CONFLICT.
5. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES. ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NOT EXPENSE TO THE SUBJECT UTILITY. CALL "SUNSHINE" 48 HOURS BEFORE DIGGING.
6. ALL INSTALLATIONS SHALL BE MADE IN SUCH A MANNER AS NOT TO INTERFERE WITH EXISTING OR NEW UTILITIES, DRAINAGE OR ROADWAY CONSTRUCTION.
7. CONTRACTOR IS TO RESTORE ANY CURB, LANDSCAPE, ASPHALT, ETC. (NOT SCHEDULED FOR DEMOLITION) DAMAGED DURING CONSTRUCTION TO A CONDITION EQUAL TO WHAT IS EXISTING.
8. CONTRACTOR TO REFER TO ARCHITECTS'S PLANS FOR DETAIL ON FINAL SURFACE MATERIALS.

NO.	DATE	REMARKS	BY
		REVISIONS	

StormwaterU ENGINEERING, INC.
SJE
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242-0028 • Fax (561)242-0109 • stormwaterj@gmail.com

PAVING, GRADING, DRAINAGE PLAN
12594 89th PLACE NORTH
WEST PALM BEACH, FLORIDA

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License # 81248

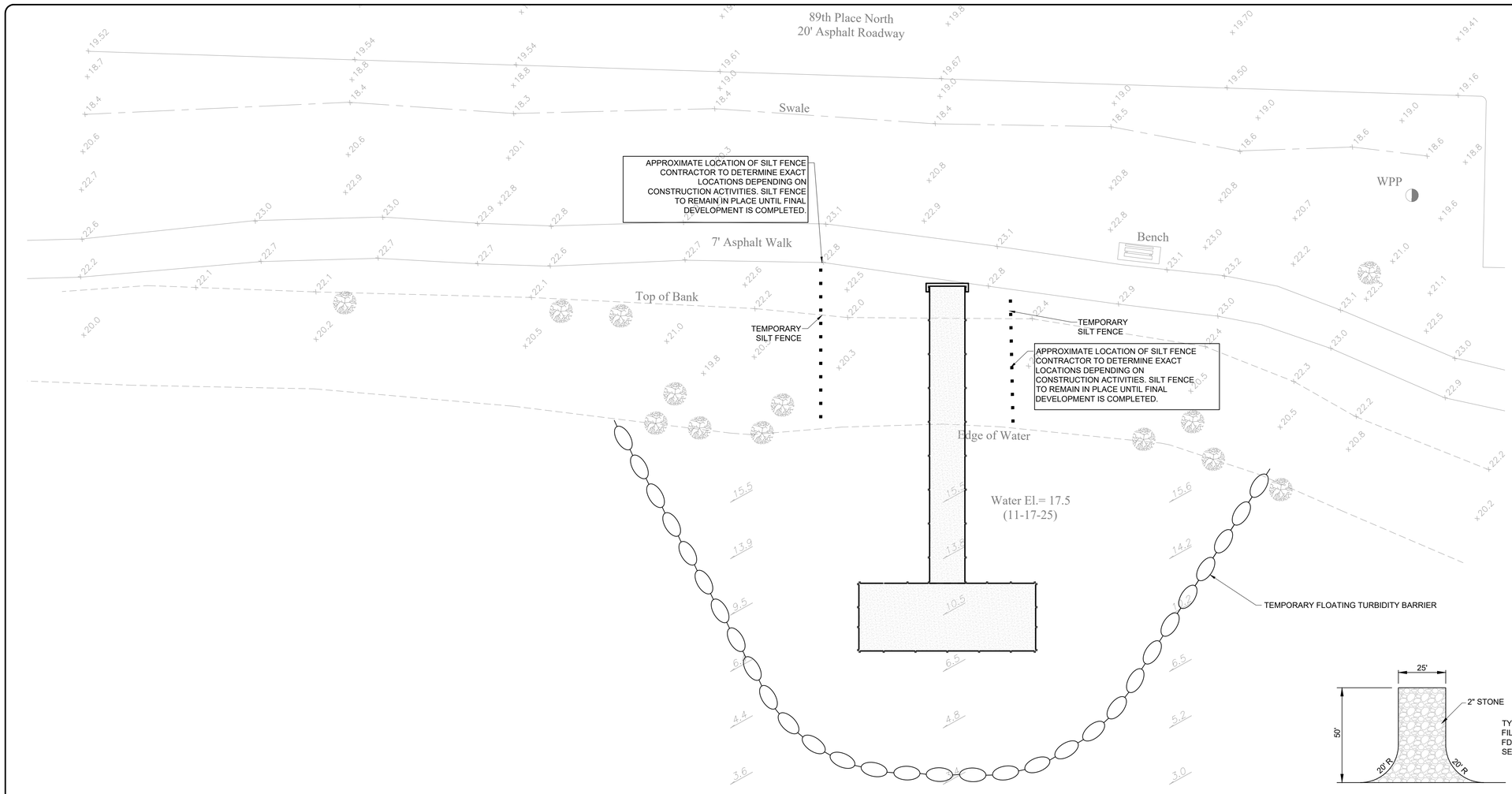
91084-P12-1120 Paving Grading Drainage Plan.dwg

SJE19-AC3 11/20/2025 11:31 AM

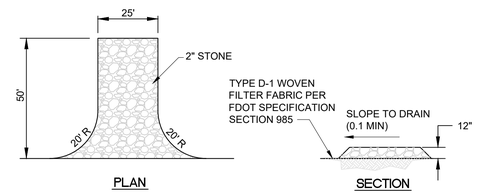
DATE	11/20/2025
DRAWN	PL
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CHECKED (2)	
PROJECT MANAGER	DR

SHEET NO. 2 / 3

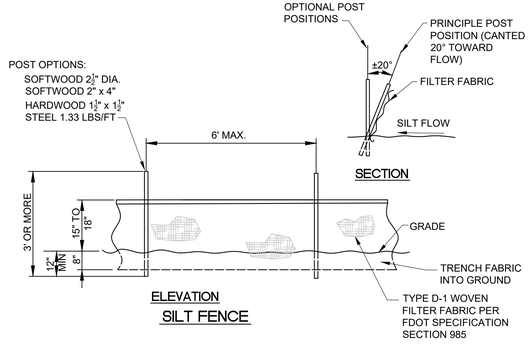
JOB NO. 91084-P12



1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON–SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION – ON–SITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORESEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE, HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2 INCH OPENING SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO.1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON DETAIL. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. BALE SHALL BE EITHER WIRE BOUND OR STRING TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
9. BALES SHALL BE PLACED LENGTHWISE IN SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF THE ADJACENT BALES PRESSED TOGETHER.
10. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED, A TRENCH SHALL BE EXCAVATED AROUND THE INLETAND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES, AFTER THE BALES ARE STACKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
11. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
12. LOOSE STRAW SHOULD BE WEDGED BETWEEN BALES TO PREVENT WATER FROM ENTERING BETWEEN BALES.
13. HAYBALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
16. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL, THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE–HALF THE HEIGHT OF THE BARRIER.
17. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE HAYBALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
18. SILTFENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEASE DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
19. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
20. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
21. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF THE DESIGN DEPTH OF THE TRAP, REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
22. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND APPLICABLE WATER MANAGEMENT DISTRICT PERMIT(S) FOR THIS PROJECT.
23. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL – A GUIDE TO SOUND LAND AND WATERMANAGEMENT' FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER), CHAPTER 6.
24. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION,
25. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
26. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
27. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
28. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE APPLICABLE WATER MANAGEMENT DISTRICT.
29. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAYBALES AND GRASSING. ALL FILL SLOPES 31 OR STEEPER TO RECEIVE STAKED SOLID SOD.
30. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
31. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
32. ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISCHARGE SHALL BE CONTROLLED AND REROUTED THROUGH HAY FILTERS, SILTATION DIAPERS AND SUMPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CORRECTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62–302, FLORIDA ADMINISTRATIVE CODE.
33. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CONDITIONS BY RAISING CHANNEL BOTTOMS AND/OR CLOGGING OUTFALL CULVERTS.
34. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS ABOVE EXISTING BACKGROUND LEVEL.
35. A MINIMUM OF ONE OF THE EROSION CONTROL MEASURE OPTIONS SHOWN FOR ALL DROP INLETS WILL BE USED BY THE CONTRACTOR.
36. FLOATING TURBIDITY BARRIERS WILL BE PLACED AT ALL OUTFALL LOCATIONS. IF SEAGRASSES ARE PRESENT BARRIERS WILL NOT BE PLACED OVER THEM. THE FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED IN A MANNER TO PREVENT MANATEE ENTANGLEMENT.
37. SILT FENCES OR HAYBALES WILL BE USED ALONG BOTH SIDES OF LIMITS OF CONSTRUCTION TO MINIMIZE OFFSITE SILTATION MIGRATION.



TEMPORARY GRAVEL ENTRANCE



SILT FENCE

REVISIONS			
NO.	DATE	REMARKS	BY

STORMWATER ENGINEERING, INC.
Civil, Hydrologic & Hydraulic Engineers
1855 Indian Road, Suite 202, West Palm Beach, FL 33409
Ph. (561)242–0028 • Fax (561)242–0109 • stormwater@gmail.com

POLLUTION PREVENTION PLAN
12594 89th PLACE NORTH
WEST PALM BEACH, FLORIDA

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C.A. 00009484

Daniel Rey, P.E.
License # 81248

91084–P12–1120 Pollution Prevention Plan.dwg

SJE19–AC3

DATE	11/20/2025
DRAWN	PL
CHECKED (1)	
CHECKED (2)	
PROJECT MANAGER	DR

SHEET NO. 3 / 3

JOB NO. 91084–P12

11/20/2025 11:14 AM

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID (ITB-003-0-2026/SC)
FOR

Coconut Park Pier

ADDENDUM NO. 2

Date: January 14, 2026

To: All Prospective Bidders

This Addendum Number 2 forms a part of the bidding and contract documents.

Please see Attachment A – Answers to RFIs received by 5:00pm on January 13, 2026.

NO OTHER CHANGES ARE MADE IN THE ITB DOCUMENTS.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID SUBMITTAL FORM 410, ARTICLE 3.01.A. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION

END OF ADDENDUM No. 2

Attachment A
Answers to Coconut Park Pier RFIs received before 5:00 PM January 13, 2026

1. Is a Palm Beach County certificate of competency required?
   Please note a Certificate of Competency is only required if requested. If there is a specific area needing a certificate, we would specify (such as electrical, plumping, underground, ...). We typically just depend on the General Contractor.

2. Is there a bid bond, performance bond, or any additional bond required? Please advise how much of each bond is required.
   There is no Bid Bond Required. Only a performance bond is required.

3. What is the budget for this project?
   There is no set budget, entire park Hurricane Milton renovation grant $400,000 to include landscaping, sidewalks irrigation repair.

4. What is the timeframe in which the city would like this project completed?
   March 31, 2026 (Indian Trail is an independent special district).

5. On the ITB it states March 31st as the substantial completion date, please confirm this date. **March 31, 2026 – Confirmed**

6. If the District did not self-perform the emergency work at Coconut Park pier along Coconut Boulevard, please provide the name of contractor and the contract amount?
   The District performed the emergency work.

7. Please clarify Bid dates, etc:

   a. Bid Opening Date: **1/23/26**

   b. Notice to Award Date: **Bid will be awarded by the Board of Supervisors on January 28, 2026. Notice of Award will follow on January 29, 2026.**

   c. Contract: **to be executed As Soom As Possible**.

   d. Notice to Proceed Date: **Day of or Day after Contract is fully executed**.

   e. Contractor Material Supplier Purchase Orders: No POs are required.
      Contractor pays for all expenses. Contractor to include all costs (including taxes) in bid submittal.

   f. Material submittals composition, submission, Engineer's review and approval:
      Turn around in approximately three (3) to five (5) business days

g. Material Supplier release for acquisition and/or Owner's Direct Materials Purchase (no sales tax):
This is a lump sum contract. ARTICLE 22 – Sales and Use Taxes; 22.01 (above) is hereby DELETED from the Bid Documents. (see below).

h. Material fabrication, acquisition and delivery to the site:
Contractor determined

i. Permits and/or Temporary Construction Easements (if applicable or required)
District has applied for permit with Palm Beach County and filed a Notice of Commencement (to save time)

j. Construction Phase: **Contractor determined**

8. Confirm that the calendar days requested to be stipulated by the Contractor as to the time of completion in Article 5.01-Basis of the Bid of C-410 Bid Form, govern over the stipulated completion date. Contract completion date will be established from the date of Notice to Proceed and the calendar days stipulated by the Contractor in Article 5.01.
Project has a hard completion date of March 31, 2026

9. Form C-200; ITB, Article 22, Sales and Use Taxes: Specifies that sales and use tax should not be included in the bid (see excerpt below). However, the Owner does not have a Direct Material Purchase Program. Additionally, the General Conditions (Form C-800), Article 6.10 clearly requires the Contractor to pay for all sales and use taxes(see except below) which is consistent with Florida law. The only mechanism for the Owner to avoid having sales and use tax in the bid is for the Owner to stipulate a direct purchase of the Contractor's materials from its material suppliers. Please clarify.
(See below)

Instruction to Bidders (Form C-200)

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from Florida state sales and use taxes on materials and equipment to be incorporated in the Work. ~~Owner has a Direct Material Purchase Program~~. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 22 – Sales and Use Taxes; 22.01 (above) is hereby DELETED from the Bid Documents.

General Conditions (Form C-800)

6.10 *Taxes*

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

10. Identify a designated staging area and/or construction limits back to the R-O-W.
    TBD by Contactor along northern edge of site. Disturbed area to be returned to original condition.

11. Provide Minimum Tip Elevations (MTE) for the wood piling and/or Ground Elevation Reference to establish the MTE for the 15' below ground elevation.
    See Addendum No. 1 for Elevations

Note: Other RFIs were received regarding the pile length, etc. The Structural Engineer will answer these questions in Addendum No. 3.

[This Concludes Attachment A to Addendum No. 2 for Coconut Park Pier]

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID (ITB-003-0-2026/SC)
FOR

Coconut Park Pier

ADDENDUM NO. 3

Date: January 20, 2026

To: All Prospective Bidders

This Addendum Number 3 forms a part of the bidding and contract documents.

Please see Attachment A – Answers to RFIs received by 5:00pm on January 13, 2026.
Also Attached is the Geotechnical Report; and
Site Survey (including existing site elevations) for additional information.

NO OTHER CHANGES ARE MADE IN THE ITB DOCUMENTS.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID SUBMITTAL FORM 410, ARTICLE 3.01.A. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION

END OF ADDENDUM No. 3

Addendum No. 3 - Attachment A
Answers to Coconut Park Pier RFIs received before 5:00 PM January 13, 2026

1. The Contract Documents do not state pile lengths. Please state the pile lengths bidders are required to use for base bid pricing. If pile lengths vary by location, please provide a pile length table by pile or bent. RR
   Response: Piles shall be driven a minimum of 15 feet into the bearing strata as indicated in the structural notes section 316219. Lengths of piles vary due to varying site elevations. See civil dwgs. and survey for existing site profile to determine minimum pile lengths.

2. Please confirm whether a test pile program is required. If so: None
   - Please identify the test pile locations on the plans
   - Please state the authorized pile lengths for test piles
   - Please confirm that any standby time between test pile approval and production piling is not at bidder risk, particularly where long piles may require 4-plus week material lead times

   Response: No test pile program is required.

3. Please confirm whether PDA testing is required and, if so, confirm that the Owner will pay for PDA services, including engineering interpretation and reporting.
   Response: PDA testing is not required but pile installation / blow counts must be monitored and documented and pile capacities must be certified by the GC and submitted to MUE for review, approval and records.

4. Please state the pile driving acceptance criteria bidders are to assume, including:
   - Minimum hammer energy
   - Hammer type
   - Required driving length in feet following jetting or vibratory assistance
   - Final refusal or blow count criteria

   Response: Proposed pile driving approach including equipment used and min. blow counts required to achieve min. bearing capacity indicated in structural notes section 316219 must be submitted to MUE for review and records. MUE recommends utilizing a small diesel or hydraulic *impact hammer* of 5–10 kip-ft rated energy and utilizing a pile timber cushion to prevent pile brooming.

5. Please confirm that piles driven in accordance with the stated pile lengths and driving criteria will be accepted without requiring additional embedment.
   Response: Certified pile driving logs must be maintained by the GC and submitted to MUE for review, and records.

6. Please confirm that additional pile length or driving effort beyond the stated criteria, if required to achieve acceptance, will be addressed as extra work.
   Response: Piles must be driving to achieve a min. allowable compression capacity of 5 tons but not less than 15ft into the bearing strata. See the geotechnical report and structural notes section 316219 for additional information.

7. If jetting is not permitted, please confirm whether vibratory hammer driving is allowed in lieu of jetting for pile erection and plumbness prior to final seating.

   Response: Jetting is not permitted. The project's Geotechnical Report recommends driving the piles utilizing an impact hammer to ensure min. required compression capacities as specified. See geotechnical report and reach out to geotechnical engineer of record for additional information.

THOMAS GEOTECHNICAL SERVICES
GEOTECHNICAL • TESTING • INSPECTIONS

October 27, 2025

Mr. Daniel Rey, P.E., Senior Project Manager
Stormwater J Engineering, Inc.
1855 Indian Road, Suite 202
West Palm Beach, FL 33409
Email: danielstormj@gmail.com
Phone: 561-242-0028

Re: **Geotechnical Engineering Study**
Indian Trail Improvement District
Proposed New Pier-Coconut Park
12622 89th Place N.
West Palm Beach, Florida 33412
TGS File No.

Dear Daniel:

TGS has completed a geotechnical engineering study for the above referenced project. This report includes the results of field testing and geotechnical recommendations for the proposed New Pier at Coconut Park in West Palm Beach, Florida.

EXECUTIVE SUMMARY

An exploration and evaluation of the subsurface conditions have been completed for the proposed new pier will likely include concrete or timber piles supporting a wood deck at Coconut Park in West Palm Beach, Florida. In general, beneath topsoil, the subsurface conditions primarily consisted of sandy soil, some silty and some with trace shell, followed by sand with limestone extending to the boring termination depths.

We understand the proposed new pier will be supported on 12-inch Pre-stressed Precast Square Concrete (PPSC) pile or 10-inch Timber pile foundations. The results indicate that capacities are generated relatively uniformly as the pile penetrates the substrata. When piles penetrate into medium dense sand or rock layers, refusal may be achieved and reach the design capacities at penetrations different than those indicated from the analyses.

Axial capacity analyses were performed for 12-inch PPSC and 10-inch Timber piles as required in the project using the program FB-DEEP. The results are presented in the Appendix.

The owner/designer should not rely solely on this Executive Summary and must read and evaluate the entire contents of this report prior to utilizing our engineering recommendations.

PROJECT INFORMATION

Project Authorization

TGS has completed a geotechnical exploration for the new pier to be constructed at Coconut Park in West Palm Beach, Florida. Mr. Jay G. Foy, P.E., President with Stormwater J Engineering, Inc. authorized our services by signing TGS Proposal File No.2510-620, dated October 8, 2025.

Project Description

Our understanding of the project is based on information provided by Mr. Daniel Rey, P.E., Senior Project Manager with Stormwater J Engineering, Inc. The project includes the new pier will likely include concrete or timber piles supporting a wood deck at Coconut Park in West Palm Beach, Florida.

The geotechnical recommendations presented in this report are based on the available project information, building location, and the subsurface materials described in this report. If any of the noted information is incorrect, please inform TGS in writing so that we may amend the recommendations presented in this report if appropriate and if desired by the client. TGS will not be responsible for the implementation of its recommendations when it is not notified of changes in the project.

Purpose and Scope of Services

The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable construction considerations.

Our scope of services included drilling two (2) Standard Penetration Test (SPT) borings to a depth of 55 feet below existing grade as well as the plus the preparation of this geotechnical report. Approximate locations of the SPT borings and soil profiles are indicated on Sheet 1 in the Appendix.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air on or below or around this site. Any statement in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes. Prior to further development of this site, an environmental assessment is advisable.

SUBSURFACE CONDITIONS

Subsurface Conditions

Review of "Soil Survey of Palm Beach County Area, Florida", prepared by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS), indicates the site is mapped as follows:

- (36) - Riviera fine sand, 0 to 2 percent slopes.
- (37) - Riviera fine sand, frequently ponded, 0 to 1 percent slopes.

A graphic depiction of the soil mapping is included in the Appendix as **Soil Map— Palm Beach County Area, Florida.**

Subsurface conditions at the site were explored with a total of two (2) SPT borings to depths of 55 feet below existing grade using a truck mounted drill rig BK-51. Samples of the in-place materials were recovered at frequent intervals using Split Spoon. The samples of the in-place soils were returned to our laboratory for classification by a geotechnical engineer. The samples were classified in general accordance with the Unified Soil Classification System (ASTM D 2488). The borings were located in the field by TGS personnel using a hand-held GPS device. The boring locations and soil profiles are presented on Sheet 1 in the Appendix.

In general, below topsoil, the subsurface consisted of sandy soil, some silty and some with trace shell, followed by sand with limestone extending to the boring termination depths. All depths should be considered approximate

Based on visual classifications, these soils are classified as sand (SP), sand trace shell (SP), sand with limestone (SP) in accordance with the Unified Soil Classification System. N-values indicate the sandy material of very loose to dense conditions.

The above subsurface description is of a generalized nature intended to highlight the major subsurface stratification features and material characteristics. The boring logs should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, and penetration resistances. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials, and the actual transition may be gradual. Water level information obtained during field operations is also shown on the boring logs. The samples that were not altered by laboratory testing will be retained for 30 days from the date of this report and then will be discarded.

Groundwater Information

The groundwater level was measured after completing the boreholes. The depth to the free water surface at the time of testing (October 15, 2025) was recorded at 4.5 feet below existing ground surface. Groundwater levels are expected to fluctuate with seasonal fluctuations changes.

In general, the seasonal high groundwater level is not intended to define a limit or ensure that future seasonal fluctuations in groundwater levels will not exceed the estimated levels. Post-development groundwater levels could exceed the normal seasonal high groundwater level estimate as a result of a series of rainfall events, changed conditions at the site that alter surface water drainage characteristics, or variations in the duration, intensity, or total volume of rainfall. **We recommend that the Contractor determine the actual groundwater levels at the time of the construction to determine groundwater impact on his or her construction procedures**

Groundwater conditions will vary with environmental variations and seasonal conditions, such as the frequency and magnitude of rainfall patterns, as well as man-made influences (i.e. existing canals, swales, irrigation, drainage ponds, underdrains and areas of covered soils, paved parking lots and sidewalks). Fluctuation should be anticipated. We recommend that the contractor determine the actual groundwater levels at the time of construction to determine groundwater impact on its construction procedure.

LABORATORY TESTING

General

Representative soil samples collected from the borings were classified and stratified in general accordance with the United Soil Classification System (USCS). Our classification was based on visual inspection, using the results from the laboratory testing as confirmation, if necessary.

EVALUATION AND RECOMMENDATIONS

The geotechnical study completed for the proposed New Pier at Coconut Park confirms that the site is suitable for the planned construction when viewed from a soil mechanics and foundation engineering perspective. Subsurface conditions at the site are not expected to impose any major geotechnical constraints or limitations for the proposed New Pier at Coconut Park in West Palm Beach, Florida.

The results of these analyses are attached in the appendix. **The Structural Engineer based on actual loading conditions and scour elevation will make final determination of minimum pile tip.**

Axial capacity analyses were performed for 12-inch PPSC piles and 10-inch timber piles as required in the project using the program FB-DEEP.

Driven Pile Axial Capacity

We understand the proposed New Pier will be supported on 12-inch PPSC pile or 10-inch timber pile foundations. The upper 8 feet of soil was ignored to account for the lake depth and an additional 7 feet were ignored to account for pre-drilling. We recommend allowable capacities be utilized for design purposes for this project**.** Axial capacity analyses were performed for 12-inch PPSC and timber piles as required in the project using the program FB-DEEP. The results are presented in Appendix. **The Structural Engineer based on actual loading conditions and scour elevation will make a final determination of minimum pile tip.**

The results indicate that capacities are generated relatively uniformly as the pile penetrates the substrata. When piles penetrate into very dense sand or rock layers, refusal may be achieved and reach the design capacities at penetrations different than those indicated from the analyses. **Hard driving conditions could be encountered when driving through sand with limestone.**

No reduction of the individual pile capacities will be required if piles are spaced center-to-center at 3 times their width or greater. The piles are expected to be bearing on rock or medium dense sand. Depending on the hammer being utilized, the Contractor should provide a driving criteria with WEAP analyses signed and sealed by a Professional Engineer registered in the State of Florida. Alternatively, the piles could be instrumented and dynamically tested.

Driven Timber Piles

We understand that the new Pier could be supported on 10-inch diameter treated timber piles. We believe that this type of foundation is acceptable to support these structures. Other pile material types such as polymer/plastic lumber, fiberglass-composite, or concrete are also acceptable. We recommend that TGS has an opportunity to review any changes to pile type, size, and/or material to confirm the suitability for the proposed used. To provide overall stability to the system, we recommend that the timber piling be cross-braced to minimize any horizontal loading and to control pile buckling.

Axial pile capacities were computed using the FDOT computer program FB-Deep. While FB-Deep does not have a timber pile type it is assumed that the unit skin friction and end bearing components of composite pile will be similar to that of a concrete cylinder pile. The upper 8 feet of soil was ignored to account for the lake depth and an additional 7 feet were ignored to account for pre-drilling. We recommend allowable capacities be utilized for design purposes for this project**.** The FB-Deep output files have been presented in Appendix

Construccction Consideration

Residential buildings, utilities and other structures are in the vicinity of the site; hence, inspection, settlement and vibration monitoring of the existing structures will be required in accordance with the FDOT Standard Specification Section 108.

REPORT LIMITATIONS

The recommendations submitted are based on the available subsurface information obtained by TGS and project information furnished by Mr. Daniel Rey, P.E., Senior Project Manager with Stormwater J Engineering, Inc. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, TGS should be notified immediately to determine if changes in the recommendations are required. If TGS is not retained to perform these functions, TGS will not be responsible for the impact of those conditions of the project.

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

This report has been prepared for the exclusive use of Stormwater J Engineering, Inc, for the specific application to the proposed New Pier-Coconut Park in West Palm Beach, Florida.

If you have any questions pertaining to this report, or if we may be of further service, please contact our office.

Respectfully submitted,

TGS

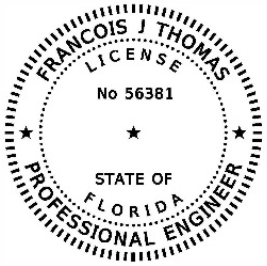
Maximo Peralta Alvarez, P.E.
Geotechnical Engineer
FL Registration No. 84213

Francois Thomas, P.E.
Principal Engineer
FL Registration No. 56381

MP/FT:

Attachment:

NRCS Soil Survey-Soil Map
FB-Deep Pile Capacity Curves–12-inch PPSC Pile
FB-Deep Pile Capacity Curves–10-inch Timber Pile
Boring Location Plan and Soil Profiles – Sheet 1



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT AR NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

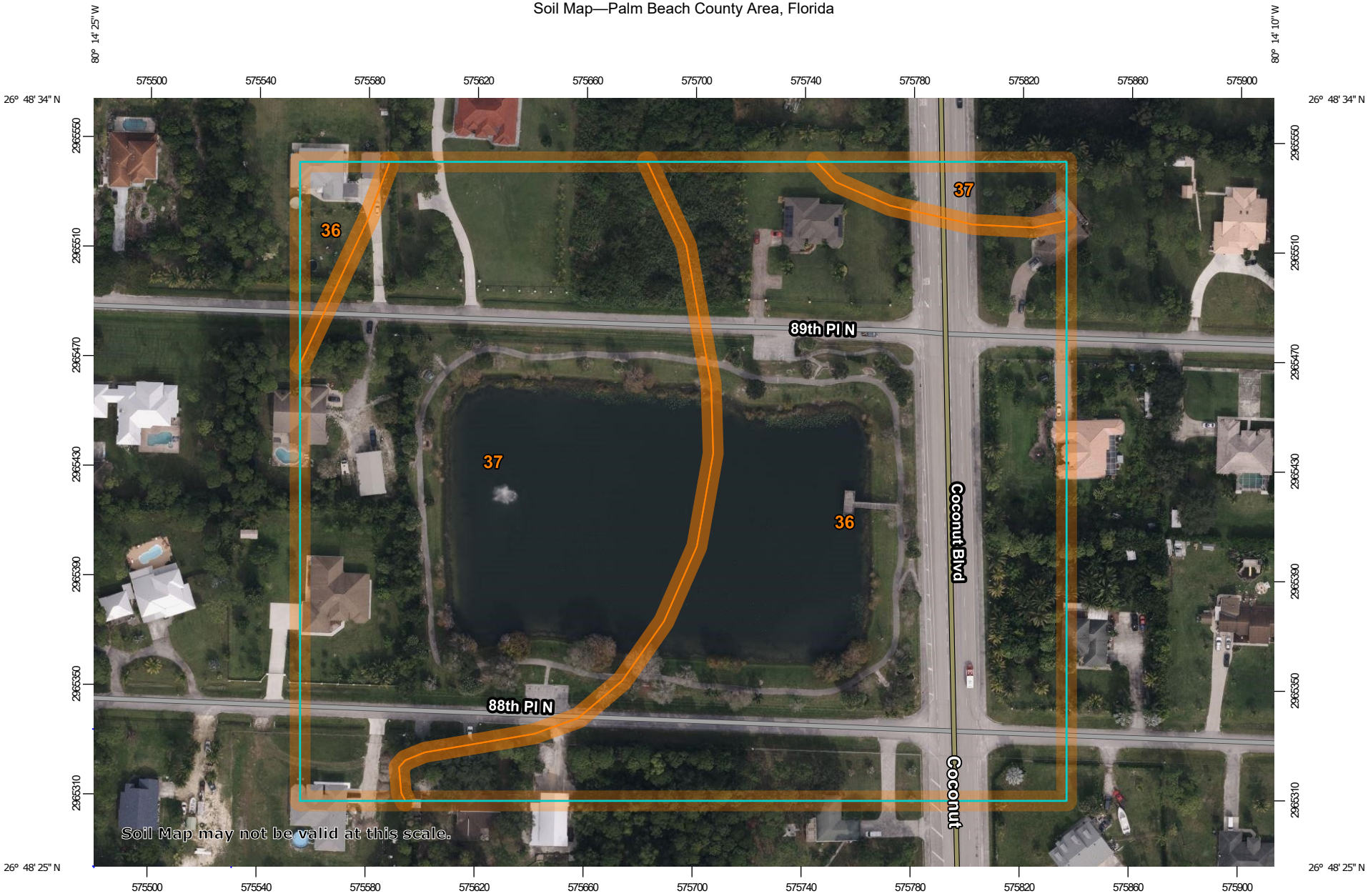
THOMAS GEOTECHNICAL SERVICES, LLC
6594 WOODLAKE ROAD
JUPITER, FL 33458
CERTIFICATE OF AUTHORIZATION 34141

APPENDIX

NRCS SOIL SURVEY-SOIL MAP
FB-DEEP PILE CAPACITY CURVES – 12-INCH PPSC PILE

FB-DEEP PILE CAPACITY CURVES – 10-INCH TIMBER PILE

BORING LOCATION PLAN AND SOIL PROFILE – SHEET 1



Map Scale: 1:1,980 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 25 50 100 150

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Palm Beach County Area, Florida
Survey Area Data: Version 22, Aug 29, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

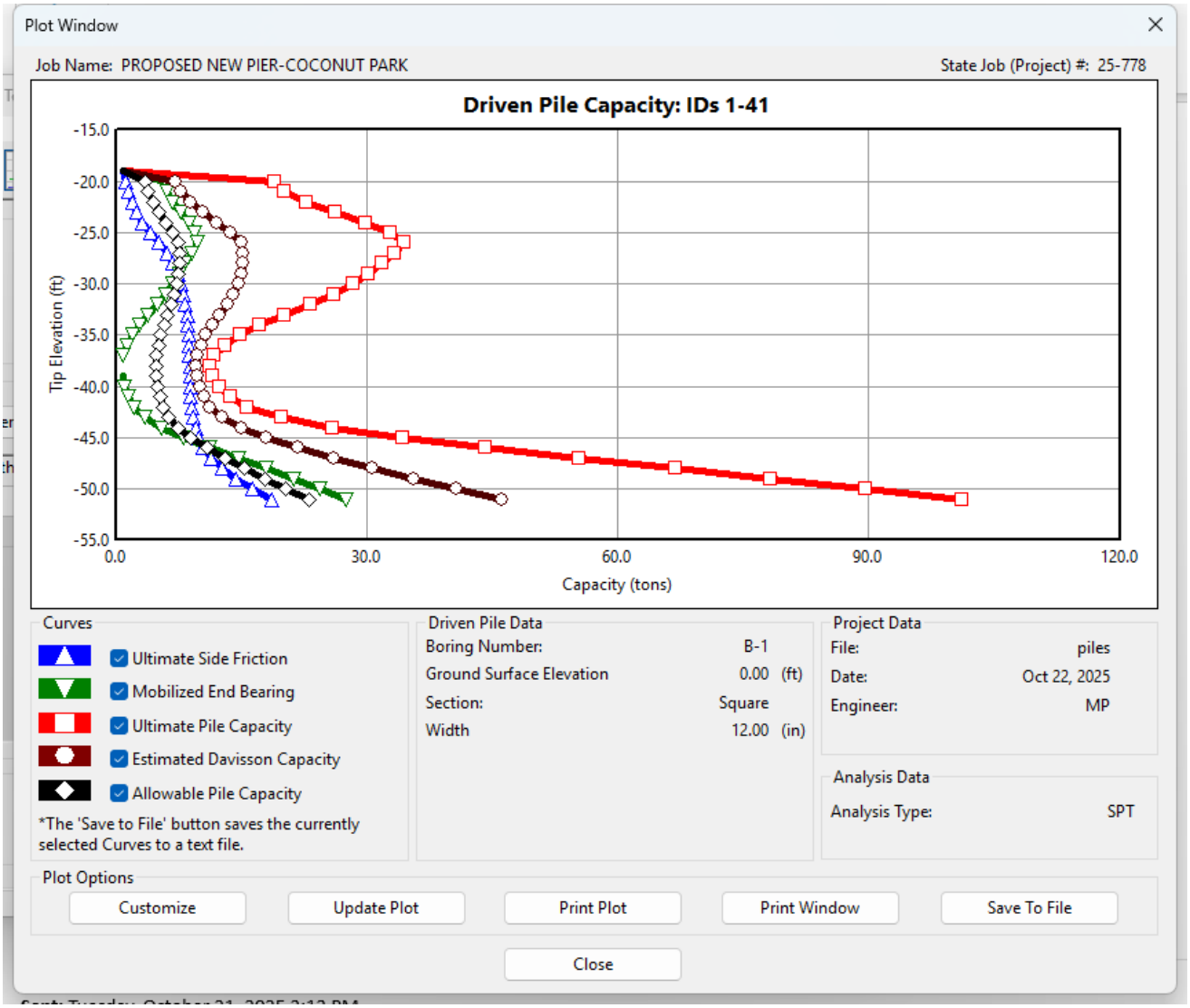
Date(s) aerial images were photographed: Dec 10, 2022—May 1, 2023

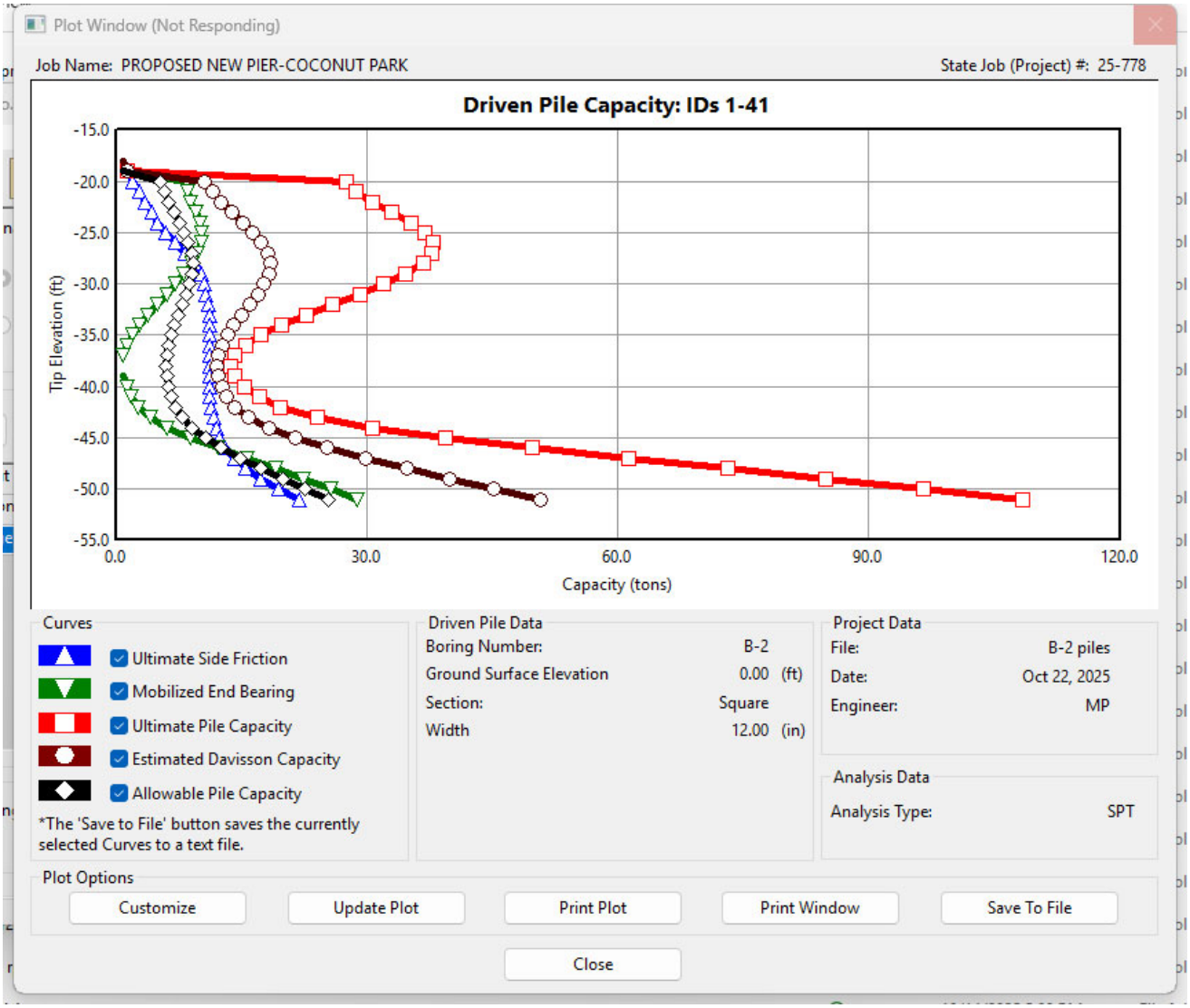
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

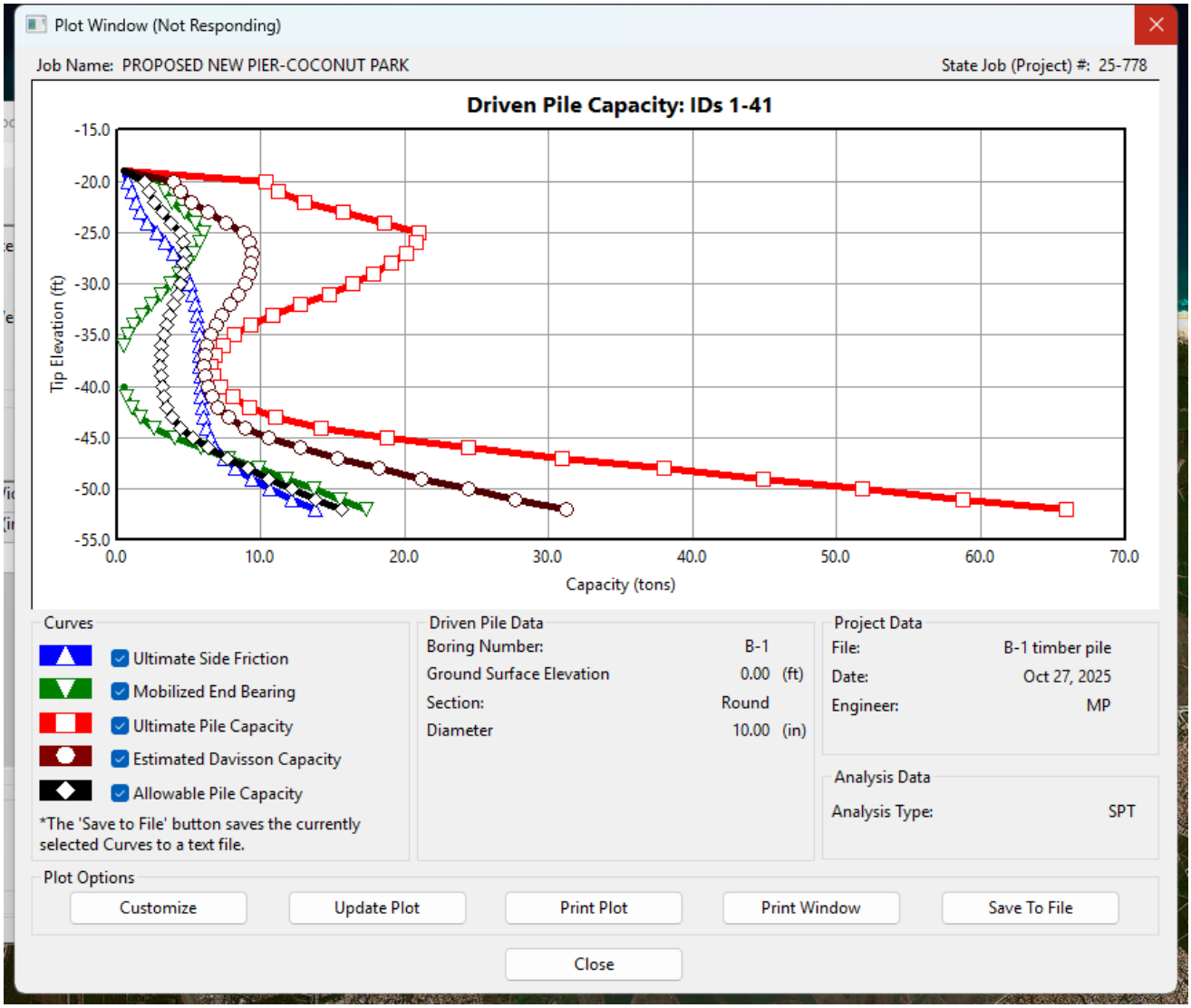
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
36	Riviera fine sand, 0 to 2 percent slopes	8.7	53.6%
37	Riviera fine sand, frequently ponded, 0 to 1 percent slopes	7.6	46.4%
Totals for Area of Interest		**16.3**	**100.0%**

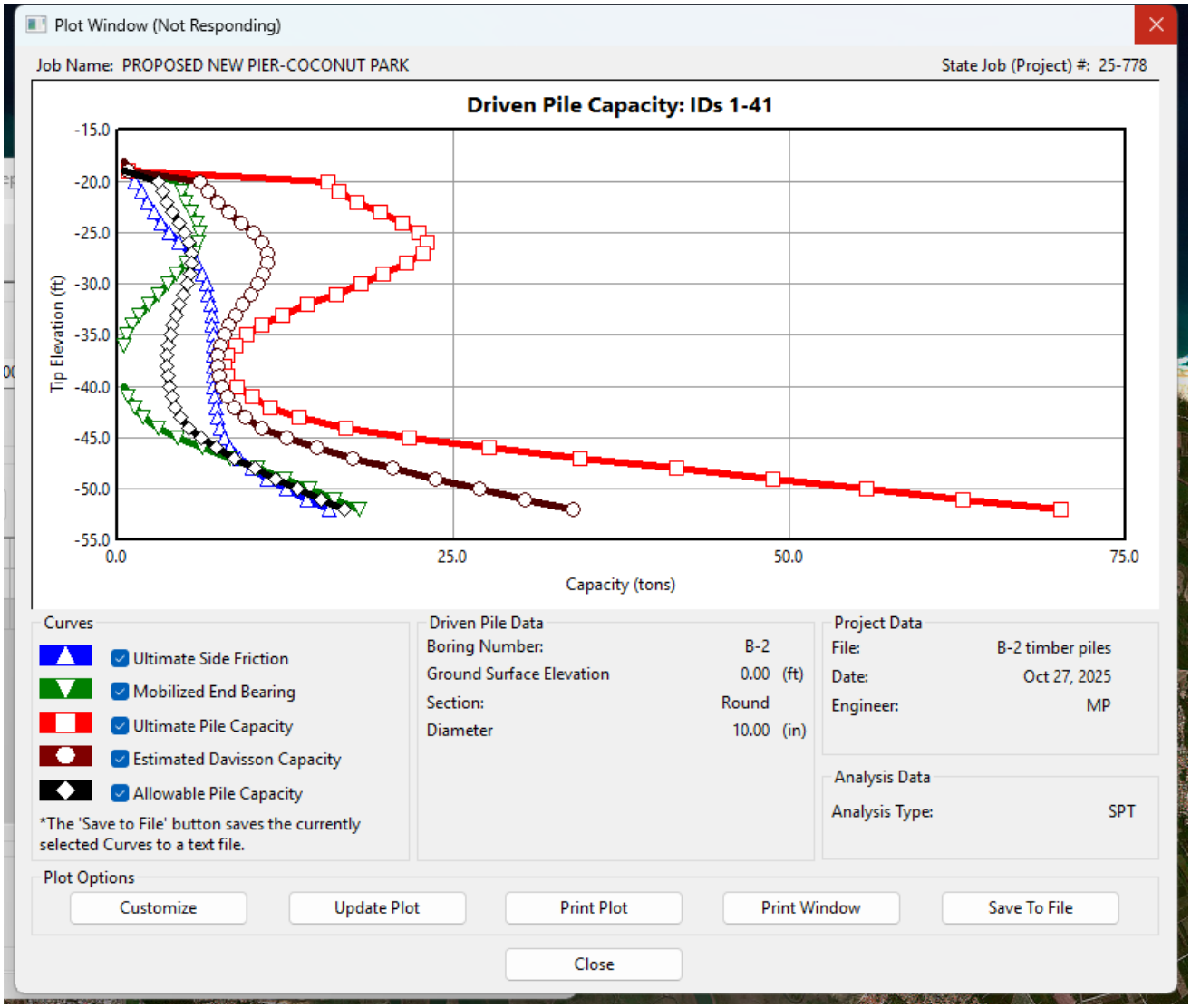
12-INCH PPSC PILE


Plot Window
Job Name: PROPOSED NEW PIER-COCONUT PARK
State Job (Project) #: 25-778
Driven Pile Capacity: IDs 1-41
Tip Elevation (ft)
-15.0
-20.0
-25.0
-30.0
-35.0
-40.0
-45.0
-50.0
-55.0
0.0
30.0
60.0
90.0
120.0
Capacity (tons)
Curves
Ultimate Side Friction
Mobilized End Bearing
Ultimate Pile Capacity
Estimated Davisson Capacity
Allowable Pile Capacity
*The 'Save to File' button saves the currently selected Curves to a text file.
Driven Pile Data
Boring Number: B-1
Ground Surface Elevation 0.00 (ft)
Section: Square
Width 12.00 (in)
Project Data
File: piles
Date: Oct 22, 2025
Engineer: MP
Analysis Data
Analysis Type: SPT
Plot Options
Customize
Update Plot
Print Plot
Print Window
Save To File
Close


Plot Window (Not Responding)
Job Name: PROPOSED NEW PIER-COCONUT PARK
State Job (Project) #: 25-778
Driven Pile Capacity: IDs 1-41
Tip Elevation (ft)
-15.0
-20.0
-25.0
-30.0
-35.0
-40.0
-45.0
-50.0
-55.0
0.0
30.0
60.0
90.0
120.0
Capacity (tons)
Curves
Ultimate Side Friction
Mobilized End Bearing
Ultimate Pile Capacity
Estimated Davisson Capacity
Allowable Pile Capacity
*The 'Save to File' button saves the currently selected Curves to a text file.
Driven Pile Data
Boring Number: B-2
Ground Surface Elevation 0.00 (ft)
Section: Square
Width 12.00 (in)
Project Data
File: B-2 piles
Date: Oct 22, 2025
Engineer: MP
Analysis Data
Analysis Type: SPT
Plot Options
Customize
Update Plot
Print Plot
Print Window
Save To File
Close

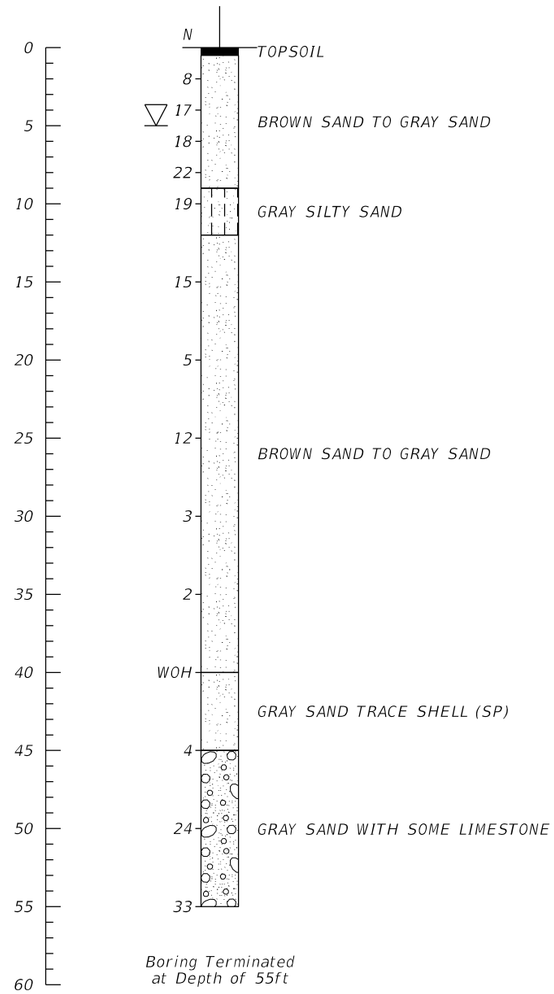
10-INCH TIMBER PILE

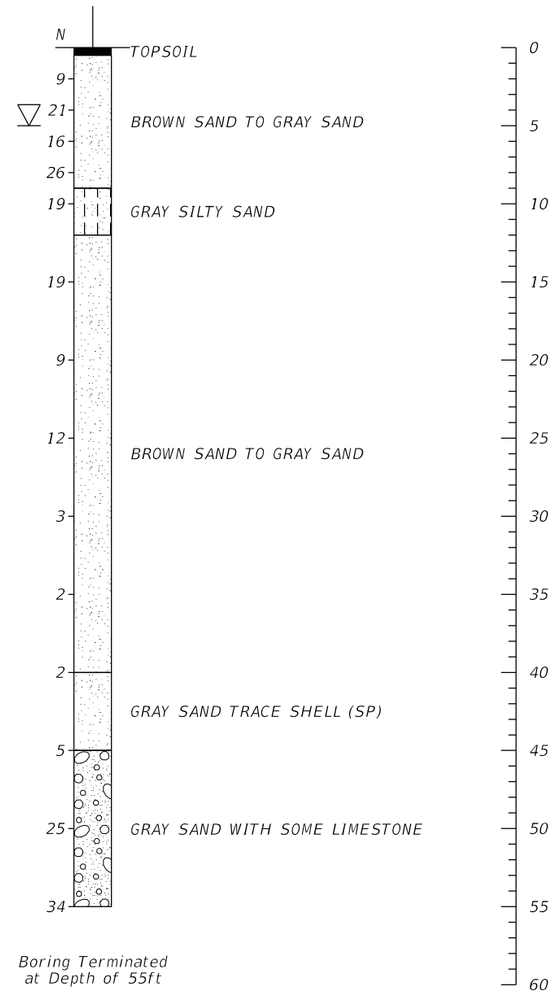

Plot Window (Not Responding)
Job Name: PROPOSED NEW PIER-COCONUT PARK
State Job (Project) #: 25-778
Driven Pile Capacity: IDs 1-41
Tip Elevation (ft)
-15.0
-20.0
-25.0
-30.0
-35.0
-40.0
-45.0
-50.0
-55.0
0.0
10.0
20.0
30.0
40.0
50.0
60.0
70.0
Capacity (tons)
Curves
Ultimate Side Friction
Mobilized End Bearing
Ultimate Pile Capacity
Estimated Davisson Capacity
Allowable Pile Capacity
*The 'Save to File' button saves the currently selected Curves to a text file.
Driven Pile Data
Boring Number: B-1
Ground Surface Elevation 0.00 (ft)
Section: Round
Diameter 10.00 (in)
Project Data
File: B-1 timber pile
Date: Oct 27, 2025
Engineer: MP
Analysis Data
Analysis Type: SPT
Plot Options
Customize
Update Plot
Print Plot
Print Window
Save To File
Close


Plot Window (Not Responding)
Job Name: PROPOSED NEW PIER-COCONUT PARK
State Job (Project) #: 25-778
Driven Pile Capacity: IDs 1-41
Tip Elevation (ft)
-15.0
-20.0
-25.0
-30.0
-35.0
-40.0
-45.0
-50.0
-55.0
0.0
25.0
50.0
75.0
Capacity (tons)
Curves
Ultimate Side Friction
Mobilized End Bearing
Ultimate Pile Capacity
Estimated Davisson Capacity
Allowable Pile Capacity
*The 'Save to File' button saves the currently selected Curves to a text file.
Driven Pile Data
Boring Number: B-2
Ground Surface Elevation 0.00 (ft)
Section: Round
Diameter 10.00 (in)
Project Data
File: B-2 timber piles
Date: Oct 27, 2025
Engineer: MP
Analysis Data
Analysis Type: SPT
Plot Options
Customize
Update Plot
Print Plot
Print Window
Save To File
Close



APPROXIMATE LOCATION OF SPT BORING





Legend

- ▽ Depth of Groundwater Table from Ground Surface
- WOH Weight of Hammer
- Topsoil
- Sand
- Silty Sand
- Gravelly Sand

NOTES

1- SPT N-VALUES SHOWN ABOVE WERE OBTAINED USING AUTOMATIC HAMMERS. MOST DESIGN CALCULATIONS USE SAFETY HAMMER N-VALUES. THE ABOVE N-VALUES NEED TO BE CONVERTED TO SAFETY HAMMER EQUIVALENT VALUES

2- GEOGRAPHIC COORDINATES ARE APPROXIMATE, BASED ON HANDHELD GPS.

3- SPT DENOTES STANDARD PENETRATION TEST

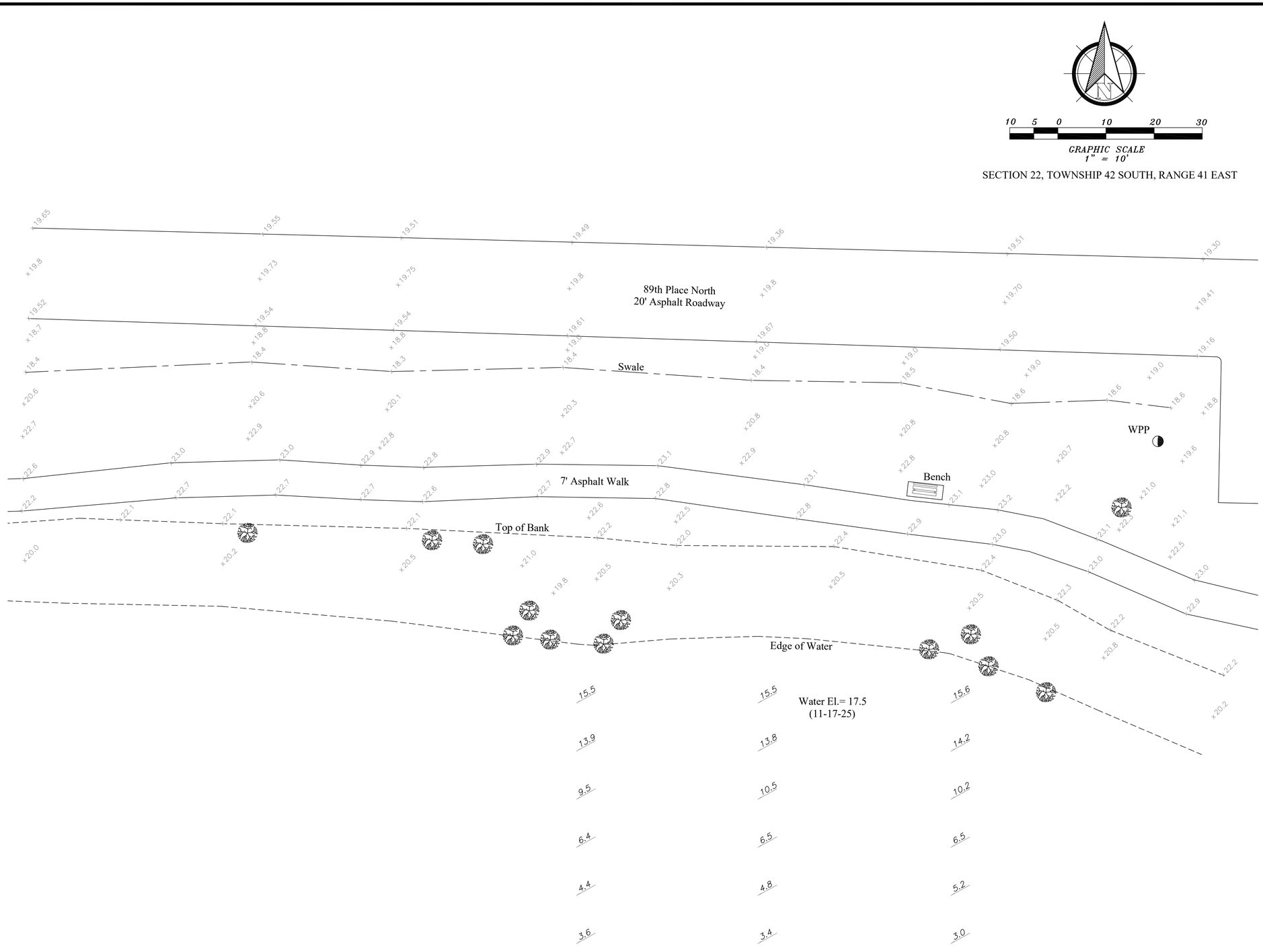
THOMAS GEOTECHNICAL SERVICES
GEOTECHNICAL • TESTING • INSPECTIONS

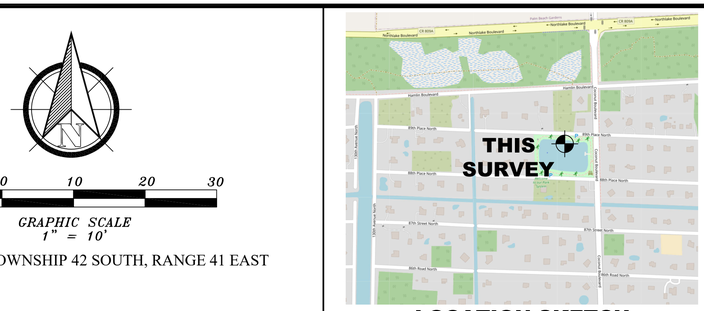
ENGINEER OF RECORD:
FRANCOIS THOMAS, P.E.
FLORIDA LICENSE NO.:
56381

PROJECT ID NUMBER:
25-778

BORING LOCATION PLAN / SOIL STRATIGRAPHY
PROPOSED PIER
COCONUT PARK
12622 89TH PLACE NORTH
WEST PALM BEACH, FLORIDA

Sheet:
1





LOCATION SKETCH NTS

10 5 0 10 20 30

GRAPHIC SCALE
1" = 10'

SECTION 22, TOWNSHIP 42 SOUTH, RANGE 41 EAST

LEGEND:

TREE — WOOD POWER POLE (WPP)

3.6 SOUNDING ELEVATION — x 19.41 GROUND ELEVATION

SURVEYOR'S NOTES:

THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW THE EXISTING HORIZONTAL AND VERTICAL CONDITIONS OF THE LAND SHOWN HEREON, AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

THIS IS NOT A BOUNDARY SURVEY.

ACCURACY STATEMENT: A FIELD SURVEY WAS PERFORMED IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES. THE ACCURACY OF CONTROL DATA WAS VERIFIED BY REDUNDANT MEASUREMENTS AND EXCEEDS COMMERCIAL/HIGH RISK: LINEAR: 1 FOOT IN 10,000 FEET.

BENCHMARK REFERENCE: ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATION AS COLLECTED THROUGH THE FLORIDA PERMANENT REFERENCE NETWORK AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT.

THERE MAY BE ADDITIONAL MATTERS OF RECORD THAT AFFECT THE PROPERTY SHOWN HEREON WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALL RECORDS SHOWN HEREON ARE REFERENCED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

DATE OF FIELD SURVEY: 11/11/2025

LEGAL DESCRIPTION:

A portion of the North 478 feet of the South 4930 feet of the West 627 feet of the East 3315 feet of Section 22, Township 42 South, Range 41 East, Palm Beach County, Florida.

No.	DESCRIPTION	BY	DATE

REVISIONS

COCONUT PARK PIER
SPECIFIC PURPOSE SURVEY

PROJECT ADDRESS:
12594 89TH Place N
West Palm Beach, Florida 33412

DJG Surveying and Mapping, Inc.
16889 W Edinburgh Dr - Loxahatchee, FL 33470
PHONE: 954-677-7244 - EMAIL: admin@djgsurvey.com
www.djgsurvey.com
LB# 7682

JOB NO.	25-1102
DRAWN BY:	MRK
CHECKED BY:	DJG
SCALE:	1" = 10'

Not valid without an authenticated electronic signature and electronic seal, or the original signature and seal of a Florida licensed Surveyor and Mapper

11/19/2025
DENNIS J. GABRIELE
Professional Surveyor and Mapper
NO. LS 5709
State of Florida

SHEET NO.:
1 of 1

INDIAN TRAIL IMPROVEMENT DISTRICT

INVITATION TO BID

Coconut Park Pier
PROJECT NO. 91084.P12

FORM C-201

QUALIFICATION OF BIDDERS

The following Questionnaire shall be completed and submitted with the Bid. In submitting this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained. Failure to submit or complete this Form will render the Bid non-responsive and be disqualified from consideration.

1) Legal Name of Business, Address, Telephone Number and E-Mail Address

SoCal Shaker Plates & Construction Site Services LLC dba National General Construction

648 Riverside Rd North Palm Beach FL 33408

951-813-8541

mc@nationalgc.net

SAM.gov Unique Entity ID (UEI): HJ9TEHYU32W1

SAM.gov Registration Status: Active [✓] Inactive [ ] **Exp. Date:** 04/14/2026

2) Form of Business: Corporation___; LLC: ✓ ; Partnership___; Sole Proprietor _____

3) If a Corporation or LLC, state:

Date of Incorporation/Registration: August 2021

State in which Incorporated/Registered: Florida

Name and Title of Principal Officers/Managers	Position
Maverick Cissell	Manager Member

4) If an Out-of-State Corporation/LLC currently authorized to do business in Florida, give date of such authorization:

_____

5) If Partnership:

Date of organization: _____

Nature of Partnership (General, Limited, or Other):

Names and Addresses of Partners:

6) If a Sole Proprietor, state -- Name & Address of Owner:

7) The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

8) Identify State, County, or other Public Agencies in which your organization is qualified to perform work by some form of pre-qualification:

AGENCY	TRADE IN WHICH QUALIFIED	APPROVAL DATE	EXPIRATION DATE
FWC	General Contractor	01/07/2026	08/31/2026

9) Describe your organizational structure, including the number of permanent employees engaged in cost estimating, purchasing, expediting, detailing, engineering, field supervision, field engineering, and layout: 5 Full time employees

Estimating/Purchasing/Expediting/Detailing/Engineering - 2

Field Supervision - 4

(Use extension sheet if necessary)

10) Indicate type of contracting undertaken by your Organization and number of years experience:

As Prime Contractor: Type: Commercial No. of Years 4.5

Type: Public Works No. of Years 4.5

As Subcontractor: Type:_____ No. of Years_____

We bid as Prime Contractor

Type:_____ No of Years _____

FEMA/Federally Funded Projects: Number of projects completed in the last 5 years: 0

11) Note any special qualifications of firm members relevant to the Work (Marine Construction, Pile Driving, Specialty Railing Engineering, FEMA Project History, Registered Engineer, Surveyor, specialty licenses, etc.):

(Use extension sheet if necessary)

12) Has the bidder or his or her representative inspected the proposed project site? YES ✓ NO ____

13) Does the Bidder have a complete plan for its performance? YES ✓ NO ____

Explain: Will provide upon contract award

14) Will Bidder subcontract any part of this work? YES ✓ NO ____,

If yes, please identify each subcontractor that will perform work **in excess of the percent (10%) of the contract amount** and the work that each will perform.

Subcontractor	Work to be Performed
Megalodon Marine Const LLC	Dock

15) What equipment does Bidder own that is available for the work?

Dozer, loader, excavators, trucks, trailers, skidsteer

16) What equipment will Bidder purchase for the proposed work? If none, so state.

None

17) What equipment will you rent for the proposed work? If none, so state.

None

18) State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

Maverick Cissell - holds our CGC license and has 16 years experience in the construction business

19) List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were also principals or officers.

None

20) List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. If none, so state.

None

21) List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). If none, so state.

None

22) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. If none, so state.

None

23) List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. If none, so state.

None

24) Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? YES _____ NO ✓ If yes, provide details.

25) List and disclose any and all business relations with any members of the District Board of Supervisors. If none, so state.

None

26) Identify & explain any similar projects you have failed to complete in the last five years. If none, so state.

None

(Use extension sheet if necessary)

27) Has your organization, or any officer or partner thereof, ever been party to any criminal litigation as a result of methods, costs, etc. ? YES ____ NO ✓.

If yes, state case number, case name, and provide pertinent details, including outcome/judgment:

(Attach extension sheet if necessary)

28) Has your organization, or any officer or partner thereof, ever been party to any civil litigation as result of methods, costs, etc.? YES ____ NO ✓

If yes, state case number, case name, and provide pertinent details, including outcome/judgment:

(Attach extension sheet if necessary)

29) Please provide the names and addresses of three (3) recent former clients who can attest to Bidder's ability to perform the Work:

Ann Mullen Treasure Coast Airport 3000 Curtis King Blvd, Ft Pierce, FL 34946

Mark Cammarene Fairwinds Golf Course, Ft Pierce, FL 34946

Zak Sherman City Port St Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 **day of** January, **20** 26**, by** Maverick Cissell **(Name)**, **as** Manager Member **(Title)** **of** SoCal Shaker Plates & Const Site Services LLC dba National General Const **(Company Name)**, **on behalf of the Company who is**

☑ **personally known to me or who** ☐ **has produced** _____ **as identification.**

(NOTARY STAMP)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Nikki Smith

Notary Public

Nikki Smith

Name Printed

END OF FORM

Maverick Cissell

648 Riverside Rd, North Palm Beach, FL 33408
951-813-8541
Mc@nationalgc.net

Experience

01/19-Present **SoCal Shaker Plates & Construction Site Services**-**General Contractor** (951-813-8541)

01/13-5/24 **Fire Fighter Paramedic-Orange County Fire Authority** (714-573-6000)

03/15-12/24 **Realtor- Self Made Real Estate** (951-634-8841)

11/10-12/12 **Apprentice Firefighter-Brea Fire Department** (714-990-7600)

7/10-12/12 **Reserve Firefighter**-**Pala Fire Department** (760-742-1632)

4/10-10/10 **Volunteer Firefighter**- **San Diego County Fire Authority - Palomar Mountain Volunteer Fire Department** (760-742-3701)

10/10-12/12 **A and N Collections**- **Collection Agent** (888-622-4773)

4/10-6/10 **Riverside Community College Fire Academy**

5/07-10/10 **Cissell Construction-General Contractor Assistant** (951-699-1205)

8/06-4/07 **Barney's Tires and Wheels-Tire Changer** (951-676-6010)

Education

- Contractor License CA- B, C12, C-21, and D64
- Contractor License FL- A
- California Firefighter 1 Certification
- Paramedic License
- Class A Driver License
- OCFA Development Series 1,2,3 and 4
- Auto Extrication
- Confined Space Rescue Awareness
- Rapid Intervention Crew Tactics
- Trench Rescue
- ICS-100 Introduction to the Incident
- Command System
- ICS-200
- S-190
- S-290
- IS-700
- IS-800
- Firefighter 1 Academy at RCC

EVAC (Defensive Driving Class)
-Fire Control 1 Basic Fire Chemistry
-Fire Control 3B Structural Fire Fighting
-Fire Control 4A and 4B Flammable
-Gases and Liquids Fire Fighting
-Fire Control 6 Wildland Fire
-Fighting Essentials
-Fire Control 7 Wildland Fire
-Fighting
-Hazardous Material First
-Responder Awareness
-Operations
-Hazardous Materials First Responder
-Operations Decon
-Hazmat Technician
-High School Diploma

SoCal Shaker Plates & Construction Site Services, LLC
dba National General Construction
643 US Hwy 1 # 13094, N Palm Beach, FL 33408
951-813-8541 mc@nationalgc.net
LIC# CGC 1533402

CONSTRUCTION MANAGEMENT

Name	Title	Time with Company	Time in Const
Maverick Cissell	Manager Member / Site Supervisor	4 years 5 Months	18 Years
Jay Z Zuppardo	Site Super / Project Mgr	4 Years 5 Months	16 Years
Jay A Zuppardo	Site Super / Project Mgr	4 Years 5 Months	49 Years
Matt Vincent	Project Mgr	0 Years 2 Months	24 Years

SoCal Shaker Plates & Construction Site Services, LLC
643 US Hwy 1 Unit 13094, N Palm Beach, FL 33408
951-813-8541 mc@nationalgc.net
CA LIC# 1099259 FL LIC# CGC 1533402

THERE WAS NO FORM IN THE PACKAGE FOR THE REFERENCES

St Lucie County	Treasure Coast Airport New Parking Lot	Ft Pierce, FL
$ 1,275,424.65	Aug 2025 - Jan 2026	
Ann Mullen	772-462-2350	Ann.Mullen@stlucieco.gov

Grading to create new parking lot; paving, striping, signage, drainage; underground electric for light poles; low voltage for security cameras; ADA sidewalk path connecting lot to terminal; landscaping

St Lucie County	Fairwinds Golf Course Cart Storage Barn	Ft Pierce, FL
$415,740.00	Nov 2024 - May 2025	
Mark Cammarene	772-462-2707	Mark.Cammarene@stlucieco.gov

Demo existing cart barn, grading to expand existing slab, install pre-fab metal building, install electric, move plumbing to new cart wash station, paving cart access to building, landscaping, repairs to existing irrigation system

City Port St Lucie	Preserve Trail at The Port	Port St Lucie, FL
$822,950.00	Nov 2025 - March 2026	
Zak Sherman	772-871-5083	zsherman@cityofpsl.com

Install 3,000+ LF raised boardwalk, concrete sidewalk & stabilized trail connecting to existing Pioneer Park, install benches, trash receptacles, potable water, signage, repairs to existing Pioneer Park amenities & artificial turf

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

Coconut Park Pier
PROJECT NO 91084.P12

C-410 BID FORM

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INDIAN TRAIL IMPROVEMENT DISTRICT
13476 61st Street North
West Palm Beach, Florida 33412

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: Indian Trail Improvement District, 13476 61st Street North, West Palm Beach, FL 33412 via Demandstar.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS AND CERTIFICATIONS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In accordance with §287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or series to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, 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 §287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.03 In accordance with §287.135, Florida Statutes, Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in a Boycott of Israel.

2.04 Contractor understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing with regard to this Project conducted pursuant to §20.055, F.S., or otherwise by law.

2.05 Contractor, or a subcontractor performing work for Contractor, understands and will comply with the requirements of Section 448.095, Florida Statutes, requiring compliance with E-Verify and will not knowingly hire, recruit or refer an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and in violation of Section 448.09(1), Florida Statutes.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined or chosen not to visit the site and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged below:

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Addendum No.	Addendum Date
01	01/09/2026
02	01/14/2026
03	01/20/2026

B. Bidder has visited the Site or chosen not to visit the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

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

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

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

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the State of Florida no later than the date of execution of the Agreement.

K. Bidder is currently registered in the System for Award Management (**SAM.gov**) and possesses a valid **Unique Entity ID (UEI)**. Bidder represents that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

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ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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

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

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

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

ARTICLE 5 – BASIS OF BID

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

Lump Sum Bid Price	$ 246,000.00

Time to Completion – Only to be used in case of Lump Sum Bid ties	45 days

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before **March 31, 2026**, in accordance with the FEMA Activity Completion Date for Project #803543.

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents shall be submitted with and made a condition of this Bid:

A. This Form (Bid Form C-4110)
B. List of Proposed Subcontractors (to be included with Form 201-C);
C. List of Proposed Suppliers (to be included with Form 201-C);

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D. List of Project References (to be included with Form 201-C);
E. List of Key Personnel (to be included with Form 201-C);
F. List of Key Equipment (to be included with Form 201-C);
G. ~~Unit Price Schedule~~; *(Not Applicable)*
H. Evidence of authority to do business in the State of Florida;
I. Current Palm Beach County Business Tax Receipt(s);
J. Contractor's License(s);
K. Evidence of Active SAM.gov Registration & UEI Number;
L. Form C-201, Qualification of Bidder;
M. ~~Bidder's Election Form~~; *(Intentionally Deleted)*
N. Contractor's Corporate or LLC Resolution (whichever appropriate) (C–412 included);
O. Statement on Public Entity Crimes (C–413 included);
P. Non-Collusion Affidavit (C–414 included);
Q. Drug Free Workplace Certificate (C–415 included);
R. Ethics Statement (C–416 included);
S. Anti-Kickback Affidavit (C–417 included);
T. Trench Safety Affidavit (C–418 included);
U. Prohibition on Contracting with Scrutinizing Companies affidavit (Form C-419 included);
V. NPDES Illicit Discharge Agreement (Form C-421included);
W. Notice of Compliance Sunshine State One-Call (Form C-423 included)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

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A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest _____

Date of Qualification to do business in the State of Florida is ____/____/____.

A Limited Liability Company

Business Name: SoCal Shaker Plates & Construction Site Services LLC dba national General Construction

State of Registration: Florida

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): Maverick Cissell

Title: Managing Member

Date of Qualification to do business in the State of Florida is 08 / 27 / 2021

Bidder's Business Address 648 Riverside Rd North Palm Beach FL 33408

Phone No. 951-813-8541 Fax No. _____

E-mail mc@nationalgc.net

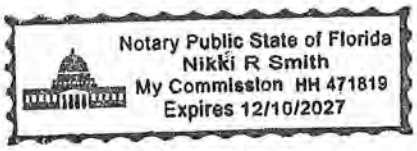
DATE SUBMITTED 01/23, 2026

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STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [___] online notarization this 23 day of January, 2025 26, by Maverick Cissell as Manager Member [Title] for SoCal Shaker Plates & Construction Site Services LLC dba National General Construction [Name of Vendor] on behalf of whom this instrument was executed).



(NOTARY STAMP)

Nikki Smith
Notary Public-State of Florida)

Nikki Smith
[Name of Notary Typed, Printed, or Stamped]

Personally Known ✓ OR Produced Identification ___

Type of Identification Produced ___

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As Subcontractor: Type:_____ No. of Years_____

We bid as Prime Contractor

Type:_____ No of Years _____

FEMA/Federally Funded Projects: Number of projects completed in the last 5 years: 0

11) Note any special qualifications of firm members relevant to the Work (Marine Construction, Pile Driving, Specialty Railing Engineering, FEMA Project History, Registered Engineer, Surveyor, specialty licenses, etc.):

(Use extension sheet if necessary)

12) Has the bidder or his or her representative inspected the proposed project site? YES ✓ NO ____

13) Does the Bidder have a complete plan for its performance? YES ✓ NO ____

Explain: Will provide upon contract award

14) Will Bidder subcontract any part of this work? YES ✓ NO ____,

If yes, please identify each subcontractor that will perform work **in excess of the percent (10%) of the contract amount** and the work that each will perform.

Subcontractor	Work to be Performed
Megalodon Marine Const LLC	Dock

15) What equipment does Bidder own that is available for the work?

Dozer, loader, excavators, trucks, trailers, skidsteer

16) What equipment will Bidder purchase for the proposed work? If none, so state.

None

17) What equipment will you rent for the proposed work? If none, so state.

None

18) State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

Maverick Cissell - holds our CGC license and has 16 years experience in the construction business

19) List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were also principals or officers.

None

20) List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. If none, so state.

None

21) List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). If none, so state.

None

SoCal Shaker Plates & Construction Site Services, LLC
643 US Hwy 1 Unit 13094, N Palm Beach, FL 33408
951-813-8541 mc@nationalgc.net
CA LIC# 1099259 FL LIC# CGC 1533402

THERE WAS NO FORM IN THE PACKAGE FOR THE REFERENCES

St Lucie County	Treasure Coast Airport New Parking Lot	Ft Pierce, FL
$ 1,275,424.65	Aug 2025 - Jan 2026	
Ann Mullen	772-462-2350	Ann.Mullen@stlucieco.gov

Grading to create new parking lot; paving, striping, signage, drainage; underground electric for light poles; low voltage for security cameras; ADA sidewalk path connecting lot to terminal; landscaping

St Lucie County	Fairwinds Golf Course Cart Storage Barn	Ft Pierce, FL
$415,740.00	Nov 2024 - May 2025	
Mark Cammarene	772-462-2707	Mark.Cammarene@stlucieco.gov

Demo existing cart barn, grading to expand existing slab, install pre-fab metal building, install electric, move plumbing to new cart wash station, paving cart access to building, landscaping, repairs to existing irrigation system

City Port St Lucie	Preserve Trail at The Port	Port St Lucie, FL
$822,950.00	Nov 2025 - March 2026	
Zak Sherman	772-871-5083	zsherman@cityofpsl.com

Install 3,000+ LF raised boardwalk, concrete sidewalk & stabilized trail connecting to existing Pioneer Park, install benches, trash receptacles, potable water, signage, repairs to existing Pioneer Park amenities & artificial turf

(Attach extension sheet if necessary)

28) Has your organization, or any officer or partner thereof, ever been party to any civil litigation as result of methods, costs, etc.? YES ____ NO ✓

If yes, state case number, case name, and provide pertinent details, including outcome/judgment:

(Attach extension sheet if necessary)

29) Please provide the names and addresses of three (3) recent former clients who can attest to Bidder's ability to perform the Work:

Ann Mullen Treasure Coast Airport 3000 Curtis King Blvd, Ft Pierce, FL 34946

Mark Cammarene Fairwinds Golf Course, Ft Pierce, FL 34946

Zak Sherman City Port St Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 **day of** January, **20** 26, **by** Maverick Cissell **(Name)**, **as** Manager Member **(Title)** **of** SoCal Shaker Plates & Const Site Services LLC dba National General Const **(Company Name)**, **on behalf of the Company who is** ☑ **personally known to me or who** ☐ **has produced** _____ **as identification.**

(NOTARY STAMP)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Nikki Smith

Notary Public

Nikki Smith

Name Printed

END OF FORM

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-412.2-LLC
CONTRACTOR'S RESOLUTION OF AUTHORITY

SoCal Shaker Plates & Construction Site Services LLC dba National General Construction
(Company Name)

WHEREAS, Indian Trail Improvement District, an independent special district of the State of Florida ("District"), has requested a bid to do certain work as further described in District's Contract Documents; and

WHEREAS, this Company submitted a Bid in accordance with the aforementioned Contract Documents; and

WHEREAS, a proposed Agreement has been presented to this Company by District to perform the work set forth in this Company's Proposal; and

WHEREAS, this Company desires to enter into an Agreement with District;

NOW, THEREFORE, BE IT RESOLVED, that Maverick Cissell, the Managing Member of this Company, be and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this Company the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated, with a copy thereof being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the Managing Member of this Company be and is hereby authorized, empowered, and directed in the name and for the account of this Company to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Managers of SoCal ShakerPlates & Construction Site Services LLC dba National General Construction, **LLC**, a limited liability company duly organized and existing under the laws of the State of Florida, having its principal place of business at 648 Riverside Rd (Address), North Palm Beach (City), and authorized and qualified to conduct business in the State of Florida, duly adopted in accordance with its Articles of Organization or Operating Agreement and recorded in the Minutes of the meeting of the Managers held on the 27 day of August, 2021, and now in full force and effect.

IN WITNESS WHEREOF, I have here unto subscribed my name this 23 day of January, 2026, on behalf of the Company.

[SEAL]

_____, Managing Member
(Name Signed)

Maverick Cissell Manager Member
(Name and Title Printed)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 day of January, 2026, by Maverick Cissell (Name), as Managing Member of SoCal Shaker Plates & Const Site Services (Company Name) dba National General Const, LLC, on behalf of the Company who is

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Nikki Smith
Notary Public

Nikki Smith
Name Printed

Notary Public, State of Florida

23-0302

C-412-LLC-2

INDIAN TRAIL IMPROVEMENT DISTRICT
Coconut Park Pier
PROJECT NO 91084.P12

FORM C-413
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Indian Trail Improvement District by Maverick Cissell (Name of Person Signing Form) on behalf of SoCal Shaker Plates & Construction Site Services LLC dba National General Construction (Company Name), whose business address is 648 Riverside Rd (Address) North Palm Beach (City), FL (State) 33408 (Zip Code) and who's Federal Employer Identification Number (FEIN) is 85-4013411.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
   a. A predecessor or successor of a person convicted of a public entity crime or;
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Maverick Cissell Manager Member

Name and Title

Before me personally appeared Maverick Cissell, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23 day of January, 2026.

Nikki Smith

Notary Public, State of Florida

My Commission Expires: 12/10/2027

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-414
NON-COLLUSION AFFIDAVIT

State of Florida

County of Palm Beach

Maverick Cissell (Name), being first duly sworn, deposes and says that:

1. He/she is Manager Member (Title) of the party making the foregoing proposal or bid; and

2. The proposal or bid is genuine and not collusive or sham; and

3. Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Indian Trail Improvement District of any person interested in the proposed contract; and

4. All statements in the proposal or bid are true.

Maverick Cissell Manager Member

(Bidder, if the bidder is an Individual;
Partner, if the bidder is a Partnership;
Officer, if the bidder is a Corporation
Managing Member, if the bidder is an LLC)

SoCal Shaker Plates & Construction Site Services LLC dba National General Construction
(Bidder/*Company Name*)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 day of January, 20 26 by Maverick Cissell (Name), as Manager Member (Title) of SoCal Shaker Plates & Const Site Services LLC dba National General Construction (Company Name), on behalf of the Company who is

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Nikki Smith
Notary Public

Nikki Smith
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-415

DRUG-FREE WORKPLACE CERTIFICATION

Bidder acknowledges that preference shall be given to businesses with drug-free workplace programs pursuant to Section 287.087, Florida Statutes. Whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

SoCal Shaker Plates & Constrction Site Services LLC
dba National General Construction

COMPANY NAME

PROVIDER'S SIGNATURE

Maverick Cissell

PROVIDER'S NAME PRINTED

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-416

ETHICS STATEMENT

WHEREAS, Owner and Contractor intend by this Ethics Statement to address certain ethical understandings as to the Contractor's award or selection for its past, present or future provision of services or material pursuant to this Agreement.

NOW, THEREFORE, Owner and Contractor for and in consideration of the mutual understandings and covenants set forth in this Agreement together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct to the best of the knowledge of the parties hereto and are incorporated herein by this reference.

SECTION 2. STATEMENT. Contractor does hereby warrant, covenant, represent and state as follows:

(a) It has not, nor shall it employ or retain any person, other than a bona fide employee working solely for Contractor, to solicit or secure Owner's award or selection of Contractor for the provision of services or materials pursuant to Agreement.

(b) It has not, nor shall it pay or agree to pay any person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift, or other consideration that was or is contingent upon or resulting from Owner's award or selection of Contractor for the provision of services or materials pursuant to the Agreement.

(c) It has not, nor shall it pay any money or contribution to any officer, employee, or consultant of Owner as a fee, commission, kickback, reward, or gift directly or indirectly by any employee, consultant, officer, manager, member or director of the Contractor in the obtaining of Owner's award or selection of Contractor for the provision of services or materials pursuant to the Agreement.

(d) It has not, nor shall it collude, conspire, connive, or agree directly or indirectly with any person or firm in the submission of a collusive or sham proposal in connection with Owner's award or selection of the Contractor for the provision of services or materials pursuant to the Agreement.

(e) It shall adhere to the principles and conduct standards of District's ***Vendor Code of Conduct*** attached hereto as **Attachment "1"**

SECTION 3. ENFORCEMENT. If Owner determines that Contractor has violated any of its warranties, covenants, representations and statements as set forth in this Statement, Owner may terminate the Agreement with Contractor without liability and, at its discretion, Owner shall be entitled to deduct or otherwise recover from Contractor the full amount of any fee, commission, percentage, gift or other consideration that Contractor paid in order to obtain Owner's award or selection of Contractor for the provision of services or materials pursuant to the Agreement.

SECTION 4. CONFLICTS. To the extent there is any conflict between the provisions of this Statement and the Contract Documents, the terms and provisions of this Statement shall prevail.

SoCal Shaker Plates & Construction Site Services LLC
dba National General Construction
Vendor's Name

Signature

Maverick Cissell
Name Printed

Manager Member
Title

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [___] online notarization this 23 day of January, 2026, by Maverick Cissell as Manager Member [Title] for SoCal Shaker Plates & Construction Site Services LLC dba National General Construction [Name of Vendor] on behalf of whom this instrument was executed).

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

(NOTARY STAMP)

Notary Public-State of Florida)

Nikki Smith
[Name of Notary Typed, Printed, or Stamped]

Personally Known ✓ OR Produced Identification ___

Type of Identification Produced ___

ATTACHMENT 1
INDIAN TRAIL IMPROVEMENT DISTRICT
VENDOR CODE OF CONDUCT
Adopted by the Board of Supervisors
Pursuant to Resolution 2020-013
July 15, 2020

A. **PURPOSE.**

The District is committed to the highest standards of ethical and legal behavior and to the stewardship of taxpayer resources. We are governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and public being served. We expect our contractors, consultants, and suppliers (collectively "vendors") to share this commitment. **This Code of Conduct contains principles and conduct standards that vendors as well as their employees and subcontractors must adhere to as they provide commodities and services to the District.**

B. **VENDOR RESPONSIBILITY.** Vendors are responsible for ensuring that:

(1) This Code is shared with all individuals assigned to perform work on behalf of the District; and

(2) Any work performed for the District is done in full compliance with this Code, all applicable laws, regulations, and in accordance with the highest standards of ethical business conduct; and

(3) Any work performed for the District is done by trained individuals with the skills, expertise and certifications necessary to complete the job in a safe and proper manner.

C. **PRINCIPLES AND STANDARDS OF ETHICAL VENDOR CONDUCT.** The District expects its vendors to follow the Principles and Standards of Ethical Vendor Conduct based on the National Institute of Governmental Purchasing Code of Ethics. These include:

(1) **COMPLIANCE WITH LAWS AND REGULATIONS.**

Obeying the law, both in letter and in spirit, is the foundation on which the District's ethical standards are built. Vendors must comply with applicable laws, rules, and regulations at all levels of government in the United States, the State of Florida, and in any other jurisdiction in which the vendor does business.

(2) **CONFLICTS OF INTEREST.**

A conflict of interest exists when a vendor representative's direct or indirect personal interests are inconsistent with or interfere with the District's best interests. Vendors shall ensure no actual conflicts exist, nor the appearance or perception of unethical behavior by the vendor's employees in its dealings with the District. To avoid such conflicts, vendors shall, at a minimum, disclose to the District:

- Any direct or indirect personal interests in a vendor held by any employee or elected representative of the District; and
- Any family relationships with any employee or elected representative of the District.

(3) CONFIDENTIALITY.

Subject to the Sunshine Act or other State law, Vendors must maintain the confidentiality of proprietary information entrusted to them. Confidential information includes all non-public information that might be of use to competitors or other third parties harmful to the District's interests if disclosed. The obligation to preserve confidential information continues even after a vendor's business relationship with the District ends.

(4) PROTECTION AND PROPER USE OF DISTRICT ASSETS.

Vendors must protect the District's assets and ensure their proper and efficient use. Theft, carelessness, and waste have a direct harmful impact on the District's operations. The obligation of vendors to protect the District's assets includes, but is not limited to; its proprietary information, including intellectual property and copyrights, as well as business plans, databases, records, employment information, and any unpublished financial data and reports. Unauthorized use or distribution of this information violates District policy and may also be illegal and result in criminal and/or civil liability. The District retains the right to monitor its assets and work environments in compliance with applicable federal, state, and local laws. Vendors should have no expectation of privacy when using the District's work space, computers, voicemail, or systems to create, access, transmit, or store information.

(5) TIMELY AND TRUTHFUL REPORTING.

Vendors who prepare and submit financial, sales, payment, performance metrics, and other documents to or filed with the District, federal, state or other local authorities are required to make disclosures that are full, fair, accurate, timely, and understandable. Vendors may not knowingly conceal or falsify information, misrepresent material facts, or omit important information to mislead the District.

(6) HARASSMENT AND DISCRIMINATION.

The District expects its vendors to conduct themselves in a professional manner and to treat others with respect, fairness, and dignity. The District does not tolerate harassment or discrimination, including behavior, comments, jokes, slurs, e-mail messages, pictures, photographs, or other conduct that contributes to an intimidating or offensive work environment. Vendors shall comply with applicable federal, state, and local statutes prohibiting discrimination, and any behavior that creates an intimidating, offensive, or hostile work environment based upon an individual's race, color, national origin, gender, religion, age, disability, marital status, familial status, sexual orientation or genetic information.

(7) VENDOR GIFTS, GRATUITIES, OR RECIPROCITY.

The District has a strict "No Gifts" Policy. Accepting or giving a gift in a business setting can create a sense of obligation or the appearance of impropriety. The District prohibits its officers or employees from accepting gifts in violation of the Florida Code of Ethics, Chapter 112, Florida Statutes. Gifts can be anything of value, including, by way of example, tickets to sporting or other events, meals, discounts, trips, commodities, loans, or payments.

(8) RAISING CONCERNS AND COMPLAINTS.

Vendors are encouraged to report questionable activities to the District Executive Director. Complaints or concerns will be treated confidentially.

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID
FOR

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-417
ANTI-KICKBACK AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that no money or contributions have or will be paid to any officer(s) or employee(s) of the Indian Trail Improvement District as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the firm, as a result of or in connection with my Firm's submittal of the attached Bid.

By: _____
(Signature)

Maverick Cissell
(Name Printed)

Manager Member
(Title)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 day of January, 20 26, by Maverick Cissell (Name), as Manager Member (Title) of SoCal Shaker Plates & Const (Company Name) Site Services LLC dba National General Construction

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Notary Public

Nikki Smith
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-418

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

SoCal Shaker Plates & Construction Site Services LLC dba National General Const hereby provides written assurance that compliance with
(Name of Contractor)
applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (2019), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
		$
		$
		$
		$
		$
	Total	$0.00

(Signature) 01/23/2026 (Date)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 day of January, 20 26, by Maverick Cissell, as Manager Member of SoCal Shaker Plates & Const Site Services LLC dba National General Construction on behalf of the Company who is
(Name) (Title) (Company Name)

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Nikki Smith
Notary Public

Nikki Smith
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-419
SWORN STATEMENT UNDER SECTION 287.135, FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES PROVIDING GOODS OR SERVICES WITH ACTIVITIES IN SUDAN OR IRAN, OR ENGAGING IN BUSINESS IN CUBA OR SYRIA, OR ENGAGED IN A BOYCOTT OF ISRAEL

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Indian Trail Improvement District (the "District") by Maverick Cissell on behalf of SoCal Shaker Plates & Construction Site Services LLC dba National General Construction (the "Company"), whose business address is 648 Riverside Rd North Palm Beach FL 33408 and whose Federal Employer Identification Number (FEIN) is 85-4013411.

2. Based on information and belief, the statements which I have marked below are true in relation to the Company [*please check the appropriate boxes*].

The Company:

a. ☐ **is** [or] ☑ **is not** on the Scrutinized Companies with Activities in Sudan List; and

b. ☐ **is** [or] ☑ **is not** on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

c. ☐ **is** [or] ☑ **is not** engaged in business in Cuba or Syria

d.. ☐ **is** [or] ☑ **is not** on the Scrutinized Companies that Boycott Israel List.

3. Affiant acknowledges on behalf of the Company that:

a. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473,F.S., or is engaged in business in Cuba or Syria, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of $1 million or more; and

b. The District may terminate the contract if the company is found to have submitted a false certification in violation of §287.135, F.S., or is subsequently placed on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, on the Boycott of Israel List, or engages in business in Cuba or Syria.

MC Maverick Cissell
(Name)

Manager Member
(Title)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 day of January, 2026, by Maverick Cissell (Name), as Manager Member (Title) of SoCal Shaker Plates & Const Site (Company Name) on behalf of the Company who is Services LLC dba National General Construction

☑ personally known to me or who ☐ has produced _____ as identification.

(NOTARY STAMP)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Nikki Smith
Notary Public

Nikki Smith
Name Printed

INDIAN TRAIL IMPROVEMENT DISTRICT
INVITATION TO BID

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-420
HUMAN TRAFFICKING AFFIDAVIT (NONGOVERNMENTAL ENTITY)
(Section 787.06(13), Florida Statutes)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of SoCal Shaker Plates & Construction Site Services LLC dba National General Construction 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.

(Name Signed)

Maverick Cissell
(Name Printed)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence ☐ online notarization, this 23 day of January, 20 26, by Maverick Cissell as Manager Member of SoCal Shaker Plates & Const Site Services LLC dba National General Const, a Florida LLC (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is ☑ personally known to me or ☐ has produced _____ (Type of Identification) as identification.

Nikki Smith
of Notary Public

(Notary Seal) Signature

Nikki Smith
Print, Type or Stamp Name of Notary

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Notary Public

HH 471819
Serial Number, if any

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-421
NPDES ILLICIT DISCHARGE AGREEMENT

I, Maverick Cissell (Print First and Last), certify that I am an authorized agent of SoCal Shaker Plates & Construction Site Services LLC dba National General Construction (Print Company Name)

responsible for the overview and satisfactory completion of the above titled Project.

I acknowledge and agree to:

- Inform my field operators and other representatives to be observant and notify me of any Illicit Discharges discovered on District-owned property or waterways while my staff or representatives are performing work as related to the specific contract noted above.
- Train my field operators and other representatives on the conditions to be particularly observant of and if necessary, request Indian Trail Improvement District to hold additional training classes.
- Forward to District, with each billing cycle, a completed Illicit Discharge Detection Form (attached).
- Upon discovery of an illicit discharge, complete and forward to District an Illicit Discharge Detection Report (all forms available upon request to District)

(Signed)

Maverick Cissell
(Print Name)

Manager Member
(Title)

01/23/2026
(Date)

SoCal Shaker Plates & Construction Site Services LLC dba National General Construction
(Company Name)

[23-0804]

INDIAN TRAIL IMPROVEMENT DISTRICT

Coconut Park Pier
PROJECT NO 91084.P12

FORM C-423

NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES

Sunshine State One-Call

The undersigned Contractor hereby confirms to Owner and Engineer that Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. §556.105 before the commencement of any excavation or demolition required for the Work.

Executed this 23 day of January, 20 26.

SoCal Shaker Plates & Construction Site Services LLC
dba National General Construction
(Name of Contractor)

(Signature)

Maverick Cissell
(Print Name)

Manager Member
(Title)

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/20/2026

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

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

PRODUCER Caracciolo Insurance Services, Inc. Dba Insurance Allstars Agency 43950 Margarita Road Suite C Temecula CA 92592	**CONTACT NAME:** Anthony Caracciolo **PHONE (A/C, No, Ext):** (951) 397-4010 **FAX (A/C, No):** (951) 742-4643 **E-MAIL ADDRESS:** Anthony@insallstars.com
INSURED So Cal Shaker Plates and construction site services LLC DBA: National SWPPP Services 643 US Hwy 1 Unit 13094 Palm Beach FL 33408	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** PartnerRE INS SOL BERMUDA, LTD — AA-3191504 **INSURER B :** WESCO INS CO — 25011 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	VCP2026012-01	1/19/2026	1/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	VCX2026007-01	1/19/2026	1/19/2027	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WES3805800	09/10/2025	09/10/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution	X	X	VCP2026012-01	1/19/2026	1/19/2027	Occurence Aggregate Deductible	$1,000,000 $2,000,000 $10,000

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

Proof of Coverage

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Anthony Caracciolo

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2025

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

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

PRODUCER
Acentria Insurance - Sunrise
1607 NW 136th Ave Suite B-200
Sunrise FL 33323

License#: L100460
SOCALS0001

CONTACT NAME:
PHONE (A/C, No, Ext): 954-735-5500
FAX (A/C, No): 954-735-2852
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GEICO Marine Insurance Company	37923
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SO CAL SHAKER PLATES AND CONSTRUCTION SITE SERVICES
643 US Highway 1
Unit 13094
North Palm Beach FL 33408

COVERAGES **CERTIFICATE NUMBER:** 453214447 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		9300227302	10/21/2025	10/21/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Port St. Lucie – Contract #20250180 – O.L. Peacock, Sr., Park
City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents are included as Additional Insureds as respects General Liability when required in a written contract.

CERTIFICATE HOLDER

City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Detail by Entity Name

Florida Limited Liability Company
SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC

Filing Information

Document Number	L22000084227
FEI/EIN Number	85-4013411
Date Filed	02/14/2022
Effective Date	08/27/2021
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	02/14/2022
Event Effective Date	NONE

Principal Address

648 Riverside Rd
North Palm Beach, FL 33408

Changed: 09/30/2025

Mailing Address

643 US Highway 1 #13094
North Palm Beach, CA 33408

Changed: 02/11/2025

Registered Agent Name & Address

ALPER TRUSTEES, LLC
255 PRIMERA BLVD STE 160
LAKE MARY, FL 32764

Authorized Person(s) Detail

Name & Address

Title MGR

CISSELL, MAVERICK
648 Riverside Rd
North Palm Beach, FL 33408

Annual Reports

Report Year	Filed Date
2024	02/20/2024
2025	01/10/2025
2025	09/30/2025

Document Images

09/30/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2025 -- ANNUAL REPORT	View image in PDF format
02/20/2024 -- ANNUAL REPORT	View image in PDF format
02/28/2023 -- ANNUAL REPORT	View image in PDF format
02/14/2022 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations



Previous on List | Next on List | Return to List

Filing History

Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

NATIONAL GENERAL CONSTRUCTION

Filing Information

Registration Number	G23000120601
Status	ACTIVE
Filed Date	09/28/2023
Expiration Date	12/31/2028
Current Owners	1
County	MULTIPLE
Total Pages	4
Events Filed	3
FEI/EIN Number	85-4013411

Mailing Address

643 US HIGHWAY 1
#13094
NORTH PALM BEACH, FL 33408

Owner Information

SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC
648 RIVERSIDE RD
NORTH PALM BEACH, FL 33408
FEI/EIN Number: 85-4013411
Document Number: L22000084227

Document Images

09/28/2023 -- Fictitious Name Filing — View image in PDF format

09/26/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

03/14/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

03/13/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

Florida Department of State, Division of Corporations

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CISSELL, MAVERICK

SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC
27475 YNEZ RD
#389
TEMECULA CA 92591

LICENSE NUMBER: CGC1533402

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/02/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

THE VILLAGE OF NORTH PALM BEACH

2025-2026 BUSINESS TAX RECEIPTS

701 US HIGHWAY 1 SUITE 100
NORTH PALM BEACH, FL 33408
561-841-3365

SoCal Shaker Plates & Construction Site Services LLC
643 US Hwy 1 Unit 13094
North Palm Beach, FL 33408

NO: 310705
CUSTOMER ID NO: BTR-2025-73

(951) 813-8541

DATE: 10/29/2025

Address: 648 Riverside Rd
North Palm Beach, FL 33408

Activity: Home Based Business / Personal Service
Services - Miscellaneous personal service NEC
SoCal Shaker Plates & Construction Site Services LLC

Issued to: SoCal Shaker Plates & Construction Site Services LLC
648 Riverside Rd
North Palm Beach, FL 33408

MUST BE POSTED CONSPICUOUSLY AT THE PLACE OF BUSINESS

PAID - EXPIRES SEPTEMBER 30, 2026 **LATE FEES APPLY OCTOBER 1, 2026 (RENEWAL NOTICE MAILING NOT REQUIRED)**

PLEASE NOTIFY THE VILLAGE BUILDING DEPARTMENT IF THE BUSINESS RELOCATES OR CLOSES

SoCal Shaker Plates & Construction Site Services LLC

643 US Hwy 1 Unit 13094

North Palm Beach, FL 33408

AGENDA ITEM NO. 8.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: January 28, 2026

SUBMITTED BY: Scarlet Cantley

DEPARTMENT: Administration

ITEM TYPE: Policies

AGENDA SECTION: REGULAR AGENDA

SUBJECT: Canal Designation and Classification

BACKGROUND:

The District has a total of 106 canals of which there are 24 Primary canals and 82 feeder canals. There are currently only 21 primary canals that are named. The feeder canals are not named and can only be identified by proximity of the closest road.

To enhance efficiency in identifying and addressing canal issues, it is proposed that each canal in the district be assigned a specific name. This will aid in quick identification of problems such as illegal dumping, illicit discharge, washouts, resident complaints, and emergency storm related issues. Additionally, having designated names for canals will assist Staff in tasks such as, replacing drainage culverts, easement mowing and inspections. Furthermore, integrating this information into GIS will provide valuable data for documentation purposes and future projects.

FISCAL IMPACT:

RECOMMENDATION: Motion to approve District Canal Designation and Classification, as presented.

ATTACHMENTS:
Canal Renaming.pdf

Canal Naming

The District has a total of 106 canals of which there are 24 Primary canals and 82 feeder canals. These canals are basin specific. M-I basin has 13 primary canals and 60 feeder canals, M-2 basin has 8 primary canals and 11 feeder canals, and the M-3 basin has soon to be 3 primary canals and 11 feeder canals.

Primary Canals – Primary canals are the largest and most significant waterways in our drainage system, receiving water from smaller canals such as our feeder canals and ultimately directing it to a final drainage structure. (As for ITID we discharge directly into the C-51 or the L-8 which are both managed by the SFWMD)

Feeder Canals – Collects stormwater runoff from our drainage swales then moves it into the primary canals.

Named canals - Currently only 21 primary canals are named with a letter. The feeder canals are not named and can only be identified by proximity of the closest road.

It is recommended that we name every canal in the district, this will allow us to quickly identify canal issues such as illegal dumping, illicit discharge, Washouts, resident complaints and emergency storm related issues. It will also be beneficial for ITID crews when replacing drainage culverts and easement mowing. Ultimately it will be very useful when added to GIS for future projects.

Canal naming – it is recommended to keep the primary canals named with a letter and name all the feeder canals with a number to differentiate the two types of canals.

Names will be basin specific, Example:

Primary canals:	**Feeder canals:**
M-1 A Canal through M-1 L Canal	M-1 C1 through M-1 C60
M-2 A Canal through M-2 H Canal	M-2 C1 through M-2 C11
M-3 A Canal through M-3 C Canal	M-3 C1 through M-3 C11

Primary canal sign



Feeder canal sign



Sign Materials/Cost

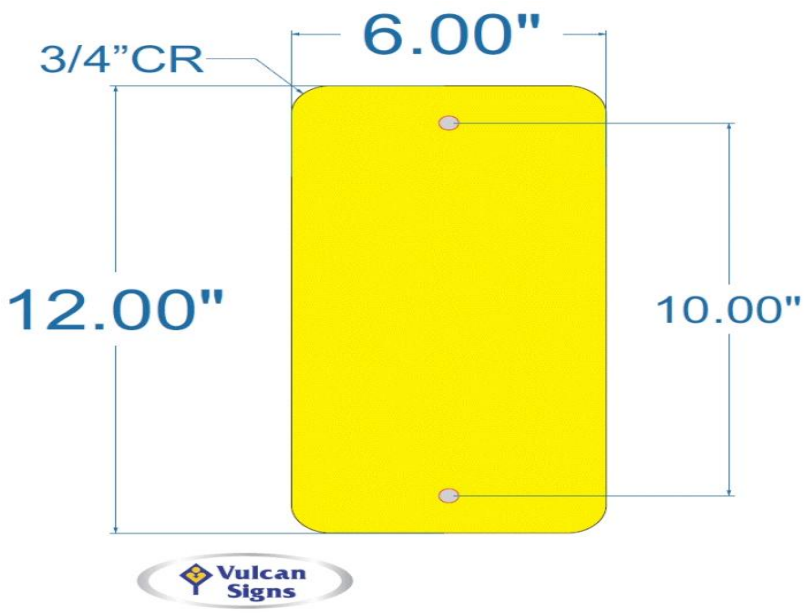
12” x 6” rectangle, aluminum, alodize treated, white reflective background with ITID logo and lettering. &8.50 per sign. 212 x 8.50 = $1802.00

6’ powder coated green U–Channel Posts. &17.25 per post. 212 x 17.25 = $3657.00

Total cost = $5459.00

Sign placement

Signs will be placed at each end of the entire length of canals.





U-Channel Post

by Vulcan 3

$17.25

- U.S. New Billet Steel Conforming to ASTM A-499
- Powder Coated Green to ASTM A-123
- Mounting Holes 3/8" Diameter on 1" Centers for Length of Post

Post
U-Channel Post Green

LBS per ft.
1.12

Length in feet
6

AGENDA ITEM NO. 11.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: January 28, 2026

SUBMITTED BY:

DEPARTMENT: Parks

ITEM TYPE: Contracts/Agreements/Leases

AGENDA SECTION: FACILITIES, PARKS & RECREATION AGENDA

SUBJECT: Second Amendment to Infrastructure Surtax Funding Agreement Between Palm Beach County and Indian Trail Improvement District

BACKGROUND:

Indian Trail Improvement District currently leases approximately 28-acres of Acreage Community Park South Expansion from Palm Beach County.

On April 4, 2017, the County adopted a project plan to implement the Surtax funded projects which included an ITID park project allocation of $3,000,000 toward the construction of a recreation center at Acreage Community Park South Expansion.

On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to other deferred outdoor recreation infrastructure amenities such as multipurpose fields, skate park, and associated infrastructure. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022, meeting, and recommended the reallocation be approved. The Infrastructure Surtax Funding Agreement allows for reimbursement of eligible expenses for the development, design, permitting and/or construction of the project in an amount not to exceed $3,000,000 for this project.

The Infrastructure Surtax Funding Agreement with Palm Beach County was fully executed on February 7, 2023, with a three (3) year term ending on February 7, 2026. The Parks Director has spoken with the County, and they have requested that the District provides any amendments to the Agreement on a letter head along with a revised construction scope and any substantiating backup regarding the request.
Unfortunately, this project had been delayed due to permitting issues with SFWMD that Palm Beach County required as part of their permitting process.

After completion of the Artificial Turf Field there will be approximately $1,100,000 left of the $3,000,000 IST funds awarded to the District which may be used towards remaining upgrades and amenities to the park. ACP South Expansion Phase II remaining projects include installing the equestrian trailhead/parking and restrooms.

Due to the final cost of the artificial turf project exceeding original cost estimates. The District has to revise the scope of the Phase II projects not to exceed the total amount of $3,000,000 awarded per the IST Agreement.

Attached is a copy of the District's recommended scope revision.

FISCAL IMPACT:

N/A

RECOMMENDATION: Motion to approve Second Amendment of the Infrastructure Surtax Funding Agreement Between Palm Beach County and Indian Trail Improvement District requesting an extension of time for eighteen (18) months (July 31, 2027), and Revision of Construction Scope for Acreage Community Park South Expansion Phase II, subject to staff and legal review.

ATTACHMENTS:

IST Funding Agreement_R2023 0225 (1).pdf
IST Funding Agreement_R2023 1478 (1).pdf
ACP South_Updated Scope-Construction Estimate_draft.pdf

Agenda Item # 6D-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS SB|MS 7-0

AGENDA ITEM SUMMARY R-2023-0225

Meeting Date: February 7, 2023

[ ] Consent [X] Regular
[ ] Ordinance [ ] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Amendment to the Infrastructure Surtax (IST) Project Plan approved by the Board of County Commissioners on April 4, 2017, later revised on January 4, 2022;

B) Budget Transfer of $3,000,000 within the IST Fund from Acreage Community Park Recreation Center to Acreage Community Park Expansion; and

C) an Infrastructure Surtax Funding Agreement ("Funding Agreement") between Palm Beach County ("County") and Indian Trail Improvement District ("ITID") for the Acreage Community Park South Expansion Project ("Project") in the amount of $3,000,000 from the Infrastructure Surtax (IST) Fund.

Summary: Acreage Community Park is located at 140th Avenue North in unincorporated Palm Beach County and is managed and maintained by ITID. This 45-acre park features athletic fields, multipurpose fields, a track, amphitheater, playground, picnic facilities, walking paths and restrooms. The park is adjacent to the County's 124-acre Acreage Pines Natural Area. ITID currently leases approximately 28-acres of Acreage Community Park from the County, hereinafter referred to as Acreage Community Park South. On April 4, 2017, the County adopted a project plan to implement the Surtax funded projects which included an ITID park project allocation of $3,000,000 toward the construction of a recreation center at Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to other deferred outdoor recreation infrastructure amenities such as multipurpose fields, skate park, and associated infrastructure. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022 meeting, and is recommending the reallocation be approved. This Funding Agreement allows for reimbursement of eligible expenses for the development, design, permitting and/or construction of the project in an amount not to exceed $3,000,000. **This project is funded through the infrastructure surtax.** District 6 (AH)

Background and Justification: On November 8, 2016, the voters of Palm Beach County approved a one-penny infrastructure surtax for collections beginning January 1, 2017, and continuing for the sooner of 10 years or $2.7 billion in proceeds before September 1 of any year. Also included was the creation of an oversight committee to audit spending for compliance with approved projects, and the following allocations: 50% to the School District, 30% to the County, and 20% to the Municipalities. ITID, as a Special District, is not directly eligible for an IST allocation but is eligible for a specified qualifying infrastructure project through the County allocation. (Continued on page 3)

Attachments:
1. Plan Amendment
2. Budget Transfer
3. Funding Agreement

Recommended by: Jennifer E Cirillo — Department Director — 1/26/2023 — Date

Approved by: Donald A. Mills — Assistant County Administrator — 1/30/2023 — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No X
Does this item include use of federal funds? Yes _____ No X

Budget Account No.: Fund 3950 Department 581 Unit T203
Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

All funds related to this item are derived from proceeds of the one-penny sales surtax.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

1/23/2023
OFMB 1/20 1/23
MG 1/23

1/27/23
Contract Development and Control
TMA 1/27/23

B. Legal Sufficiency:

1/30/23
Assistant County Attorney

C. Other Department Review:

Department Director
Facilities Development & Operations

G:\Agenda Item Summary\02-07-23\02-07-23 ITID Sur-Tax Agreement for Acreage Community Park South 3M8.docx

(Background and Justification continued from page 1)

The proceeds of such tax finance the renewal and replacement of existing capital investments including roadway surfaces, bridges, drainage improvements, canals, park amenities, and government buildings, all of which were deferred during the recession and remained outstanding, and projects to maintain levels of service. A detailed project list, Infrastructure Surtax Project Plan, with associated budget was prepared for the projects that are the subject of this item, among others, and approved by the Board on April 4, 2017, later revised on January 4, 2022.

ITID evaluated park infrastructure needs with constituents and determined the recreation center language was not addressing the actual deferred level of service need for park infrastructure at the Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to outdoor recreation amenities such as multipurpose fields, skate park and associated infrastructure.

The parks and recreation outdoor recreation amenities infrastructure which ITID identified meets the definition of infrastructure under Florida State Statute 212.055: Discretionary sales surtaxes, legislative intent, authorization and use of proceeds.

Since this project is included in the Board approved County IST Project Plan, this requested change is required to be presented to the Infrastructure Sales Tax Independent Citizen Oversight Committee for review and recommendation. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022 meeting, and is recommending the reallocation be approved.

The recommended Funding Agreement with Indian Trails Improvement District provides up to $3,000,000 for the Acreage Community Park South Expansion to include development, design, permitting and/or construction of additional outdoor recreation amenities such as multipurpose fields, skate park, and associated infrastructure. Funding of this project was established in the Board approved infrastructure surtax project plan.

Acreage Community Park is open to the public on a non-discriminatory basis regardless of residency. The Funding Agreement has been executed by the Indian Trails Improvement District and now needs to be approved by the Board of County Commissioners.

This Funding Agreement will have no net effect on the total IST funding allocated to the Department.

23-0327

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 581 011923*692

FUND 3950 - Infrastructure SurTax

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 01/19/23	REMAINING BALANCE
EXPENDITURES								
3950-581-T156-8101	Contributions Other Governmental Agency	3,000,000	3,000,000		3,000,000	0	0	0
3950-581-T203-8101	Contributions Other Governmental Agency	0	0	3,000,000		3,000,000	0	3,000,000
Total Receipts and Balances		**446,637,116**	**428,693,690**	**3,000,000**	**3,000,000**	**428,693,690**		
	TOTAL							

	Signatures	Date
Parks and Recreation Department **INITIATING DEPARTMENT/DIVISION**	Paul D Gruell	1/23/23
Administration/Budget Department Approval		1/23/2023
OFMB Department - Posted		

By Board of County Commissioners
At Meeting of
February 7, 2023
Deputy Clerk to the
Board of County Commissioners

PALM BEACH COUNTY, FLORIDA ★ CLERK BOARD OF COUNTY COMMISSIONERS

9 of 9

BCC APPROVED PLAN							
Category	**Park**	**Unit Name**	**Commission District**	**Unit Number**	**Total Project Amount**	**FY 2022**	
Existing Park Redevelopment or Expansion	Acreage Community Park	Acreage Community Park Recreation Center	6	T156	$3,000,000	$3,000,000	
				Total Projects	**$3,000,000**		
PLAN AMENDMENT							
Category	**Park**	**Unit Name**	**Commission District**	**Unit Number**	**Total Project Amount**	**FY 2023**	
Existing Park Redevelopment or Expansion	Acreage Community Park	Acreage Community Park Expansion	6	T203	$3,000,000	$3,000,000	
				Total Projects	**$3,000,000**		
		Department Reserve Analysis					
		Beginning Balance Department Reserves			$983,087		
		Ending Balance Department Reserves		**9900**	$983,087		

INFRASTRUCTURE SURTAX FUNDING AGREEMENT BETWEEN PALM BEACH COUNTY AND THE INDIAN TRAIL IMPROVEMENT DISTRICT FOR THE ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT

R2023 0225

THIS AGREEMENT ("Funding Agreement") is made and entered into on FEB 07 2023, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **INDIAN TRAIL IMPROVEMENT DISTRICT,** an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended, hereinafter referred to as "ITID". ITID and the County are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, on January 9, 2011, the County and ITID entered into an Interlocal Agreement ("ILA", R2001-0128) for the cooperative expansion and development of the Acreage Community Park and the Acreage Pines Natural Area; and

WHEREAS, on April 3, 2001, the County and ITID entered into a Lease Agreement ("Lease", R2001-0482) implementing the provisions of the ILA and providing for the lease to ITID of certain real estate owned by the County; and

WHEREAS, the Lease has been amended in 2003 (R2003-0422), 2010 (R2010-1332) and 2018 (R2018-0270), to modify, among other matters, the extent of the leased premises along with the applicable terms and conditions; and

WHEREAS, as per the amended Lease, ITID currently leases from the County an approximately 28-acres parcel located at 6405 140th Avenue North, Loxahatchee, FL 33470, hereinafter referred to as "Acreage Community Park South"; and

WHEREAS, the Lease as amended provides for a 25-year initial term with two (2), twenty-five (25) year renewal options; and

WHEREAS, pursuant to Section 212.055(2) Florida Statutes, the County adopted Ordinance No. 2016-032 ("Ordinance") which authorized a countywide referendum for a Local Government Infrastructure Surtax (Surtax) of one percent (1%) on all authorized taxable transactions occurring within Palm Beach County; and

WHEREAS, the Ordinance requires an independent citizen oversight committee ("Committee"), which was created by County Resolution 2016-1921, to serve as an advisory and reporting body; and

WHEREAS, monies received from the Surtax may be utilized by the County, municipalities of the County and the School Board of Palm Beach County to finance, plan, construct, renovate, and improve needed infrastructure; and

WHEREAS, on April 4, 2017, the County adopted a project plan ("Surtax Plan") to implement the Surtax funded projects which was later revised on January 4, 2022, and which includes an allocation of $3,000,000 towards the construction of the Acreage Community Park Recreation Center ("Recreation Center") within Acreage Community Park South; and

WHEREAS, on April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the Recreation Center be reallocated towards the expansion of the Acreage Community Park South to include additional outdoor recreation amenities such as multipurpose fields, skate park, and associated infrastructure; and

WHEREAS, on May 19, 2022, the Committee recommended reallocation of the assigned budget of $3,000,000 from the Recreation Center to the newly created project entitled "Acreage Community Park Expansion" ("Project"); and

WHEREAS, on the date of execution of this Funding Agreement, the Board of County Commissioners ("Board") approved the reallocation as requested by ITID and recommended by the Committee; and

WHEREAS, the County's funds pursuant to the Surtax can be used to construct and improve recreational and government facilities; and

WHEREAS, ITID desires to design, permit, construct, operate and maintain the Project which shall be open to and benefit all residents of Palm Beach County; and

WHEREAS, the County recognizes that ITID performs many of its capital projects with in-house labor and equipment and has actual direct labor and equipment expenses associated with completing capital projects in this manner; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE 1
RECITALS

The foregoing recitals are hereby incorporated herein, and made a part hereof, by this reference.

ARTICLE 2
GENERAL

2.1 Purpose. The purpose of this Funding Agreement is for County to financially assist ITID in the development, design, permitting and construction of the Project by providing Surtax monies in a total amount not to exceed THREE MILLION DOLLARS ($3,000,000). The funds assigned under this Funding Agreement will specifically be used towards the development, design, permitting and construction of the multipurpose fields (with synthetic turf), skate park and

restrooms, along with their associated infrastructure (e.g., sidewalks, lighting, parking).

2.2 Representations and Warranties.

A. ITID hereby warrants and represents that it has full legal authority and financial ability to operate and maintain the Project.

B. ITID warrants that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of ITID. ITID shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information with respect to use of the Project.

2.3 Responsibilities. ITID shall be responsible for all costs, expenses, fees and charges, and liability related to the design, permitting, construction, operation and maintenance of the Project.

ARTICLE 3
CAPITAL IMPROVEMENTS PROJECT

3.1 Project Scope. ITID will use the funds received under this Funding Agreement for the design, permitting and/or construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto as Exhibit "A".

3.2 Project Location. ITID shall construct the Project upon on a portion of the approximately 28-acre parcel that it leases from the County as per the amended Lease and which is more fully described in the legal description attached hereto as Exhibit "B".

3.3 Design, Permitting and Construction. ITID shall be responsible for the design, permitting and construction of the Project. ITID shall design, permit and construct the Project in accordance with Exhibit "A". ITID agrees to meet design and construction milestones in Section 3.5 herein.

3.3.1 As part of the design and construction process ITID shall cause a permanent dedication plaque or marker to be affixed in a prominent location at the completed Project indicating that County was a contributor to the development of the Project. Said plaque or marker shall include the County seal and a list of current County Commissioners at the time of completion, unless otherwise directed by the County's Representative. The dedication plaque or marker shall have minimum dimensions of 18 inches by 24 inches, shall be constructed of an agreed upon material that matches the current plaques within the Acreage Community Park, and its formatting will be subject to County's prior approval.

3.4 Procurement. ITID shall utilize both its in-house capital projects team and its procurement process, if necessary, for any design and construction services for the Project. The

procurement process shall be consistent with all federal, state, ITID and pertinent local laws, rules and regulations. County shall have no contractual obligation to any person retained by ITID with regard to the Project. Because the project costs are under $4 Million, the ITID can use the engineering, architecture and similar professional services under the umbrella of ITID Engineer's continuing contract for the purpose of compliance with Section 287.055, Florida Statutes (CCNA). Any dispute, claim, or liability that may arise as a result of ITID's procurement is solely the responsibility of ITID, and ITID hereby holds County harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

3.5 Schedule. In developing, designing, permitting and constructing the project ITID shall meet the milestones as detailed in this section. ITID's failure to meet design, permitting, construction, and start of operations milestones shall be deemed an event of non-compliance under this Funding Agreement.

3.5.1 Design and Permitting. ITID shall complete the design, engineering, and permitting for the Project no later than 15 months from the date of execution of this Funding Agreement.

A. The design, engineering and permitting process shall include all customary phases. ITID may choose to retain services under a continuing design services contract in compliance with CCNA.

B. ITID shall ensure that the design process will at minimum, include the following phases: programming, schematic design, design development (50% completion), and construction drawings (100% completion). At the completion of each design phase, ITID shall deliver to the County one (1) hard copy and one (1) electronic copy of all documents associated with said phase. The County shall have the right to review all design documents prepared by ITID and/or its design consultants to ensure consistency with the terms of this Funding Agreement. The County shall have fifteen (15) calendar days after receipt of the design documents for any given design phase to notify ITID if it finds that the design fails to meet the terms and conditions of this Funding Agreement. Upon receipt of such notification, ITID will have fifteen (15) calendar days to revise the documents as necessary and resubmit the same to the County for further review. The review and resubmit process will continue as per this section until design documents meeting the terms and conditions of this Funding Agreement are attained. The County's failure to respond to the review and resubmit process as per the timeframe provided in this section will be deemed an approval of the document submitted for review. Any delays caused by the County review or failure to review will extend the entire time period and any associated time periods contained within this Funding Agreement accordingly; the County shall not be responsible for, and does not agrees to, funding and/or paying any expenses associated or resulting from the delay.

C. Upon construction permit approval, ITID shall deliver to the County

one (1) hard copy and one electronic copy of all approved plans, specifications and permits from all agencies having jurisdiction, along with the Project cost estimate.

3.5.2 Construction. ITID shall award the bid for construction of the Project and commence Project construction no later than 21 months from the date of execution of this Funding Agreement unless both parties agree to an extension due to supply chain issues or other explanations as outlined within this Funding Agreement.

A. ITID shall notify the County of the scheduled dates and times for all Project construction meetings (commonly referred to as *Owner/Architect/Contractor* meetings). The County shall have the right, at its sole and absolute discretion, to attend Project construction meetings.

B. The County shall have the right to perform, at its sole and absolute discretion, Project site visits to ensure overall Project development and construction phases are in alignment with the terms and conditions of this Funding Agreement.

3.5.3 Start of Operations. ITID shall complete construction of the Project, obtain the required certificate of occupancy and open the Project in its entirety to the public for its intended use within 36 months from the date of execution of this Funding Agreement.

3.6 Reporting Requirements. On a quarterly basis starting on the execution date of this Funding Agreement and until Start of Operations as defined under Section 3.5.3 herein, ITID shall submit quarterly Project status reports to the County.

A. The quarterly Project status reports shall be submitted by ITID on or before every January 15, April 15, July 15, and October 15 during the Term of this Funding Agreement.

B. The quarterly Project status reports shall include, at a minimum: a summary of the work accomplished, problems encountered, percentage of physical completion, milestone attainment status (as per Section 3.5 herein), explanations for any delays and/or cost overruns, and a payment certification log for monies disbursed under this Funding Agreement. The County shall have the right to request other reasonable topics (related to project development and agreement compliance) to be added the quarterly Project status reports. Upon receipt of the County's request, ITID shall cause said topics to be included in the next quarterly Project status report.

3.7 Presentation(s). Upon request of County's Representative or other duly authorized County employee, ITID shall provide a presentation(s) of the Project and any matters related directly thereto at a regularly scheduled meeting(s) of the Committee and/or Board.

3.8 Operations. ITID shall operate and maintain the Project for its intended use by the general public, and with no reliance upon this Funding Agreement for its performance. ITID shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use. ITID shall not transfer management of the Project to a third party without the written consent of County. Should ITID transfer management of the Project to a party or parties not now a part of this Funding Agreement, ITID shall continue to be responsible for the liabilities and obligations as set forth herein. For purposes of this section, it is understood by the parties that transfer restrictions exclude those related to ITID's statutory successor(s), if one were to exist in the future, as long as: 1) the County's approves the assignment of this Funding Agreement to the statutory successor, which approval shall not be unreasonably denied; 2) the statutory successor remains a public entity in compliance with use restrictions applicable to Surtax funds; and 3) the statutory successor agrees to the be bound by the terms, rights and obligations of this Funding Agreement.

3.9 Use Restriction. ITID shall restrict its use of the Project to recreational, cultural, civic, community and social purposes. County approval shall be required in the event that ITID desires to use the Project for different purposes.

ARTICLE 4
FUNDING

4.1 General. County will pay to ITID a total amount not to exceed three million dollars ($3,000,000) of Surtax monies for the development, design, permitting and/or construction of the Project. The total not to exceed amount as set forth in this Section shall be paid by County to ITID on a reimbursable basis and without obligation that ITID expend the total not to exceed amount in full to achieve Project completion. After payment by the County of the final Contract Payment Request Form or upon termination of the Funding Agreement pursuant to Section 5.2 herein, the County shall have the right to reallocate as it deems appropriate, any unspent funds. Any costs incurred in connection with the Project in excess of the total not to exceed amount shall be the sole responsibility of ITID. Should the total cost of the Project at the time of award for construction, inclusive of all eligible County Surtax monies expended to date, exceed the Project cost estimate included in Exhibit "A" herein, ITID shall be solely responsible for said additional funding need. Prior to the award for construction, ITID shall certify to the County that it has appropriated the excess funds required for completion of the Project. The County shall not reimburse any funds to ITID for the Project until ITID has appropriated and expended said excess funds. The County's financial contribution towards the Project is limited to the extent of this Funding Agreement. The County shall not be required to pay ITID any additional funds for any other capital improvement required by or of ITID.

4.2 Public Ownership Restrictions. As a direct limitation resulting from the use of Surtax monies, the Project shall remain in public ownership in perpetuity. ITID acknowledges and accepts this restrictive condition. Upon completion, the Project shall remain the leased property of ITID (or its statutory successors, if one were to exist in the future) as per the terms of the amended Lease. Upon expiration and earlier termination of the amended Lease, any improvements and equipment shall become the property of the County.

4.3 **Cost Certification.** ITID shall provide County with a certification, in a form acceptable to the County, from ITID's chief financial officer or independent accountant that each cost item for which County funding is requested under this Article 4 constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

4.4 **Reimbursement.** County shall reimburse to ITID Project costs as per the terms and conditions of this Funding Agreement, upon receipt of a complete Contract Payment Request from ITID, on a monthly basis starting on the date of execution of this Funding Agreement. The County will submit reimbursement payment within forty-five (45) days of the appropriate Contract Payment Request Form.

A. For each requested payment, ITID shall provide the County a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by ITID and shall include the in-house labor costs specific only to the Project; ITID equipment usage specific only to the Project; vendor invoice number; invoice date; and the amount paid by ITID along with the number and date of the respective check or proof of payment for said payment. ITID shall attach a copy of each vendor's invoice paid by ITID along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. ITID shall certify the total funds spent by ITID on the Project and that payment to each vendor invoice as listed on the Contractual Services Purchase Schedule Form was issued.

B. The County shall have the right to perform a Project site inspection, request actual payroll records and labor time tracking documents specific only to the project, and/or receive answers to questions posed to ITID related to line items for which reimbursement is requested prior to approval of any Contract Payment Request.

C. The County shall retain five percent (5%) from the total amount certified by ITID on each Contract Payment Request. Said retainage will be disbursed to ITID upon Project completion subject to the submission by ITID of a final Contract Payment Request supported by a Certificate of Occupancy or a Completion Certification for the Project. ITID shall provide to the County the final Contract Payment Request no later than ninety (90) days following Start of Operations as defined in Sec.3.5.3 herein. The County shall conduct a final Project site inspection prior to approval of the final Contract Payment Request.

ARTICLE 5
TERM AND TERMINATION

5.1 **Effective Date and Term.** This Funding Agreement is expressly contingent upon

execution by all Parties and shall be effective and binding from the date of approval by the last Party to execute this Agreement (the "Effective Date") and continue until the earlier of; (a) payment by the County of the final Contract Payment Request Form; or (b) the date of any termination of this Funding Agreement, pursuant to the terms hereof, but in no event will this Funding Agreement exceed three (3) years (the "Term"), unless the term is extended as provided or as agreed to by both parties as outlined in this Funding Agreement.

5.2 Termination Rights. The County shall have the right to terminate this Funding Agreement upon occurrence of any of following non-compliance events (subject to a cure period), by ITID. In the event of such termination, ITID shall reimburse to the County any monies received under this Funding Agreement that were not found by the County to be a justifiable expense as of the date of the termination notice.

A. Failure to meet any of the development milestones as detailed in Section 3.5 herein.

B. Failure in the performance of any of the material obligations under this Funding Agreement.

5.3 Cure Period. In the event of any non-compliance event by ITID in the performance of any of the terms and conditions as required under this Funding Agreement, the County shall issue written notice to ITID specifying with detail the nature of the non-compliance. ITID shall have ninety (90) calendar days to cure said non-compliance.

5.4 Termination Notice and Effectiveness. Termination will be effective seven (7) calendar days after the County issues due written notice as required under this Funding Agreement.

5.5 Survival. The following provisions shall survive termination of this Funding Agreement: Sections 4.2, 8.7, 10.1, 10.2, 10.5, 10.12, 10.20 and Article 6.

ARTICLE 6
REMEDIES

6.1 General. If ITID fails to cure a non-compliance event as per Section 5.3, herein, County shall have the right, at any time thereafter, to pursue any and all remedies available pursuant to this Funding Agreement, either in whole or in part, including but not limited to, terminating the Funding Agreement as detailed in Article 5 herein.

6.2 No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Funding Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 7
NOTICE

7.1 General. All notices to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. A courtesy copy shall be provided via electronic mail. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

For notice to the County:

Director
Parks and Recreation Department
Palm Beach County
2700 Sixth Avenue South
Lake Worth, FL 33461

With a copy to:

County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Director
Property and Real Estate Management Division
Facilities Development and Operations Department
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

For notice to ITID:

Executive Director
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412

District Legal Counsel
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, Florida 33401

Chief Financial Officer
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412

ARTICLE 8
INSURANCE AND INDEMNIFICATION

8.1 Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, ITID acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

8.2 ITID agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

8.3 ITID agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on ITID's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. ITID shall agree to be fully responsible for any deductible or self-insured retention.

8.4 ITID shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above-mentioned coverages.

8.5 Compliance with the foregoing requirements shall not relieve ITID of its liability and obligations under this Agreement.

8.6 ITID shall require each Contractor engaged by ITID for work associated with this Agreement to maintain:

A. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.

B. Commercial General Liability coverage at limits of not less than $1,000,000 Each Occurrence. The County shall be added as an "Additional Insured".

C. Business Auto Insurance with limits of not less than $1,000,000 Each Accident.

D. If the construction work being performed exceeds $200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

8.7 Indemnification. It is understood and agreed that ITID is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Funding Agreement and operates no control over the Project. Without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, in the event a claim or lawsuit is brought against the County or any of its officers, agents or employees, ITID shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of ITID, its agents, servants and/or employees in the performance of this Funding Agreement. The foregoing indemnification shall survive termination of this Funding Agreement. In consideration for reimbursement of costs incurred prior to the term of this Funding Agreement, the foregoing indemnification shall apply not only during the term of this Funding Agreement but also apply for the period prior to the Funding Agreement for which ITID is eligible to receive reimbursement from County.

ARTICLE 9
ASSIGNMENT

9.1 General. Neither County nor ITID may assign this Funding Agreement in whole or in part, without prior written consent of the other Party, which may be granted or withheld at the other Party's absolute discretion.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Inspector General. Palm Beach County has established the Office of 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 County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of ITID, its officers, agents, employees, and lobbyists with respect to this Funding Agreement in order to ensure compliance with this Funding Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation of this Funding Agreement 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. The Indian Trail Improvement District, as a Chap. 298 entity, does not generally fall under the jurisdiction of the Office of the Inspector General for Palm Beach County. Any ITID records to be provided or other requests will remain related solely to this Funding Agreement. ITID shall provide any pertinent public records as described herein.

10.2 Governing Law and Venue. This Funding Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The Parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

10.3 County's Representative. The County's representative during the development, design, permitting and construction of the Project shall be the Director, Palm Beach County Parks and Recreation Department, telephone number: (561) 966-6613.

10.4 ITID's Representative. ITID's representative during the development, design, permitting and construction of the Project shall be the Assistant Executive Director/Chief Construction Officer, Indian Trail Improvement District), telephone number: (561) 793-0874.

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

10.6 Construction. In construing this Funding Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

10.7 Binding Effect. The covenants, terms, conditions, provisions and undertakings in this Funding Agreement, or in any renewals thereof, shall extend to and be binding upon the legal representatives, successors and assigns of the respective Parties hereto as if there were in every case named and expressed and wherever reference is made to any of the Parties hereto, it shall be held to include and apply also to the legal representatives, successors and assigns of such Party as if in each and every case so expressed.

10.8 Integration and Merger. This Funding Agreement shall constitute the full and complete understanding between the Parties as to the matters addressed herein. There are no oral understandings, terms or conditions and no Party has relied on any representation, express or implied, not contained in this Funding Agreement. All prior understandings, terms or conditions, whether with a Party to this Funding Agreement or any partner of a Party, are deemed to merge in this Funding Agreement, and this Funding Agreement cannot be changed or supplemented except by an agreement in writing and signed by the Parties to this Funding Agreement.

10.9 Severability. If any provisions of this Funding Agreement shall be declared invalid or unenforceable, the remainder of the Funding Agreement shall continue in full force and effect.

10.10 Compliance with Laws. None of the Parties hereto shall in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the planning, development, construction, use, operation and maintenance of the Project under the terms of this Funding Agreement.

10.11 Exhibits. All exhibits referenced in this Funding Agreement are incorporated into this Funding Agreement by such reference and shall be deemed to an integral part of this Funding Agreement.

10.12 Attorney's Fees. In the event of litigation arising under, or in connection with, this Funding Agreement, each Party shall bear and be responsible for their own attorneys' fees and costs at the pre-trial, trial and appellate levels. This provision shall survive the termination of this Funding Agreement for any reason.

10.13 Construction. No party shall be considered the author of this Funding Agreement since the Parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Funding Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

10.14 Amendments. No change, amendment or modification of this Funding Agreement shall be valid or binding upon the Parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both Parties hereto. No change, amendment or modification of this Funding Agreement shall be deemed to be made by either Party on the basis of any action or failure to act by either Party or by the course of performance, course of dealing, or course of conduct of either Party.

10.15 Captions. The captions contained in this Funding Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Funding Agreement or the intent of any provision contained herein.

10.16 No Waiver. Any waiver by either Party of a breach of any provision of this Funding Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Funding Agreement. The failure of a Party to insist upon strict adherence to any term of this Funding Agreement on one or more occasions shall neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Funding Agreement. Any waiver must be in writing and signed by the Party to be charged therewith.

10.17 Force Majeure. Except as otherwise provided herein, neither Party shall be in default under, or breach of, this Funding Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Funding Agreement, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local (except in the case of a rule, order or act by the County), or the international equivalent thereof), failure of

technical facilities, or any other cause of any nature whatsoever beyond the control of the Parties which was not avoidable in the exercise of reasonable care and foresight. The Party claiming the occurrence of a Force Majeure event shall promptly notify the other Party of such occurrence, and the likely duration and termination thereof.

10.18 Counterparts. Provided that all Parties hereto execute an original of this Funding Agreement, this Funding Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.19 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 R2017-1770, as may be amended, ITID warrants and represents that throughout the term of this Funding Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of this Funding Agreement. As a condition of entering into this Agreement, ITID represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

10.20 No Third Party Beneficiary. No provision of this Funding Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Funding Agreement, including but not limited to any citizen or employees of the County and/or ITID.

10.21 Filing. A copy of this Agreement shall be filed by the County with the Clerk of the Circuit Court of Palm Beach County.

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

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

b. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. ITID further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

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

d. Upon completion of the Contract ITID shall transfer, at no cost to the County, all public records in possession of ITID unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If ITID transfers all public records to the County upon completion of the Contract, ITID may destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If ITID keeps and maintains public records upon completion of the Contract, ITID shall meet all applicable requirements for retaining public records. All records related to the Project and Funding Agreement stored electronically by ITID must be provided to the County, upon request of the County's Custodian of Public Records.,.

Failure of ITID to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause.

IF ITID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITID'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 DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

10.23 E-Verify. ITID 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 ITID's subcontractors performing the duties and obligations of this Agreement are registered with the E- Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ITID shall obtain from each of its subcontractors an affidavit stating that the subcontractor 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. ITID shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that ITID has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that ITID's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

amended, County shall notify ITID to terminate its contract with the subcontractor and ITID shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, ITID shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, ITID shall also be liable for any additional costs incurred by County as a result of the termination.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Funding Agreement to be executed on the day and year first above written.

R2023 0225 FEB 07 2023

ATTEST:
JOSEPH ABRUZZO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By _____
Senior Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Jennifer Cirillo, Director
Parks and Recreation

INDIAN TRAIL IMPROVEMENT DISTRICT

ATTEST:

By: _____
~~**Mary M. Viator**~~ Patricia Farrell (PF)
Secretary

By: _____
Michael T. Johnson, Board President

[District Seal]

LIST OF EXHIBITS

EXHIBIT A	Project Description, Cost Estimate, and Conceptual Site Plan
EXHIBIT B	Legal Description of Property
EXHIBIT C	Contract Payment Request Form (Page 1 of 2) and Contractual Services Purchase Schedule Form (Page 2 of 2)

EXHIBIT A

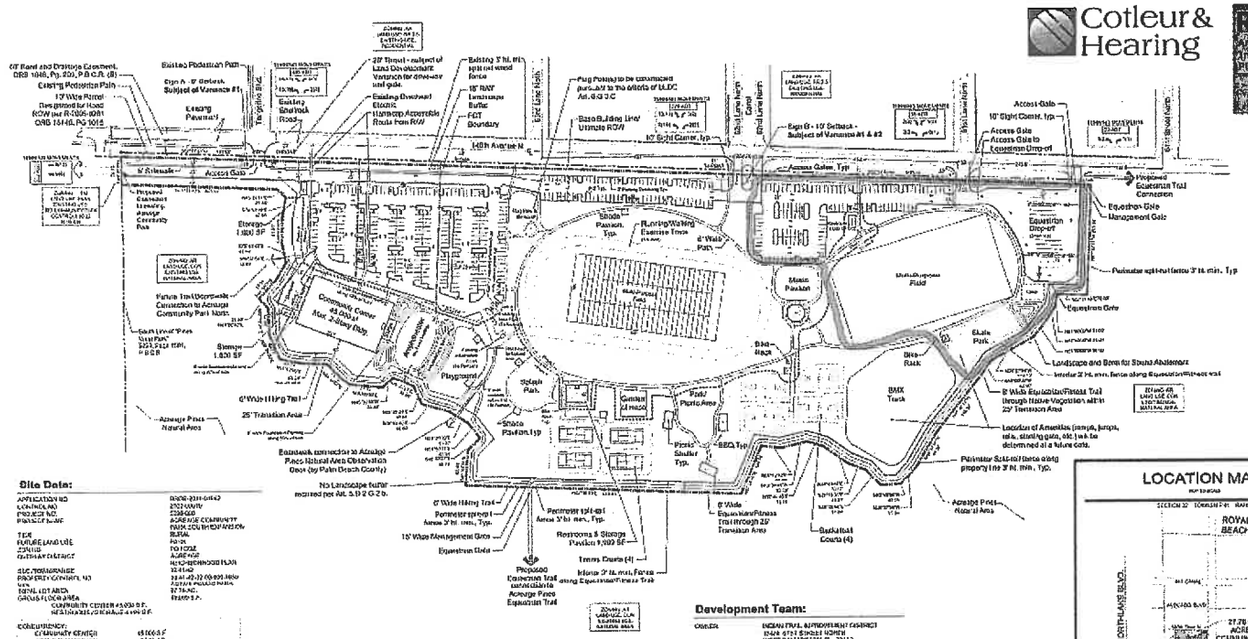
PROJECT DESCRIPTION,
COST ESTIMATE, AND CONCEPTUAL
SITE PLAN

Acreage Community Park South

Phase II Construction Estimate

INDIAN TRAIL IMPROVEMENT DISTRICT

Item	Description	Quantity	Unit	Unit Cost	Item Cost
ADM	Mitigation	1	LS	$ 35,000.00	$ 35,000.00
PK	Multi-Purpose Field - Artificial Turf & Lighting	1	LS	$ 1,052,500.00	$ 1,052,500.00
PK	Restroom Building	1,000	SF	$ 300.00	$ 300,000.00
PK	Skate Park	1	LS	$ 225,000.00	$ 225,000.00
101-1	Mobilization/Demobilization (Includes Video / Survey)	1	LS	$ 30,000.00	$ 30,000.00
330-001	Interior Sidewaks - Paved	6,650	SF	$ 6.35	$ 42,227.00
104	NPDES Compliance (Erosion Control)	1	LS	$ 5,000.00	$ 5,000.00
104-12	Staked Silt Fence	3,500	LF	$ 5.50	$ 19,250.00
110-1-1	Demolition / Clearing & Grubbing	1.00	AC	$ 45,000.00	$ 45,000.00
120-1	Excavation / Site Filling & Grading	7,218	CY	$ 6.50	$ 46,917.00
120-6	Excavation / Detention Areas	1,600	CY	$ 9.00	$ 14,400.00
160-4	Type 'B' Stabilization (12")	9,431	SY	$ 3.00	$ 28,293.00
285-706	Optional Base Group 8	9,413	SY	$ 24.00	$ 225,912.00
334-1-13	1-1/2" Type 12.5 SP Level C Asphalt	920	TN	$ 96.00	$ 88,320.00
430-174-124	Pipe Culvert	1	LS	$ 155,000.00	$ 155,000.00
522-1	Type D Curb	2,330	LF	$ 26.00	$ 60,580.00
570-1-2	Turf / Sod	7,800	SY	$ 4.25	$ 33,150.00
570-1-2	Irrigation	1	LS	$ 45,000.00	$ 45,000.00
570-1-2	Landscaping	1	LS	$ 195,000.00	$ 195,000.00
715-001	Sight Lighting - Parking	18	EA	$ 17,500.00	$ 315,000.00
711-14	Striping / Signage	1	LS	$ 34,000.00	$ 34,000.00
Total					$2,995,549



Site Data:

APPLICATION NO	ZV/DOA-2011-01452
CONTROL NO	2002-00019
PROJECT NO	2008-000
PROJECT NAME	ACREAGE COMMUNITY PARK SOUTH EXPANSION
TIER	NATURAL
FUTURE LAND USE	PO-10
ZONING	PO-TOSE
OVERLAY DISTRICT	ACREAGE NEIGHBORHOOD PLAN
SEC./TOWNSHIP/RANGE	32-41-42
PROPERTY CONTROL NO	32-41-42-32-00-000-7000
LOCATION	ROYAL PALM BEACH BLVD. & SEMINOLE PRATT WHITNEY RD.
TOTAL LOT AREA	27.78 AC.
GROSS FLOOR AREA	PHASE 1:
COMMUNITY CENTER 45,000 S.F.	
RESTROOMS/STORAGE 4,000 S.F.	
CONCURRENCY:	
COMMUNITY CENTER	45,000 S.F.
ACTIVE PUBLIC PARK	27.78 AC.
* Concurrency is approved for the above uses and amounts shown on this plan	
TYZ	183
LAST BCC APPROVAL	August 26, 2011
RESIDENTIAL	0 DU'S 100%
FLOOR AREA RATIO	04
BUILDING COVERAGE	1%
(INCLUDES 10,000 SF FOR SHADE PAVILIONS, WEATHER PROTECTION ONLY)	
PERIMETER AREA	4192
INTERIOR AREA	1210
MAX. BLDG HT	35'
PARKING REQUIRED	322 SP
Outdoor Entertainment (1 space @ 2 fac., including Amphitheater, Skate Park, Multi-purpose Athletic Field, Playground and Recreational Facilities except (1 @ 1per3 seats Community Center (max seats 1 @ 1per3 seats 45,000 SF @ 1 per 300 SF	23
4 Tennis Courts @ 3 SP/court	0
4 Tennis Courts @ 0 SP/court	12
4 Basketball courts @ 2.5 per court	0
2 Volleyball courts @ 1 SP/court	10
TOTAL = 322	
PARKING PROVIDED	419 SP
HANDICAP PARKING REQUIRED	10 SP
HANDICAP PARKING PROVIDED	13 SP
LOADING REQUIRED	0
LOADING PROVIDED	1

PROPERTY DEVELOPMENT REGULATIONS									
	ZONING DISTRICT	MIN. LOT DIMENSIONS		MIN. BLDG. PAR. COVER	SETBACKS				
		AREA	WIDTH	DEPTH		FRONT	SIDE	STREET	REAR
REQUIRED	PO/ACREAGE NEIGHBORHOOD PLAN	NA	NA	NA	75	NA	NA	NA	NA
PROPOSED	PO	27.78 AC	1,620'	742'	04	35'	50'	NA	42'

NOTE: ALL ZONING DISTRICTS ARE SUBJECT TO ARTICLE 3.D.1.A

Notes:

- BASE INFORMATION FROM SURVEY FOR HORIZONTAL AND VERTICAL DATUM ESTABLISHED AS [illegible] AND VERTICAL DATUM IS BASED ON [illegible]
- ALL REQUIRED BARRIER-FREE ACCESS SHALL BE ACCOMPLISHED BY [illegible]
- THERE ARE NO PROPERTY DEVELOPMENT REGULATIONS FOR THE PO ZONING DISTRICT PER ULDC ARTICLE 3
- ALL OUTDOOR LIGHTING SHALL BE EXTINGUISHED NO LATER THAN 11:00 PM, EXCLUDING SECURITY LIGHTING ONLY
- PER ULDC ARTICLE 5.B.1.A.10, BUILDING SETBACKS ARE MEASURED FROM THE PROPERTY LINE
- PER ARTICLE 5.B.2.G.1.d.1, ORDINARY PAVILION, ENTRY PORCH, SCENIC SIGNS, RECLINING CAR, VAULTS AND SIMILAR PARK STRUCTURES LESS THAN 1,000 SF ARE EXEMPT FROM FOUNDATION PLANTING REQUIREMENTS
- PER ARTICLE 5.B.2.G.1.d.2, UP TO 10 PARKING SPACES IN A ROW MAY BE ALIGNED WITH A LANDSCAPE ISLAND WITH A MIN. WIDTH OF 5 FEET
- PER ARTICLE 5.B.2.G.1.d.3, PEDESTRIAN WALKWAYS, BIKE TRAILS AND VEHICULAR USE AREAS SHALL BE ACCESSIBLE WITH A MINIMUM OF 5 FEET WIDE
- SIDEWALK SHALL BE INSTALLED ON ALL TANGENTIALLY ARTERIAL OR COLLECTOR ROADWAYS AND WITHIN STREET RIGHT-OF-WAY TANGENT TO AND SOUTH TO PARK'S SOUTH PROPERTY LINE.
- PARKING LINE SHOWN AS CONCEPTUAL AND IS INTENDED TO CONVEY THE INTENT OF THE APPLICANT. FINAL PHASING OF SITE IMPROVEMENTS WILL BE DETERMINED AT A LATER DATE.
- PURSUANT TO ARTICLE 7.E.4.B, LANDSCAPE INSTALLATION MAY BE PHASED AS DESIGNATED ON THE SITE PLAN

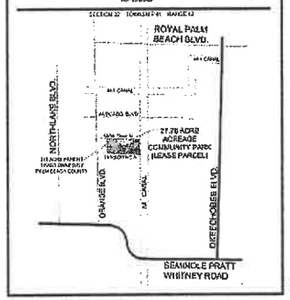
Development Team:

OWNER:	INDIAN TRAIL IMPROVEMENT DISTRICT 13476 61ST STREET NORTH WEST PALM BEACH, FL 33412
ENGINEER:	PINDER TROUTMAN CONSULTING INC. 2300 VISTA PARKWAY, SUITE 111 WEST PALM BEACH, FL 33411-8720 561-296-9566
CIVIL ENGINEER:	ENGINEERING GROUP 8241 BELVEDERE ROAD WEST PALM BEACH, FL 33406 561-615-1151
SURVEYOR:	ENGINEERING GROUP 8241 BELVEDERE ROAD WEST PALM BEACH, FL 33406 561-615-1151
LANDSCAPE ARCHITECT/ PLANNER:	URBAN DESIGN KILDAY STUDIOS 417 S. ROSEMARY AVENUE, SUITE 205 WEST PALM BEACH, FL 33401 561-366-1100
CONSULTANT:	CORTELEUR & HEARING INC 1615 CONSERVE LANE, SUITE 1 LONGBOAT KEY, FLORIDA 34228 941-914-0223
ARCHITECT / LANDSCAPE PLANNER:	REG ARCHITECTS, INC. 324 DATURA STREET, 4TH FLOOR WEST PALM BEACH, FL 33401 561-833-2265

Variance Chart: Approved 8/4/11 Reso # ZR-2011-021

Variance	Code Section	Required	Proposed	Variance
#1	Table 6.C.2.A Perimeter Sign Standards	15' Setback from R/W	Min. 9' Setback from R/W	6' Max
#2	Table 6.C.2.A Freestanding Sign Standards	10 sq ft per project frontage	25 sq ft per project frontage	1

LOCATION MAP



Zoning Amendments:	Zoning Stamps:
ZAR 2014-1584 10/03/2014 IS ZZR 2016-0041 01/21/2016 DSQ	PROJECT #: 05000-000 CONTROL #: 2002-019 EXHIBIT #: 7 SUPERSEDES EXH #: 6 APPLICATION #: 2011-1992 DATE APPROVED: 9/14/11 PROJECT MANAGER: D. ADELSPERGER

Conceptual Design By:

urban design kilday STUDIOS
Urban Planning & Design
Landscape Architecture
Communication Graphics

Acreage Community Park South Expansion
In Partnership between
Palm Beach County, Florida
Final Site Plan

NORTH

0 50' 100' 200'
Scale: 1" = 100'

FSP 1
of 1

EXIHIBIT "B"
LEGAL DESCRIPTION
ACREAGE COMMUNITY PARK - SOUTH

A PARCEL OF LAND LYING WITHIN THE EAST ONE-HALF (1/2) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST; THENCE S02°13'40"W, ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4/) OF SAID SECTION 32, AS A BASIS OF BEARINGS, A DISTANCE OF 2,220.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S02°13'40"W ALONG SAID LINE, A DISTANCE OF 404.28 FEET TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 32; THENCE S02°11'43"W, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 1,875.78 FEET; THENCE DEPARTING SAID EAST LINE N87°48'13"W, A DISTANCE OF 265.00 FEET; THENCE N02°11'49"E, A DISTANCE OF 72.00 FEET; THENCE N81°00'00"W, A DISTANCE OF 31.00 FEET; THENCE N57°00'00"W, A DISTANCE OF 33.00 FEET; THENCE N51°00'00"W, A DISTANCE OF 56.00 FEET; THENCE N29°27'04"W, A DISTANCE OF 112.42 FEET; THENCE N55°00'00"W, A DISTANCE OF 62.00 FEET, THENCE N51°46'17"W, A DISTANCE OF 148.30 FEET; THENCE N59°17'56"W, A DISTANCE OF 97.98 FEET; THENCE N49°07'59"W, A DISTANCE OF 55.66 FEET; THENCE N03°48'08"W, A DISTANCE OF 47.35 FEET; THENCE N48°26'49"E, A DISTANCE OF 51.88 FEET; THENCE N21°16'31"E, A DISTANCE OF 45.57 FEET; THENCE N34°48'47"E, A DISTANCE OF 70.17 FEET; THENCE N15°40'46"E, A DISTANCE OF 39.78 FEET; THENCE N13°36'05"W, A DISTANCE OF 62.38 FEET; THENCE N07°12'12"E, A DISTANCE OF 44.28 FEET; THENCE N67°38'44"W, A DISTANCE OF 124.54 FEET; THENCE N02°11'49"E, A DISTANCE OF 650.85 FEET; THENCE S85°44'34"E, A DISTANCE OF 85.41 FEET; THENCE S45°07'27"E, A DISTANCE OF 40.76 FEET; THENCE N51°50'11"E, A DISTANCE OF 43.84 FEET; THENCE N31°26'33"E, A DISTANCE OF 53.27 FEET; THENCE N16°09'40"E, A DISTANCE OF 66.69 FEET; THENCE N65°25'28"E, A DISTANCE OF 45.84 FEET; THENCE N26°23'27"E, A DISTANCE OF 52.06 FEET; THENCE N45°30'18"W, A DISTANCE OF 35.68 FEET; THENCE N06°06'50"E, A DISTANCE OF 77.71 FEET; THENCE N44°48'57"E, A DISTANCE OF 73.35 FEET; THENCE N02°24'35"E, A DISTANCE OF 62.29 FEET; THENCE N11°42'05"E, A DISTANCE OF 48.75 FEET; THENCE N66°24'20"E, A DISTANCE OF 63.74 FEET; THENCE N87°48'39"E, A DISTANCE OF 62.94 FEET; THENCE N47°00'40"E, A DISTANCE OF 31.59 FEET; THENCE S48°55'25"E, A DISTANCE OF 57.58 FEET; THENCE S59°28'54"E, A DISTANCE OF 50.49 FEET; THENCE N78°53'45"E, A DISTANCE OF 47.44 FEET; THENCE S89°02'10"E, A DISTANCE OF 61.61 FEET; THENCE S79°51'19"E, A DISTANCE OF 47.95 FEET; THENCE N43°31'14"E, A DISTANCE OF 27.45 FEET; THENCE N02°13'40"E, ALONG A LINE BEING 80.00 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 365.69 FEET

TO A POINT ON THE SOUTH LINE OF "PINES WEST PARK" AS DESCRIBED IN OFFICIAL RECORD BOOK 9299, PAGE 1501 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE N89°00'00"E, ALONG SAID LINE, A DISTANCE OF 80.13 FEET TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32 AND THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.
LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND FOR ROAD RIGHT-OF-WAY PURPOSES:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PROTION OF THE ACREAGE COMMUNITY PARK EXPANSION PROPERTY RECORDED IN OFFICIAL RECORD BOOK 12274, PAGES 1974-1984, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 02°13'42" WEST ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 2,220.84 FEET TO THE NORTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°13'42" WEST ALONG SAID EAST LINE, A DISTANCE OF 404.22 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 02°11'51" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1875.78 FEET TO THE SOUTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXTENSION PROPERTY; THENCE NORTH 87°48'09" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°11'51" EAST ALONG A LINE 10.00 FEET WEST OF AN PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1875,78 FEET; THENCE NORTH 02°13'42" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 403.83 FEET; THENCE NORTH 89°59'54" EAST ALONG THE NORTH LINE OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 22,798 SQAURE FEET OR 0.5234 ACRES MORE OR LESS CONTAINING 28.459 ACRES, MORE OR LESS.

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES PURCHASE SCHEDULE FORM

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

_____
Date

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Consulting Services	(CS)		
Contractual Services	(C)		
Materials, Supplies, Direct Purchases	(M)		
Equipment, Furniture	(E)		
TOTAL PROJECT COSTS			

Key Legend

CS = Consulting Services
C = Contractual Services
M = Materials, Supplies, Direct Purchases
E = Equipment, Furniture

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

_____
Administrator Date

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Financial Officer Date

PBC USE ONLY

County Funding Participation	$	_____
Total Project Costs To Date:	$	_____
County Obligation To Date	$	_____
County Retainage (_____ %)	$	_____
County Funds Previously Disbursed	$	_____
County Funds Due this Billing	$	_____

Reviewed and Approved By:

_____
PBC Project Administrator Date

_____
Department Director Date

Agenda Item #3.M.4.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS MGM|SB 7-0

AGENDA ITEM SUMMARY R-2023-1478

Meeting Date: October 3, 2023

[X] Consent **[ ] Regular**
[ ] Ordinance **[ ] Public Hearing**

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to Infrastructure Surtax Funding Agreement R2023-0225 ("Funding Agreement") with Indian Trail Improvement District ("ITID") for the Acreage Community Park South Expansion Project ("Project") in the amount of $3,000,000 from the Infrastructure Surtax (IST) Fund to change the location of the installation of artificial turf from Multi-Purpose Field B to Multi-Purpose Field A.

Summary: Acreage Community Park is located at 140th Avenue North in unincorporated Palm Beach County and is managed and maintained by ITID. This 45-acre park features athletic fields, multipurpose fields, a track, amphitheater, playground, picnic facilities, walking paths and restrooms. The park is adjacent to the County's 124-acre Acreage Pines Natural Area. ITID currently leases approximately 28-acres of Acreage Community Park (Acreage Community Park South) from the County. On April 4, 2017, the County adopted a project plan to implement the Surtax funded projects and included an allocation of $3,000,000 towards the construction of a recreation center at Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to additional outdoor recreation amenities such as Multipurpose Field B, skate park, and associated infrastructure. On July 25, 2023 the ITID Board approved Resolution No. 2023-012 requesting the reallocation of funding set aside for the installation of artificial turf from the new Multi-Purpose Field B to the existing Multi-Purpose Field A. ITID has determined that this reallocation will improve park operations, maintenance, safety, accessibility and enjoyment by users. The Amendment replaces the Conceptual Site Plan depicted in Exhibit "A" of the Funding Agreement with this proposed modification in Exhibit "A-1". The proposed change will involve no change in the estimated cost of construction or affect the allocation to the ITID of the not to exceed amount of $3,000,000 approved in the Funding Agreement. **This project is funded through the infrastructure sales tax.** District 6 (AH)

Background and Justification: On November 8, 2016, the voters of Palm Beach County approved a one-penny infrastructure surtax for collections beginning January 1, 2017, and continuing for the sooner of 10 years or $2.7 billion in proceeds before September 1 of any year. Also included was the creation of an IST Independent Citizen Oversight Committee to audit spending for compliance with approved projects

The proposed first amendment will have no net effect on the total IST funding allocated to the Department.

Attachment: First Amendment to Funding Agreement

Recommended by: _____ 9/15/23
Department Director **Date**

Approved by: _____ 9/26/2023
Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	*-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No X
Does this item include use of federal funds? Yes _____ No X

Budget Account No.: **Fund** 3950 **Department** 581 **Unit** T203
Object _____ **Program** _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB 9/18/2023 9/18 OB 9/18

Contract Development and Control 9/21/23 9/21/23

B. Legal Sufficiency:

Assistant County Attorney 9/25/23

C. Other Department Review:

Department Director

G:\Agenda Item Summary\10-03-23\10-03-23 ITID First Amendment Agenda.docx

R2023 1478 OCT 0 3 2023

FIRST AMEDMENT TO INFRASTRUCTURE SURTAX FUNDING AGREEMENT BETWEEN PALM BEACH COUNTY AND THE INDIAN TRAIL IMPROVEMENT DISTRICT FOR THE ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT

THIS FIRST AMENDMENT to Infrastructure Surtax Funding Agreement, dated February 7, 2023 is made and entered into on October 3, 2023 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **INDIAN TRAIL IMPROVEMENT DISTRICT,** an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended, hereinafter referred to as "ITID". ITID and the County are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners approved Resolution R2023-0225 adopting an Infrastructure Surtax Funding Agreement with ITID ("Funding Agreement"). The Funding Agreement authorized expenditure of an amount not to exceed $3,000,000 from the Local Government Infrastructure Surtax to construct certain outdoor recreation facilities and amenities in Acreage Community Park South. These amenities include are but not limited to construction of new Multi Purpose Field B surfaced with artificial turf, the approximate location of which was identified on the Conceptual Site Plan attached to the Funding Agreement as Exhibit "A"; and

WHEREAS, ITID has determined that in order to improve the efficient operation and maintenance of facilities and increase the safety, accessibility and enjoyment of users, Infrastructure Surtax Funds can be better used if the Conceptual Site Plan is revised to reallocate funds set aside for the installation of artificial turf on new Multi-Purpose Field B to existing Multi-Purpose Field A; and

WHEREAS, On July 25, 2023, the ITID Board adopted a Resolution No. 2023-012, requesting the reallocation of funding for the installation of artificial turf from new Multi-Purpose Field B to existing Multi-Purpose Field A; and

WHEREAS, the proposed change in the Conceptual Site Plan for expenditure of Infrastructure Surtax Funds will involve no change in the estimated cost of construction of facilities in Acreage Community Park South or affect the allocation to the not to exceed amount of $3,000,000 approved by the Funding Agreement. No other changes to the Conceptual Site Plan are requested; and

WHEREAS, the proposed changes are consistent with the terms and understandings between the ITID and the County regarding use of Infrastructure Surtax funds.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

1. Exhibit "A" attached to the Funding Agreement is hereby deleted in its entirety and replaced with a new Exhibit "A-1" attached hereto and incorporated herein. Exhibit "A-1" illustrates the Revised Conceptual Site Plan in which the funds set aside for the installation of artificial turf on Multi-Purpose Field B will instead be used on the existing Multi-Purpose Field A.

2. Except as provided herein, each and every other term of the Funding Agreement shall remain in full forces and effect and the Funding Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

R2023 1478 OCT 0 3 2023

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Senior Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Director - Parks and Recreation

ATTEST:

By: _____
Secretary, Board of Supervisors

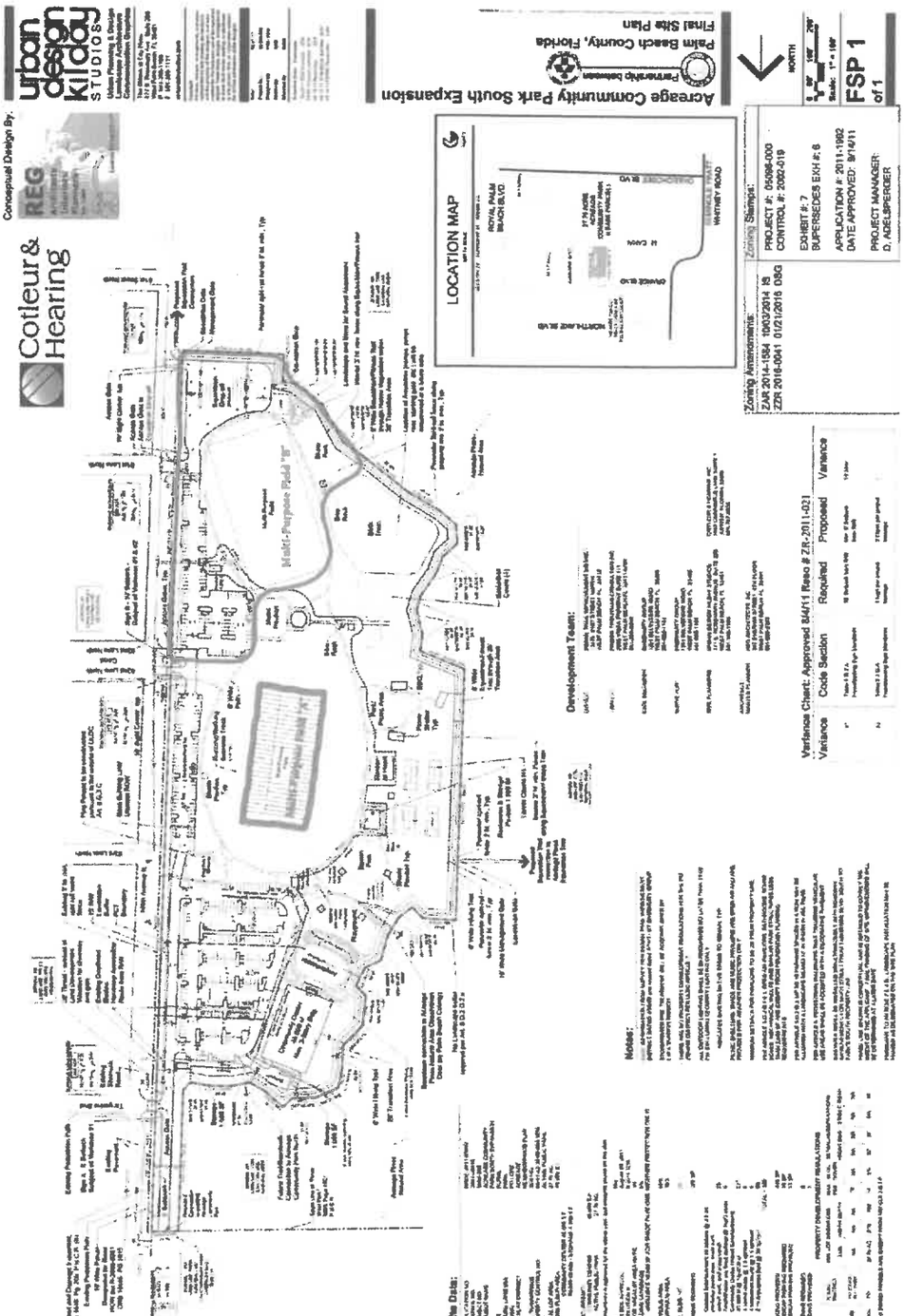
Print: Patricia Farrell

INDIAN TRAILS IMPROVEMENT DISTRICT

By: _____
President, Board of Supervisors

Print: Michael Johnson

EXHIBIT "A-1"


Conceptual Design By:
urban design kilday STUDIOS
REG
Cotleur & Hearing
Acreage Community Park South Expansion
Palm Beach County, Florida
Final Site Plan
LOCATION MAP
Zoning Amendments:
ZAR 2014-1584 10/03/2014 R5
ZR 2016-0041 01/21/2016 DSG
Zoning Stamps:
PROJECT #: 05098-000
CONTROL #: 2002-019
EXHIBIT #: 7
SUPERSEDES EXH #: 8
APPLICATION #: 2011-1982
DATE APPROVED: 9/14/11
PROJECT MANAGER:
D. ADELSPERGER
FSP 1
of 1
Scale: 1" = 100'
NORTH
Development Team:
Variance Chart: Approved 9/4/11 Reso # ZR-2011-021
Variance
Code Section
Required
Proposed
Variance
Site Data:
Notes:
Multi-Purpose Field "H"

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Acreage Community Park South Expans

Phase II Construction Scope and Estima

Item	Description	Quantity	Unit
PK	Multi-Purpose Field A - Artificial Turf Field	1	LS
ADM	Mitigation/Removing Invasives	1	LS
PK	Restroom Building	1	SF
PK	Skate Park	1	LS
101-1	Mobilization/Demobilization	1	LS
330-001	Interior Sidewalks Paved	6,650	SF
104	NPDES Compliance (Erosion Control)	1	LS
104-12	Staked Silt Fence	3,500	LF
110-1-1	Demolition/Clearing & Grubbing	1	AC
120-1	Excavation/Site Filling & Grading	1,804	CY
120-6	Excavation/Detention Areas	1,600	CY
160-1	Type "B" Stabilization (12")	4,715	SY
285-706	Optional Base Group 4	4,715	SY
334-1-15	1-1/2" Type 12.5 SP Level C Asphalt	460	TN
430-174-124	Pipe Culvert	1	LS
522-1	Type D Curb	1,165	LF
570-1-2	Turf/Sod	3,900	SY
570-1-2	Irrigation	1	LS
570-1-2	Landscaping	1	LS
715-001	Site Lighting - Parking	1	LS
711-14	Striping/Signage	1	LS
285-706	Optional Base Group 1 (Trailer Parking)	1	LS
PK	Score Board	1	LS
PK	Security Cameras	1	LS

ion

ate

Unit Cost	Item cost
$ 1,935,544.99	$ 1,935,544.99
$ 35,000.00	$ 35,000.00
$ 323,374.01	$ 323,374.01
	$ -
	$ -
	$ -
$ 5,000.00	$ 5,000.00
$ 2.75	$ 9,625.00
	$ -
$ 6.50	$ 11,726.00
$ 9.00	$ 14,400.00
$ 3.00	$ 14,145.00
$ 24.00	$ 113,160.00
$ 96.00	$ 44,160.00
$ 155,000.00	$ 155,000.00
$ 26.00	$ 30,290.00
$ 4.25	$ 16,575.00
$ 22,500.00	$ 22,500.00
$ 90,000.00	$ 90,000.00
$ 7,500.00	$ 7,500.00
$ 17,000.00	$ 17,000.00
$ 50,000.00	$ 50,000.00
$ 80,000.00	$ 80,000.00
$ 25,000.00	$ 25,000.00
Total:	$ 3,000,000.00

AGENDA ITEM NO. 11.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Kenny Lawrence
DEPARTMENT:	Parks
ITEM TYPE:	Permits
AGENDA SECTION:	FACILITIES, PARKS & RECREATION AGENDA
SUBJECT:	Approval: Facility Use Permit for 143 Mind Body and Spirit.
BACKGROUND:	143 Mind Body and Spirit would like to host their Wellness Wednesdays at Hamlin House for 6-months starting April 1st, 2026. Schedule: 6:30pm-8:30pm every 2nd Wednesday of the month.
FISCAL IMPACT:	Deposit: $200 Long Term Rental Fee: $600
RECOMMENDATION:	Motion to approve 143 Mind Body and Spirit's 6-month permit request to host their Wellness Wednesdays at Hamlin House, subject to staff and legal review.

ATTACHMENTS:
Wellness wednesday 2026 - Justina Garrison - Hamlin House.pdf

Facility Information

Any group or organization with larger than 10 participants utilizing our sports fields require a permit.

Receipt of the application is not a guarantee of facility use. Application will not be finalized until approved and executed by the Parks and Recreation Director or designee. Submit this application form online or in person to: 14893 89th pl N west Palm Beach Fl 33412.

The facility use application form is only available online

FACILITY USE POLICIES & PROCEDURES

RATES AND FEES

* **Type of Facility Requested**
Hamlin House

* **Name of Facility Requested**
Hamlin House

* **Is your organization 501(C) Not for profit, or Florida Non-Profit?**
No

Read-Only Text

* **Name of Organization/Applicant**
143 Mind Body and Spirit

* **Email Address**
movinmommy1@yahoo.com

* Full Address
13432 61st Lane N
WEST PALM BEACH FL 33412

Phone
(561) 373-9176

Event Details

* **Name of Event**
Justina Garrison

* **Description of Event**
Group Mediation and Sound Bath Every 2nd Wednesday of the month

* **Event Date**
04/08/2026

If you have selected a park pavilion, please select the time slot(s) you would like to rent:

If you have selected to host a special event, rent Hamlin House, or rent a sports field please enter the times you would like to rent, please keep in mind this does include set up and break down.

Enter the requested time(s) for your event
6:30-8:30

Please answer all questions correctly. Unanswered questions may delay your request.

Special Requests
Repeat every 2nd Wednesday of the month

* **Is this event advertised or open to the public?**

Yes

* **Is this a fundraising event/revenue producing event?**
No

* **Will there be soliciting or selling of any kind?**
No

* **Will there be amplified sound at this event?**
No

Will there be a bounce house at this event?
SKIPPED

* **Will there be any type of display or advertizing at this event?**
Yes

* **Will there be a charge to enter this event? (If yes, how much?)**
Yes

$
25

* **Will alcohol be served at this event? (If yes what type)**
No

Type of Alcohol
SKIPPED

* **Will you be using a caterer for this event? (If yes please fill out the information below)**
No

Contact info
SKIPPED

PLEASE READ CAREFULLY

INDIAN TRAIL FACILITY USE REQUIREMENTS AND CONSIDERATIONS

INDIAN TRAIL RULES_REGULATIONS_INDEMNIFICATION

BOUNCE HOUSE POLICY ACKNOWLEDGEMENT

If the applicant provides false information such as: purpose of event, names & addresses of event holder(s), number of persons in attendance, etc., the event may be cancelled prior or during the event at the discretion of the District Staff and may result in forfeiture of fees and deposits and/or denial of current and future applications for use of Department facilities and may incur additional District charges.

*By signing below I certify that I have read and understand all the rules and regulations governing the use of the parks and facilities. I, the undersigned, do hereby agree that we will abide by the policies governing the use of the parks and will be responsible for any damages to the parks, facility, furniture, or equipment caused by our occupancy of the property. I understand that any false information provided or violation of any rules and policies will result in immediate cancellation of our event and will cause forfeiture of all fees and deposits.

* **Signature and Date**
Justina Garrison

AGENDA ITEM NO. 11.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Kenny Lawrence
DEPARTMENT:	Parks
ITEM TYPE:	Permits
AGENDA SECTION:	FACILITIES, PARKS & RECREATION AGENDA
SUBJECT:	Approval: Facility Use Permit for Divine N Corp dba That's Amore
BACKGROUND:	Divine N Corp dba That's Amore would like to use Citrus Grove Parks to host their pop-up food truck nights starting February 2nd, 2026. They would like to set up every Monday night from 4:00pm-8:00pm. This would be a 6-month rental agreement.
FISCAL IMPACT:	Rental Fee: $125 per 8hr day - 26 days total during 6-month term for a total of $3,250. Deposit: $250
RECOMMENDATION:	Motion to approve Divine N Corp dba That's Amore's permit request to use the Citrus Grove Park for their pop-up food truck nights, subject to staff and legal review.

ATTACHMENTS:
That's Amore - Food Truck Permit - Citrus Grove Park.pdf

Facility Information

Any group or organization with larger than 10 participants utilizing our sports fields require a permit.

Receipt of the application is not a guarantee of facility use. Application will not be finalized until approved and executed by the Parks and Recreation Director or designee. Submit this application form online or in person to: 14893 89th pl N west Palm Beach Fl 33412.

The facility use application form is only available online

FACILITY USE POLICIES & PROCEDURES

RATES AND FEES

* **Type of Facility Requested**
Other

* **Name of Facility Requested**
Citrus Grove Park

* **Is your organization 501(C) Not for profit, or Florida Non-Profit?**
No

Read-Only Text

* **Name of Organization/Applicant**
Divine N Corp dba That's Amore

* **Email Address**
ciao@pizzeriathatsamore.com

* Full Address
13590 Citrus Grove Blvd
West Palm Beach FL 33412

Phone
(561) 801-4842

Event Details

* **Name of Event**
Italian Mondays

* **Description of Event**
Freshly prepared Italian food

* **Event Date**
01/26/2026

If you have selected a park pavilion, please select the time slot(s) you would like to rent:

If you have selected to host a special event, rent Hamlin House, or rent a sports field please enter the times you would like to rent, please keep in mind this does include set up and break down.

Enter the requested time(s) for your event
Every Monday 4-8 pm (as from January 26)

Please answer all questions correctly. Unanswered questions may delay your request.

Special Requests
none

* **Is this event advertised or open to the public?**

Yes

* **Is this a fundraising event/revenue producing event?**
No

* **Will there be soliciting or selling of any kind?**
Yes

* **Will there be amplified sound at this event?**
No

Will there be a bounce house at this event?
No

* **Will there be any type of display or advertizing at this event?**
Yes

* **Will there be a charge to enter this event? (If yes, how much?)**
No

$
SKIPPED

* **Will alcohol be served at this event? (If yes what type)**
No

Type of Alcohol
SKIPPED

* **Will you be using a caterer for this event? (If yes please fill out the information below)**
No

Contact info
SKIPPED

PLEASE READ CAREFULLY

INDIAN TRAIL FACILITY USE REQUIREMENTS AND CONSIDERATIONS

INDIAN TRAIL RULES_REGULATIONS_INDEMNIFICATION

BOUNCE HOUSE POLICY ACKNOWLEDGEMENT

If the applicant provides false information such as: purpose of event, names & addresses of event holder(s), number of persons in attendance, etc., the event may be cancelled prior or during the event at the discretion of the District Staff and may result in forfeiture of fees and deposits and/or denial of current and future applications for use of Department facilities and may incur additional District charges.

*By signing below I certify that I have read and understand all the rules and regulations governing the use of the parks and facilities. I, the undersigned, do hereby agree that we will abide by the policies governing the use of the parks and will be responsible for any damages to the parks, facility, furniture, or equipment caused by our occupancy of the property. I understand that any false information provided or violation of any rules and policies will result in immediate cancellation of our event and will cause forfeiture of all fees and deposits.

* **Signature and Date**
Giuseppe Bianchini

AGENDA ITEM NO. 11.4

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: January 28, 2026

SUBMITTED BY: Kenny Lawrence

DEPARTMENT: Parks

ITEM TYPE: Permits

AGENDA SECTION: FACILITIES, PARKS & RECREATION AGENDA

SUBJECT: Consider: Facility Use Permit for Frank Ceraso's Free 5K Community Ruck/Walk.

BACKGROUND: Frank Ceraso is a local fitness coach who is focused on bringing the community together through positive, healthy activities. He has requested permission to host a small, non-commercial Free 5K Community Ruck/Walk at Acreage Community Park South Expansion on February 21st, 2026, from 8:00am-11:00am.

He would like to use the walking track for this event.

This inclusive, low-impact walk is designed to promote movement, connection, wellness, and community pride while fully respecting the space and those who share it.

FISCAL IMPACT: Fee Waiver Request.

Regular Fees
Event Fee: $50 per hour for a total of $100
Deposit: $200

RECOMMENDATION:

Motion to approve Frank Ceraso's permit request to host his Free 5K Community Ruck/Walk for a Stronger Community event, subject to staff and legal review.

Motion to deny Frank Ceraso's permit request to host his Free 5K Community Ruck/Walk for a Stronger Community event.

ATTACHMENTS:

Frank Ceraso - 5K Community Walk - ACP.pdf

Facility Information

Any group or organization with larger than 10 participants utilizing our sports fields require a permit.

Receipt of the application is not a guarantee of facility use. Application will not be finalized until approved and executed by the Parks and Recreation Director or designee. Submit this application form online or in person to: 14893 89th pl N west Palm Beach Fl 33412.

The facility use application form is only available online

FACILITY USE POLICIES & PROCEDURES

RATES AND FEES

* **Type of Facility Requested**
Other

* **Name of Facility Requested**
Acreage Community Park

* **Is your organization 501(C) Not for profit, or Florida Non-Profit?**
No

Read-Only Text

* **Name of Organization/Applicant**
Frank Ceraso

* **Email Address**
Bealloutfit@gmail.com

* Full Address
17819 86th St N
Loxahatchee FL 33470

Phone
(561) 310-7616

Event Details

* **Name of Event**
Free 5K Community Ruck/Walk for for a Stronger Community

* **Description of Event**
My name is Frank Ceraso, a local fitness coach focused on bringing the community together through positive, healthy activities. I'm requesting permission to host a small, non-commercial community ruck at Indian Trails Improvement District, Acreage Community Park. This inclusive, low-impact walk is designed to promote movement, connection, wellness, and community pride while fully respecting the space and those who share it.

* **Event Date**
02/21/2026

If you have selected a park pavilion, please select the time slot(s) you would like to rent:
8am-11am

If you have selected to host a special event, rent Hamlin House, or rent a sports field please enter the times you would like to rent, please keep in mind this does include set up and break down.

Enter the requested time(s) for your event
8-11

Please answer all questions correctly. Unanswered questions may delay your request.

Special Requests

No special requests. Ill be using my own pop up tent and providing water, electrolytes, and other refreshments.

* **Is this event advertised or open to the public?**
Yes

* **Is this a fundraising event/revenue producing event?**
No

* **Will there be soliciting or selling of any kind?**
No

* **Will there be amplified sound at this event?**
No

Will there be a bounce house at this event?
No

* **Will there be any type of display or advertizing at this event?**
Yes

* **Will there be a charge to enter this event? (If yes, how much?)**
No

$
SKIPPED

* **Will alcohol be served at this event? (If yes what type)**
No

Type of Alcohol
SKIPPED

* **Will you be using a caterer for this event? (If yes please fill out the information below)**
No

Contact info
SKIPPED

PLEASE READ CAREFULLY

INDIAN TRAIL FACILITY USE REQUIREMENTS AND CONSIDERATIONS

INDIAN TRAIL RULES_REGULATIONS_INDEMNIFICATION

BOUNCE HOUSE POLICY ACKNOWLEDGEMENT

If the applicant provides false information such as: purpose of event, names & addresses of event holder(s), number of persons in attendance, etc., the event may be cancelled prior or during the event at the discretion of the District Staff and may result in forfeiture of fees and deposits and/or denial of current and future applications for use of Department facilities and may incur additional District charges.

*By signing below I certify that I have read and understand all the rules and regulations governing the use of the parks and facilities. I, the undersigned, do hereby agree that we will abide by the policies governing the use of the parks and will be responsible for any damages to the parks, facility, furniture, or equipment caused by our occupancy of the property. I understand that any false information provided or violation of any rules and policies will result in immediate cancellation of our event and will cause forfeiture of all fees and deposits.

* **Signature and Date**
Frank Ceraso 1/6/2026

AGENDA ITEM NO. 11.5

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Kenny Lawrence
DEPARTMENT:	Parks
ITEM TYPE:	Permits
AGENDA SECTION:	FACILITIES, PARKS & RECREATION AGENDA
SUBJECT:	Consider: Facility Use Permit for Acreage Adult Softball.

BACKGROUND:

Acreage Adult Softball has requested to use baseball/softball fields 2, 3, and 4 to host their Adult Softball League.

Their proposed season timelines are as follows:

- **Winter/Spring Season:** January 30th through April 17th
- **Fall Season:** August 15th through December 18th (this timeframe accounts for any potential rainouts)
- **Summer Season (if approved):** May 8th through June 19th

Games are played on Friday nights, with the exception of a few holidays where the league would take the night off, including Spring Break, Memorial Day weekend, Labor Day weekend, and the Friday before Thanksgiving.

Each game is one hour long which begins at 6:30 PM. The league runs three games per night at 6:30 PM, 7:30 PM, and 8:30 PM. The group typically finish's play by 9:30 PM but would request field lighting until 10:00 PM to allow enough time for cleanup and breakdown.

In addition, the league is hoping to be approved for fundraising opportunities throughout the year. One idea is hosting occasional Saturday charity tournaments. These tournaments would be centered around giving back to the community, whether that means supporting local residents, helping individuals in need, or partnering with other sports organizations to raise funds for a good cause. For these events, they plan to start as early as permitted and aim to conclude by approximately 7:30 PM, depending on the number of teams participating.

Schedule:
Friday evenings 6pm-10:00pm. Charity Tournaments subject to availability.

FISCAL IMPACT:

Fee Waiver Request.

RECOMMENDATION:

Motion to approve Acreage Adult Softball's permit request to host their league at Acreage Community Park, subject to staff and legal review.

Motion to deny Acreage Adult Softball's permit request to host their league at Acreage Community Park.

ATTACHMENTS:
Acreage Adult Softball Permit - ACP.pdf
Acreage Adult Softball_EIN.pdf
Acreage Adult Softball_Insurance.pdf
AAS Non-Profit Athletics User Agreement - Clean KL Edit 1-15-2026.pdf
AAS Articles of Incorporation.pdf

Facility Information

*****Any group or organization with larger than 10 participants utilizing our sports fields require a permit.*****

Receipt of the application is not a guarantee of facility use. Application will not be finalized until approved and executed by the Parks and Recreation Director or designee. Submit this application form online or in person to: 14893 89th pl N west Palm Beach Fl 33412.

The facility use application form is only available online

FACILITY USE POLICIES & PROCEDURES

RATES AND FEES

* **Type of Facility Requested**
Other

* **Name of Facility Requested**
Acreage Community Park

* **Is your organization 501(C) Not for profit, or Florida Non-Profit?**
Yes

Read-Only Text

* **Name of Organization/Applicant**
Acreage Adult Softball

* **Email Address**
AcreageAdultSoftball@gmail.com

* Full Address
12570 Orange Grove Blvd
Royal Palm beach Fl 33411

Phone
(561) 414-5946

Event Details

* **Name of Event**
Acreage Adult Softball

* **Description of Event**
Friday night softball with possibly of hosting charity event game on weekends

* **Event Date**
01/30/2026

If you have selected a park pavilion, please select the time slot(s) you would like to rent:

If you have selected to host a special event, rent Hamlin House, or rent a sports field please enter the times you would like to rent, please keep in mind this does include set up and break down.

Enter the requested time(s) for your event
SKIPPED

Please answer all questions correctly. Unanswered questions may delay your request.

Special Requests
SKIPPED

* **Is this event advertised or open to the public?**

Yes

* **Is this a fundraising event/revenue producing event?**
No

* **Will there be soliciting or selling of any kind?**
No

* **Will there be amplified sound at this event?**
No

Will there be a bounce house at this event?
No

* **Will there be any type of display or advertizing at this event?**
No

* **Will there be a charge to enter this event? (If yes, how much?)**
No

$
SKIPPED

* **Will alcohol be served at this event? (If yes what type)**
No

Type of Alcohol
SKIPPED

* **Will you be using a caterer for this event? (If yes please fill out the information below)**
No

Contact info
SKIPPED

PLEASE READ CAREFULLY

INDIAN TRAIL FACILITY USE REQUIREMENTS AND CONSIDERATIONS

INDIAN TRAIL RULES_REGULATIONS_INDEMNIFICATION

BOUNCE HOUSE POLICY ACKNOWLEDGEMENT

If the applicant provides false information such as: purpose of event, names & addresses of event holder(s), number of persons in attendance, etc., the event may be cancelled prior or during the event at the discretion of the District Staff and may result in forfeiture of fees and deposits and/or denial of current and future applications for use of Department facilities and may incur additional District charges.

*By signing below I certify that I have read and understand all the rules and regulations governing the use of the parks and facilities. I, the undersigned, do hereby agree that we will abide by the policies governing the use of the parks and will be responsible for any damages to the parks, facility, furniture, or equipment caused by our occupancy of the property. I understand that any false information provided or violation of any rules and policies will result in immediate cancellation of our event and will cause forfeiture of all fees and deposits.

* **Signature and Date**
Elizabeth McGoldrick 01/14/26

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-04-2025

Employer Identification Number:
41-2925998

Form: SS-4

Number of this notice: CP 575 E

ACREAGE ADULT SOFTBALL
% Michael Gies
12570 Orange Grove Blvd
Royal Palm Beach, FL 33411

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 41-2925998. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is ACRE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E
9999999999

Your Telephone Number Best Time to Call
( ) -
_____ _____

DATE OF THIS NOTICE: 12-04-2025
EMPLOYER IDENTIFICATION NUMBER: 41-2925998
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

ACREAGE ADULT SOFTBALL
% Michael Gies
12570 Orange Grove Blvd
Royal Palm Beach, FL 33411

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/07/2026

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

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

PRODUCER		
Chappell Insurance **4335 Cox Rd, Ste 4335** **Glen Allen, VA, 23060**	CONTACT NAME: **Daryl Chappell**	
	PHONE (A/C, No. Ext): **804-733-2020**	FAX (A/C, No): **804-591-1603**
	E-MAIL ADDRESS: **support@chappellinsurance.com**	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Acreage Adult Softball **5840 Royal Palm Beach Blvd** **West Palm Beach, FL 33411** **(11)Teams in Acreage Adult Softballgroup**	INSURER A: **SiriusPoint America Insurance Company**	**38776**
	INSURER B: **Axis Insurance Company**	**37273**
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: **NS-SB-848-001159** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC X OTHER:	X		**PLH02GL00001951**	08/01/2025 12:01 AM	08/01/2026 12:01 AM	EACH OCCURRENCE	$ **2,000,000**
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ **1,000,000**
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ **1,000,000**
							GENERAL AGGREGATE	$ **5,000,000**
							PRODUCTS-COMP/OP AGG	$ **2,000,000**
							Participant Legal Liability	$ **1,000,000**
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	**PARTICIPANT ACCIDENT**			**SRPO188416-00**	08/01/2025 12:01 AM	08/01/2026 12:01 AM	EXCESS MEDICAL	$ **100,000**
							DEDUCTIBLE	$

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

Coverage includes amateur play and practice in the insured sport for Acreage Adult Softball NS-SB-848-001159. The certificate holder is named as an additional insured but only with respect to the operations of the named insured.Sport Insured: Softball. Age Group: Adult.

Coverage Effective From 01:40 PM on 08/15/2025 TO 08/01/2026

CERTIFICATE HOLDER	CANCELLATION
Indian Trails Improvement District **13476 61st St N** **West Palm Beach, FL 33412** **Certificate Number: NS-SB-848-001159**	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Daryl Chappell

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Notice to Texas Insureds: The insurer for the purchasing group may not be covered by an insurance insolvency guarantee fund or similar mechanism and the insurer of the group is not subject to all the insurance laws and regulations of this state.

FACILITIES, PARKS AND RECREATION DEPARTMENT



INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

NON-PROFIT ATHLETICS USER AGREEMENT

ACREAGE ADULT SOFTBALL

Approved – 28th Day of January 2026

NON-PROFIT ATHLETICS USER AGREEMENT
BY AND BETWEEN
INDIAN TRAIL IMPROVEMENT DISTRICT
AND
ACREAGE ADULT SOFTBALL

THIS NON-PROFIT ATHLETICS USER AGREEMENT entered onto this 28th day of January, 2026, by and between **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, (hereafter referred to as "DISTRICT"), and **ACREAGE ADULT SOFTBALL**, a Florida not-for-profit corporation (hereafter referred to as "AAS"). (DISTRICT and AAS may be referred to collectively herein as the "PARTIES)

ARTICLE I. RECITALS

WHEREAS, DISTRICT owns and maintains certain facilities for sports and public recreation purposes within the parks and related facilities more particularly identified herein in Section 3.03, below (the "FACILITIES"); and

WHEREAS, DISTRICT intends to optimize access to its FACILITIES for athletic and recreational sports purposes and make more efficient use of limited resources by retaining the services of a non-profit community-based entity to use the FACILITIES for the betterment of the landowners' athletic and sport's needs; and,

WHEREAS, AAS is and established, non-profit organization based in the greater Indian Trail Improvement District area known as the Acreage and Loxahatchee (herein: "COMMUNITY") that coordinates a wide range of athletic and recreational sports programs for youths and adults; and,

WHEREAS, the Parties agree that the FACILITIES will be most economically and effectively used for the benefit of the COMMUNITY if use is efficiently allocated and coordinated on an equitable and transparent basis in the manner described within this Agreement; and,

WHEREAS, AAS has experience in managing sports programs and activities, with emphasis on achieving efficient utilization of limited recreation facilities and resources, and has offered to provide its athletics and related recreational sports programs to the COMMUNITY; and,

WHEREAS, in return for providing athletic and sports programming for the COMMUNITY, as more particularly described herein, the DISTRICT will grant to the AAS the privilege of using, on a first-priority basis, the FACILITIES to participants in Adult Softball managed or coordinated by AAS for so long as and according to the terms provided in this Non-Profit Athletics User Agreement and/or the applicable Permits are satisfied.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and in-kind benefits, hereafter set forth, DISTRICT and AAS agree as follows:

The recitals set forth hereinabove are true and correct and incorporated herein by this reference.

ARTICLE II. INDEPENDENT ENTITY

AAS is an independent entity under this Agreement and not an agency or constituent component of the DISTRICT. Persons retained by the AAS to provide program coordination services shall be officials, coaches, volunteers, referees/umpires and/or employees of the AAS and subject to supervision by the AAS, and not any officers, employees, or agents of the DISTRICT. The AAS and persons retained by it shall have no rights or claims to coverage under the DISTRICT'S worker's compensation, casualty or similar insurance benefits or sovereign immunity. The DISTRICT shall neither have nor exercise any control or discretion over the performance of AAS or its officials, coaches, volunteers, referees/umpires or employees unless outlined with this Non-Profit Athletics User Agreement and/or applicable Permits. The AAS shall be exclusively responsible for establishing hours of instruction and methods of rendering services within the parameters of this Non-Profit Athletics User Agreement.

ARTICLE III. AGREEMENT

SECTION 3.01 TERM OF AGREEMENT

The term of this Agreement shall commence upon the date of execution by the Parties hereto for an Initial Term ending on the month of January day of 1, 2027. This Non-Profit Athletics User Agreement shall remain in effect for a period of ONE (1) YEAR. Upon successful completion of the first year, this Non-Profit Athletics User Agreement will be extended for an additional FOUR (4) YEARS, terminating on January 1, 2031, unless terminated sooner as provided in Article XI.

SECTION 3.02 ATHLETIC PROGRAMS

The AAS agrees to provide the following services (the "PROGRAMS"):

a) Coordination and scheduling for the use of and access to the FACILITIES by organized youth and adult athletics. The PROGRAMS include the following:

ADULT SOFTBALL

b) Ability to sell food and beverage products along with merchandise in the concessions room in the Acreage Community Park (North Athletic Campus) - Press Box. Prohibited items include, but are not limited to, the sale of alcohol, tobacco products, fireworks, and illegal substances. The products and merchandise may be subject to approval or denial by the Director of Facilities, Parks and Recreation Department.

c) Ability to sell food and beverage products along with merchandise in the concessions room in the Concessions at Acreage Community Park (North Athletic Campus) - Football Field Concession. Prohibited items include, but are not limited to, the sale of alcohol, tobacco products, fireworks, and illegal substances. The products and merchandise may be subject to approval or denial by the Director of Facilities, Parks and Recreation Department.

d) Ability to sell food and beverage products along with merchandise in the concessions room in the Concessions at Acreage Community Park (South Athletic Campus) – Prohibited items include, but are not limited to, the sale of alcohol, tobacco products, fireworks, and illegal substances. The products and merchandise may be subject to approval or denial by the Director of Facilities, Parks and Recreation Department.

e) Concession Building, subject to the terms of the DISTRICT's Lease Agreement with Palm Beach County and the provisions of the Florida Communities Trust grant regulations. The products and merchandise must be approved by the Director of Facilities, Parks and Recreation Department.

f) The Athletic and Recreational Sports Programs shall be specifically identified in a DISTRICT Athletic Permit (the "PERMIT") which shall be issued to the AAS for each athletics and recreational sports category. The terms and conditions of a PERMIT are outlined herein in Section 5.01. A sample ATHLETIC PERMIT form is attached hereto and incorporated herein as **Exhibit "A"**. Approved Program and/or Event permits are required prior to the start of the program and/or event. Athletic Permits must be applied for and approved no less than FORTY-FIVE (45) days prior to the start of the program and/or event and is subject to the requirements of the permit.

g) Athletic and Recreational Sports Programs shall be provided in a careful and responsible manner with due regard for the safety of program participants, coaches, volunteers, referees/umpires, spectators, park patrons and the general public, and for the proper maintenance of the FACILITIES and other DISTRICT property.

h) While providing, operating, conducting or coordinating Athletic and Recreational Sports Programs at DISTRICT FACILITIES, the AAS shall at all times supervise and guard against any negligence, gross negligence, or willful or wanton acts by itself, its officials, coaches, volunteers, referees/umpires, agents, invitees and employees.

SECTION 3.03 DISTRICT FACILITIES IDENTIFICATION

The following FACILITIES will be available to the AAS on a first priority scheduling, subject to all permit requirements being met prior to scheduling:

a) Acreage Community Park – North Athletic Campus
*Use of all FACILITIES subject to the terms of Athletic Permit and the Facilities, Parks and Recreation Policies and Procedures.

SECTION 3.04 Non-Resident Fees

The AAS agrees to charge a 20% Non-Resident fee to all participants who are not residents of Indian Trail Improvement District or pay into the District's park system. The Non-Resident fee shall not exceed Thirty-Five ($35) Dollars.

The Non-Resident fee must be paid to Indian Trail Improvement District within Thirty (30) days of the close of registration for that sports season. The payment must include a receipt showing the breakdown of registrations received by the AAS for that sports season.

A Non-Resident Fee may not be charged for programs in Acreage Community Park South subject to the District's lease Agreement with Palm Beach County.

ARTICLE IV. MUTUAL CONSIDERATION.

SECTION 4.01 IN-KIND BENEFITS PROVIDED BY THE DISTRICT

The DISTRICT, agrees to provide the AAS with the following in-kind benefits during the Term of this Agreement:

IN-KIND BENEFIT	ESTIMATED VALUE
Field Use Waiver:	$17,100 per year

SECTION 4.02 FACILITIES – SCHEDULING PRIORITY

In Addition to the In-Kind Benefits, the DISTRICT agrees as follows:

a) The DISTRICT will not permit or grant the use of the FACILITIES, as described within this Non-Profit Athletics User Agreement, upon the approval for an Athletics Permit to the AAS during the normal seasons of AAS Athletics and Recreational Sports Programs.

b) The AAS shall have "First Priority" in scheduling use of the FACILITIES; provided, however, that priority shall be subject to: (a) the terms of the DISTRICT's Lease Agreement with Palm Beach County for Acreage Community Park South; and (b) established as provided herein in Section 7.01.

SECTION 4.03 INTELLECTUAL PROPERTY.

a) The AAS shall not use the DISTRICT'S name, logo, seal and/or service marks for any purpose or any medium without the DISTRICT's prior written consent. Upon approval, a limited, non-exclusive, royalty-free right to use any name, logos, and/or marks provided to the AAS by the DISTRICT for the specific purpose(s) set forth in this Non-Profit Athletics User Agreement.

ARTICLE V. ATHLETIC PERMIT

SECTION 5.01 ATHLETIC PERMIT TERMS AND CONDITIONS

Prior to the start of each sport season, the AAS shall apply for, and agree to the terms of, an Athletic Permit and provide the DISTRICT the required permit documents, no less than FORTY-FIVE (45) days prior to the start of that season, see Exhibit "A" Athletic Permit for more details. Upon

approval of the completed permit application the DISTRICT will provide the AAS with a copy of the approved permit. Any changes to the permit will require the written approval of the Facilities, Parks and Recreation Director prior to those changes taking effect.

ARTICLE VI. REPORTING

SECTION 6.01 RECORDS AND SPORTS DOCUMENTS REQUIRED BY DISTRICT

The DISTRICT requires the following documents prior to an Athletic Permit approval. Additional information or documents may be required depending upon the request.

a) Certificate of Insurance meeting the District's minimum requirements.
b) Contact information for all AAS Board Members.
c) Approved list of "Athletic Coaches" per F.S. 943.0438 – also known as Coaches, Assistant Coaches, Managers, Referees.
d) Affidavit affirming that all background checks have been performed and reviewed by the appropriate AAS designees and that all individuals that serve as Coaches, Assistant Coaches, Managers, Referees have successfully passed the F.S. 943.0438 criteria.
e) Affidavit affirming that all appropriate individuals completed and received Concussion Certificates per F.S. 943.0438.
f) Upon request by the District, copies of bylaws, training documentation, informed consent forms and all other documents required by Florida Statute 943.0438.
g) Upon request by the District, copies of Current Articles of Incorporation, including any amendments filed with the State of Florida, for the Acreage Athletic League, Inc.
h) Vendor/Contractor list, including their current licensing and insurance meeting the District's minimum requirements for the permitted season.
i) Copies of current practice/game schedules for the permitted season.

ARTICLE VII. SCHEDULING, MEETINGS AND FACILITY MAINTENANCE.

SECTION 7.01 FACILITY SCHEDULING, CONDITIONS & NOTICE

a. The DISTRICT reserves the right to assign FACILITIES for recreational purposes to any individual or group if their schedule requests do not interfere with the pre-approved AAS schedules and/or during normal seasonal periods to prevent the overuse of Athletic fields and surfaces and to allow for the maintenance and remediation of District Athletic Fields, Courts and Amenities.

b. The FPR-D, Facilities, Parks and Recreation Manager (FPR-M) or his/her designee must approve any changes to the pre-approved schedule for any Athletic Permit.

c. The AAS will immediately notify an on-site DISTRICT staff person or contact the FPR-M or FPR-D by text message, voice or email of any unsafe FACILITY conditions.

d. The AAS will notify the DISTRICT's FPR-M or contact the FPR-D by text message, voice or email of any injury or medical emergencies that may happen to participants, coaches, volunteers, referees/umpires, spectators or any person who is involved or observing AAS practices or games within TWO (2) hours of the

incident. The AAS will submit a DISTRICT provided incident report outlining the incident to the best of their knowledge within TWENTY-FOUR (24) hours of the incident.

e. The DISTRICT reserves the discretionary right to relocate or reschedule the AAS's scheduled FACILITY use due to maintenance, improvement projects, emergency or unforeseen circumstances.

f. The AAS understands and acknowledges the importance of fields and facilities down-time for maintenance, repairs, turf reunification, etc., and releases the DISTRICT from any claim of losses or inconvenience the AAS may experience during such down-time.

SECTION 7.02 REQUIRED MEETINGS WITH DISTRICT STAFF

Upon reasonable notice, a representative of the AAS must attend any meetings called by the FPR-D or FPR-M concerning this Agreement, Athletic Permit(s), concession operations or general concerns. Failure to attend such meetings may result in a recommendation to suspend an approved Athletic Permit or this Agreement.

SECTION 7.03 DISTRICT MAINTENANCE

a) The DISTRICT is responsible for the maintenance of the FACILITIES. At no time shall the AAS make any changes in or repairs to the DISTRICT's FACILITIES without written approval from the DISTRICT.

b) All field lining, field preparation and/or other FACILITY maintenance shall be performed by the DISTRICT.

c) The DISTRICT understands the importance of providing properly maintained fields/facilities and will do its best to ensure minimal impact of its operations on the AAS.

SECTION 7.04 FACILITY SCHEDULES

Per Section 4, page 6, of the Facilities, Parks and Recreation Policies and Procedures, DISTRICT park hours are from 8:00am-9:00pm for lighted parks and 8:00am-Sunset for non-lighted parks. (See Exhibit "B" for details)

a) The AAS agrees to abide by the Facilities, Parks and Recreation Policies and Procedures hours of operation. Any special requests beyond the time allotted in the Facilities, Parks and Recreation Policies and Procedures must be applied for in the Facility Use Permit for that specific sport season, and approved by the DISTRICT's Board of Supervisors, prior to the start of the season.

b) The DISTRICT's Facilities, Parks and Recreation Director or his/her designee may approve special requests to extend the hours of operation during special events, games, practices etc. These requests must be made no less than 30 min prior to the scheduled park closure time. Failure to request the time extension within the 30 min time frame may result in the extension being denied.

ARTICLE VIII. POLICIES AND PROCEDURES

SECTION 8.01 PARK RULES AND POLICES

The AAS shall abide by the facilities and park rules and regulations provided in the Facilities, Parks and Recreation Policies and Procedures, a copy of which is attached as **Exhibit "B"**.

SECTION 8.02 PARK VIOLATIONS

The AAS shall abide by the park violations provided in the Facilities, Parks and Recreation Policies and Procedures, a copy of which is attached as **Exhibit "B"**.

a) The AAS agrees to comply with all necessary enforcement of the park violation policy, including but not limited to, issues relating to trespass orders and other charges which the state may prosecute.
b) Coaches, Participants, Volunteers, Referees/Umpires, and Spectators prosecuted and charged with any violation of the parks policy will be banned from DISTRICT property for 1 year. Anyone who violates the park violation policy will not be allowed to participate in AAS activities and/or events which take place on DISTRICT property.
c) Any violation of this policy may result in the termination of this agreement.

ARTICLE IX. RISK MANAGEMENT

SECTION 9.01 MINIMUM INSURANCE COVERAGE

The AAS shall continuously maintain minimum liability insurance during the term of this Agreement in the amount acceptable to the DISTRICT'S Risk Manager and naming the Indian Trail Improvement District as additional insured on a primary, non-contributory basis. The DISTRICT'S minimum coverage and other insurance requirements are provided in the attached **EXHIBIT "C"**.

SECTION 9.02 SUPPLEMENTAL INSURANCE COVERAGE

In addition, as applicable, the AAS shall provide the following supplemental coverage based on the additional risks associated with its SERVICES:

a) Sexual Misconduct/Molestation Liability: Not less than $1,000,000 per occurrence, and $2,000,000 annual aggregate.
b) Special Event Insurance:
Must meet DISTRICT minimum standards and be provided to the DISTRICT no less than 30 days prior to an event's scheduled date.
c) Food Truck Insurance:
Must meet DISTRICT minimum standards and be provided to the DISTRICT no less than 30 days prior to an event's scheduled date.
d) All policies must include coverage for both sports coaches/instructors and participants.

SECTION 9.03 CERTIFICATES OF INSURANCE

a) This Agreement shall not be deemed approved until the AAS has obtained all insurance required under this section and has supplied the DISTRICT with evidence of such

coverage in the form of a Certificate of Insurance and required endorsements. The District or its insurance agent shall review and approve such Certificates.

b) The AAS'S liability insurance policies shall be endorsed to add the DISTRICT as an additional named insured on a primary non-contributory basis.

c) **Special Requirements for SERVICES provided in Acreage Community Park South**: The AAS's Certificate and Endorsements for Commercial General Liability and Automobile Coverage shall name Palm Beach County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement. The Additional Insured Endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents".

d) The AAS shall be responsible for all deductibles and self-insured retentions on their liability of insurance policies.

SECTION 9.04 LICENSING AND PERMITS

a) The AAS shall, without expense to the DISTRICT, be responsible for obtaining any necessary licenses and permits from any applicable Federal, State, or County agency in connection with the performance of the services specified herein.

b) The AAS shall obtain, maintain and display all licenses and permits per Federal, State, and Local laws, rules, regulations, ordinances, codes, directives, and guidelines while providing SERVICES business at DISTRICT FACILITIES.

c) **VENDOR LICENSING**
Must meet DISTRICT, state, and local minimum licensing requirements and be provided to the DISTRICT no less than 30 days prior to an event's scheduled date.

d) **FOOD TRUCK LICENSING**
Must meet DISTRICT, state, and local minimum licensing requirements and be provided to the DISTRICT no less than 30 days prior to an event's scheduled date.

SECTION 9.05 RELEASE OF LIABILITY

The AAS agrees to release DISTRICT from liability for the loss of or damage to merchandise, goods, equipment or any other property of the AAS or any of their suppliers stored or located on DISTRICT property caused by fire, theft, storm, or for any other reason that may arise.

SECTION 9.06 LIMITATION OF LIABILITY

a) In no event shall the DISTRICT be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of, or that relates in any way, to this Agreement, its performance, or the sponsorship directly or indirectly caused by the AAS, the AAS's coaches, referees/umps, spectators, volunteers, vendors, sponsors, businesses, or any other party the AAS conducts business with while on District property. This exclusion will apply regardless of the legal theory of which any claim for such damage(s) is based, whether DISTRICT or AAS had been advised of the

possibility of such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail or its essential purpose.

b) Neither the DISTRICT, nor its officers, agents or employees, will be responsible for the AAS's operations, financial management, scheduling or public relations in providing the SERVICES defined in this Agreement.

c) Neither the DISTRICT, nor its officers, agents or employees, will serve in any capacity on the AAS Executive Board.

SECTION 9.07 INDEMNIFICATION/HOLD HARMLESS CLAUSE

The AAS shall indemnify, defend and hold harmless the DISTRICT, it's officials, officers, agents and employees from and against any and all liability, suits, actions, damages, costs, losses, and expenses, including attorney's fees, demands or destruction of tangible property or loss of use resulting from, arising out of any errors, omissions, misconduct or negligent or willful acts of the AAS it's officials, coaches, volunteers, referees/umpires and employees in the performance of the SERVICES of the AAS under this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the DISTRICT of any immunity to which it is entitled by law, including but not limited to the DISTRICT'S sovereign immunity set forth in Section 768.28, Florida Statutes.

a) All vendors, businesses, sponsors, volunteers and/or any individuals conducting business or services on District property will be required to complete a Hold Harmless/Indemnification Agreement with the District and the AAS prior to conducting such business or service.

SECTION 9.08 NON-DISCRIMINATION

The AAS represents and warrants to the DISTRICT that the AAS will comply with the Title VI of the Civil Rights Act of 1964, as amended, and does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the AAS'S performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, gender identity or expression genetic information, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. The AAS further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, gender identity or expression genetic information, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement. In addition with respect to SERVICES provided in Acreage Community Park South, the AAS warrants that its SERVICES shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the DISTRICT.

SECTION 9.09 FIRST AID TREATMENT

The AAS further releases the DISTRICT, and it's officers, officials, agents and employees from any and all suits, liability, claims or judgement of any kind, including attorney's fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of,

or any manner connected with, any first aid treatment or lack thereof, or any services rendered or lack thereof, for injuries or illnesses, during participation in any activities, contemplated by this Agreement.

SECTION 9.10 E-VERIFY.
The AAS warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. The AAS agrees and acknowledges that commencing January 1, 2021, DISTRICT, as a public employer, is subject to the E-Verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if DISTRICT has a good faith belief: (a) that the AAS has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for the AAS under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, DISTRICT shall promptly notify the AAS and order the AAS to immediately terminate its agreement with said subcontractor as to this contract. CONTRACTOR shall be liable for any additional costs incurred by DISTRICT as a result of the termination of the contract based on the AAS's failure to comply with E-Verify requirements referenced herein.

SECTION 9.11 WEATHER CONDITIONS/ACTS OF GOD

d) The AAS shall be responsible for determining if weather conditions are safe prior to, during, and after the times of practices, games or events. The AAS shall promptly notify the DISTRICT and any participants or spectators of such unsafe conditions and resulting cancellations.
e) Upon receiving approval from the FPR-M, the AAS will be responsible for rescheduling any missed practices, games or events. The DISTRICT shall not be responsible for missed practices, games or events due to unsafe weather conditions, unforeseen circumstances or natural causes.
f) The FPR-M may cancel, postpone or delay any practice, game or event due to inclement weather, or any other conditions which might endanger the participants or spectators or damage the FACILITIES.
g) Failure for the AAS to ensure the safety of the participants and/or spectators may result in the termination of a particular Athletic Permit or this entire Agreement.

ARTICLE X. TERMINATION OF NON-PROFIT ATHLETIC USER AGREEMENT

SECTION 10.01 TERMINATION WITHOUT CAUSE.
The DISTRICT Board of Supervisors reserves the right to terminate this Agreement "Without Cause" by issuing a ONE-HUNDRED-TWENTY (120) days written notice to the AAS.

SECTION 10.02 TERMINATION FOR CAUSE
The DISTRICT Board of Supervisors reserves the right to terminate this Agreement "With Cause" by issuing THIRTY (30) days written notice to the AAS.

ARTICLE XI, MISCELLANEOUS

SECTION 11.01 SEVERABILITY
If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 11.02 HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS
Headings are for convenience or reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 11.03 NO AUTHORITY TO BIND
The AAS shall have no authority to contract for or legally bind the DISTRICT with respect to any matter, including but not limited to the subject matter of this Agreement.

SECTION 11.04 AMENDMENTS

a. This Agreement constitutes the entire agreement between the AAS and the DISTRICT and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
b. No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 11.05 ASSIGNABILITY
This Agreement shall not be assigned, transferred, or sublet without the written consent of both Parties.

SECTION 11.06 CONSENT TO JURISDICTION

In any action or proceeding arising out of, or relating to, this Agreement, the Parties submit to the Jurisdiction of a State or Federal court competent jurisdiction. The venue of any action arising from this Agreement shall be in a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 11.07 SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

SECTION 11.08 HUMAN TRAFFICKING

The AAS warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Contractor/Consultant] has executed **EXHIBIT "D"** (Nongovernmental Entity Human Trafficking Affidavit), which is attached hereto and incorporated herein by this reference.

SECTION 11.09 NOTICES

Whenever either party desires to give notice to the other party, it must be given written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as their respective places for giving notice, to wit:

FOR AAS:

ACREAGE ADULT SOFTBALL
President
7020 Seminole Pratt Whittney Rd.
Loxahatchee, Florida 33470

FOR DISTRICT:

INDIAN TRAIL IMPROVEMENT DISTRICT
Executive Director
13476 61st Street North
West Palm Beach, Florida 33412

WITH COPY TO:

INDIAN TRAIL IMPROVEMENT DISTRICT
Director of Facilities, Parks and Recreation
13476 61st Street North

West Palm Beach, Florida 33412

SECTION 11.10 EFFECTIVE DATE
This Agreement will be effective on the date on which the last party signs.

SECTION 11.11 SUPERSEDE CLAUSE
This Agreement supersedes and replaces all previous agreements the District has or had with The Acreage Adult Softball.

---- REMAINDER OF PAGE INTENTIONALLY BLANK----

IN WITNESS WHEREOF, DISTRICT and AAS have made and executed this Agreement as of the dates set forth below.

EXECUTED by **DISTRICT** this _____ day of _____, 2025.

[DISTRICT SEAL]

INDIAN TRAIL IMPROVEMENT DISTRICT,
an independent special district of the State of Florida

ATTEST:

_____
Betty Argue, Secretary

By: _____
Elizabeth Accomando
President, Board of Supervisors

EXECUTED by **AAS** this _____ day of _____, 2026.

[CORPORATE SEAL]

ACREAGE ADULT SOFTBALL, a
Florida corporation not-for-profit

By: _____
Signature

_____
Name Printed

Its: President

EXHIBIT "A"
ATHLETIC PERMIT

EXHIBIT "B"
FACILITIES, PARKS AND RECREATION POLICIES AND PROCEDURES

EXHIBIT "C"
MINIMUM INSURANCE REQUIREMENTS

Unless otherwise provided in the Agreement, following is the MINIMUM acceptable insurance to be carried by a District Contractor:

I. **Commercial General Liability:**

(A) Bodily Injury Limit:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

Property Damage Limit:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

(B) **OR** a Combined Single Limit of Bodily Injury and Property Damage:

$1,000,000	Each Occurrence
$2,000,000	Annual Aggregate

(C) The Contractor's Commercial General Liability shall include Contractual Liability and Products/Completed Operations Liability (may be included in General liability coverage). Claims-made or modified occurrence policies are unacceptable.

II. **Automobile Liability** Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

$1,000,000	Per Occurrence

III. **Workers Compensation**

Statutory Limits and	$ 300,000	Each Accident
	$1,000,000	Disease-Policy Limit
Employers Liability	$1,000,000	Disease-Each Employee

IV. **Umbrella Excess Liability Insurance**:

(A) $3,000,000 Each Occurrence

$3,000,000 Annual Aggregate

(B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

(C) If Scope of Work provides, Contractor may use umbrella or excess liability to satisfy minimum coverage for General Lability, Auto Liability and Employer's Liability.

V. **Notice of Cancellation**:

The insurance afforded above may not be terminated, reduced, non-renewed or materially changed unless thirty (30) days prior written notice of such termination, reduction, non-renewal or material change is mailed to District (unless terminated for non-payment in which event ten (10) days notice is required). New Insurance Certificate may be required.

VI. **Professional Liability (Errors & Omissions) Insurance (if applicable)**

(A) $1,000,000 Per Claim

(B) $2,000,000 Annual Aggregate

(C) $25,000 Maximum Deductible Per Claim

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

VII. **Insurance Certificate (COI):**

Indian Trail Improvement District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a Certificate of Insurance (COI) reflecting same shall be delivered to Indian Trail Improvement District. The Certificate of Insurance shall be maintained on a continuing basis throughout the Term of the Agreement. Contractor shall provide a new Certificate of Insurance evidencing changes to coverage or the issuance of replacement coverage.

VIII. **Waiver of Subrogation.**

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the

District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

IX. **Policy Endorsement**:

Indian Trail Improvement District shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Contractor's Commercial General Liability insurance Policy. The Additional insured Endorsement shall read "Indian Trail Improvement District, an Independent Special District of the State of Florida, its Officer, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary and non-contributary basis for the policies required by the Agreement (excluding Workers Compensation). A copy of the Policy Endorsement(s) shall be provided to District.

X. **Acceptable Insurers**

At a minimum, Insurers shall have an A. M. Best Rating of A:VII.

XI. **Special Risks or Circumstances for Supplemental Services (if applicable)**

(A) District reserves the right to modify these requirements, including limits, for Supplemental Services or Work, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances involved in a project. If modifications in insurance coverage are required, such modifications will be defined in a written Work Authorization

(B) **Sexual Misconduct/Molestation Liability Coverage**

(1) $1,000,000	Per Occurrence
(2) $2,000,000	Annual Aggregate

Required of any Contractor having direct interaction with minors. May be satisfied by endorsement to the Contractor's General Liability Policy or by separate policy.

(C) **Liquor Liability Coverage**

. (1) $1,000.000 Per Occurrence

(2) $2,000,000 Annual Aggregate

Required of any Contractor that distributes, sells or serves alcoholic beverages or if their activities require a liquor license.

XII. **Sub-Contractors.**

Unless otherwise provide in the Agreement, Sub-Contractors employed by the Contractor to perform some portion of the Work shall also provide and continuously maintain the minimum coverage required by this Policy. It shall be the Contractor's responsibility to require and confirm that its Sub-Contractors satisfy these requirements.

EXHIBIT "D"
NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of The Acreage Adult Softball. ("AAS") and attest that AAS 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.

_____
(Name Signed)

_____
(Name Printed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ of The Acreage Adult Softball, a Florida corporation not-for-profit, on behalf of the corporation. He/she is □ personally known to me or □ has produced _____ (Type of Identification) as identification.

_____ (Notary Seal)
Signature of Notary Public

_____
Print, Type or Stamp Name of Notary

_____
Notary Public

_____
Serial Number, if any

Electronic Articles of Incorporation For

ACREAGE ADULT SOFTBALL INC

N26000000621
FILED
January 06, 2026
Sec. Of State
grkersey

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

ACREAGE ADULT SOFTBALL INC

Article II

The principal place of business address:

6701 140TH AVE N
LOXAHATCHEE, FL. US 33470

The mailing address of the corporation is:

12570 ORANGE GROVE BLVD
ROYAL PALM BEACH, FL. US 33411

Article III

The specific purpose for which this corporation is organized is:

ADULT SOFTBALL LEAGUE. WE WILL COLLECT DUES FROM PARTICIPATING TEAMS. DUES ARE NOT FOR PROFIT BUT ARE NECESSARY FOR EXPENSES TO RUN THE ATHLETIC LEAGUE PLAY. SOME EXAMPLES WOULD BE PARK PERMITS, EQUIPMENT AND FIELD PAINT/CHALK

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

MICHAEL P GIES
12570 ORANGE GROVE BLVD
ROYAL PALM BEACH, FL. 33411

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: MICHAEL GIES

N26000000621
FILED
January 06, 2026
Sec. Of State
grkersey

Article VI

The name and address of the incorporator is:

MICHAEL GIES
12570 ORANGE GROVE BLVD

ROYAL PALM BEACH FL 33411

Electronic Signature of Incorporator: MICHAEL GIES

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: VP
MICHAEL P GIES
12570 ORANGE GROVE BLVD
ROYAL PALM BEACH, FL. 33411 US

Article VIII

The effective date for this corporation shall be:

01/01/2026

AGENDA ITEM NO. 11.6

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Kenny Lawrence
DEPARTMENT:	Parks
ITEM TYPE:	Permits
AGENDA SECTION:	FACILITIES, PARKS & RECREATION AGENDA
SUBJECT:	Consider: Facility Use Permit for Florida Sports Leagues.
BACKGROUND:	Florida Sports Leagues has requested to use Acreage Community Park South Expansion's new artificial turf field run their adult soccer league. Their request is for a 4 10-week season year-round. Florida Sports Leagues organizes adult recreational sports that host four 10-week seasons year-round. The league has men's, women's, coed, over 30, and over 40 divisions. They also have experience in running youth leagues, camps, and clinics including tournaments. They would like to start their league at Acreage Community Park South Expansion upon completion of the artificial turf field. Schedule: (League is open to other schedules if required) Sundays 6pm-10pm, subject to availability and one weekday 7:00pm-10pm, subject to availability
FISCAL IMPACT:	Fee Waiver Request: Field requested is subject to FCT Agreement

RECOMMENDATION:

Motion to approve Florida Sports League's permit request to host their league at Acreage Community Park South Expansion, subject to staff and legal review.

Motion to deny Florida Sports League's permit request to host their league at Acreage Community Park South Expansion.

ATTACHMENTS:

Florida Sports Leagues - Adult Soccer - ACPS.pdf

Facility Information

Any group or organization with larger than 10 participants utilizing our sports fields require a permit.

Receipt of the application is not a guarantee of facility use. Application will not be finalized until approved and executed by the Parks and Recreation Director or designee. Submit this application form online or in person to: 14893 89th pl N west Palm Beach Fl 33412.

The facility use application form is only available online

FACILITY USE POLICIES & PROCEDURES

RATES AND FEES

* **Type of Facility Requested**
Multi-Purpose Field

* **Name of Facility Requested**
Acreage Community Park

* **Is your organization 501(C) Not for profit, or Florida Non-Profit?**
Yes

Read-Only Text

* **Name of Organization/Applicant**
Florida Sports Leagues

* **Email Address**
bryancmeyer@gmail.com

* Full Address
6157 Mullin Street
Jupiter FL 33458

Phone
(904) 813-8480

Event Details

* **Name of Event**
Adult Recreational Soccer

* **Description of Event**
We organize adult recreational games that play four 10 week seasons year round. We do men's, women's, coed, over 30, and over 40 divisions. We are capable of doing youth leagues, camps, and clinics. We also do soccer tournaments.

* **Event Date**
01/25/2026

If you have selected a park pavilion, please select the time slot(s) you would like to rent:

If you have selected to host a special event, rent Hamlin House, or rent a sports field please enter the times you would like to rent, please keep in mind this does include set up and break down.

Enter the requested time(s) for your event
6-10pm Sundays and one weekday 7-10pm

Please answer all questions correctly. Unanswered questions may delay your request.

Special Requests
One full size turf field

* **Is this event advertised or open to the public?**
Yes

* **Is this a fundraising event/revenue producing event?**
No

* **Will there be soliciting or selling of any kind?**
No

* **Will there be amplified sound at this event?**
No

Will there be a bounce house at this event?
No

* **Will there be any type of display or advertizing at this event?**
No

* **Will there be a charge to enter this event? (If yes, how much?)**
No

$
SKIPPED

* **Will alcohol be served at this event? (If yes what type)**
No

Type of Alcohol
SKIPPED

* **Will you be using a caterer for this event? (If yes please fill out the information below)**
No

Contact info
SKIPPED

PLEASE READ CAREFULLY

INDIAN TRAIL FACILITY USE REQUIREMENTS AND CONSIDERATIONS

INDIAN TRAIL RULES_REGULATIONS_INDEMNIFICATION

BOUNCE HOUSE POLICY ACKNOWLEDGEMENT

If the applicant provides false information such as: purpose of event, names & addresses of event holder(s), number of persons in attendance, etc., the event may be cancelled prior or during the event at the discretion of the District Staff and may result in forfeiture of fees and deposits and/or denial of current and future applications for use of Department facilities and may incur additional District charges.

*By signing below I certify that I have read and understand all the rules and regulations governing the use of the parks and facilities. I, the undersigned, do hereby agree that we will abide by the policies governing the use of the parks and will be responsible for any damages to the parks, facility, furniture, or equipment caused by our occupancy of the property. I understand that any false information provided or violation of any rules and policies will result in immediate cancellation of our event and will cause forfeiture of all fees and deposits.

* **Signature and Date**
Bryan Meyer

AGENDA ITEM NO. 11.7

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Kenny Lawrence
DEPARTMENT:	Parks
ITEM TYPE:	Permits
AGENDA SECTION:	FACILITIES, PARKS & RECREATION AGENDA
SUBJECT:	Consider: Facility Use Permit for Outpost Athletics League Corp.
BACKGROUND:	Outpost Athletics League Corp. has requested to use Baseball Field 2 or Field 3 to launch a new athletic league, with full details available at https://outpostathletics.com/ . Their goal is to build toward 24 participants, though the initial launch may consist of only one team. I am requesting access to one field per the requested days and times. The league aims to double in size annually (48 in year two, 96 in year three), with potential seasonal growth. Additional time slots or fields may be requested as the league expands. They would like to host their league at Acreage Community Park starting on February 17th, 2026. Schedule: Tuesdays/Thursdays or Monday/Wednesday 6pm-8pm, Saturday/Sundays 12pm-4pm, subject to availability
FISCAL IMPACT:	Fee Waiver Request.

RECOMMENDATION:

Motion to approve Outpost Athletics League Corp. permit request to host their league at Acreage Community Park, subject to staff and legal review.

Motion to deny Outpost Athletics League Corp. permit request to host their league at Acreage Community Park.

ATTACHMENTS:

Outpost Athletics League - Baseball Permit - ACP.pdf

Facility Information

*****Any group or organization with larger than 10 participants utilizing our sports fields require a permit.*****

Receipt of the application is not a guarantee of facility use. Application will not be finalized until approved and executed by the Parks and Recreation Director or designee. Submit this application form online or in person to: 14893 89th pl N west Palm Beach Fl 33412.

The facility use application form is only available online

FACILITY USE POLICIES & PROCEDURES

RATES AND FEES

* **Type of Facility Requested**
Multi-Purpose Field

* **Name of Facility Requested**
Acreage Community Park

* **Is your organization 501(C) Not for profit, or Florida Non-Profit?**
Yes

Read-Only Text

* **Name of Organization/Applicant**
Outpost Athletics League Corp.

* **Email Address**
support@outpostathletics.com

* Full Address
17966 67th Ct N
Loxahatchee FL 33470

Phone
(561) 531-4824

Event Details

* **Name of Event**
Developmental Baseball League

* **Description of Event**
Ongoing league with multiple days of field use per week.

* **Event Date**
02/17/2026

If you have selected a park pavilion, please select the time slot(s) you would like to rent:

If you have selected to host a special event, rent Hamlin House, or rent a sports field please enter the times you would like to rent, please keep in mind this does include set up and break down.

Enter the requested time(s) for your event
Weekly: Tuesday/Thursday OR Monday/Wednesday 6pm-8pm Saturdays/Sundays 12pm-4pm depending on game schedules.

Please answer all questions correctly. Unanswered questions may delay your request.

Special Requests
I am requesting use of Field 2 or Field 3 to launch a new athletic league, with full details available at https://outpostathletics.com/ . The goal is to build toward 24 participants, though the initial launch may consist of only one team. I am requesting access to one field per the requested days and times. The league aims to double in size annually (48 in year two, 96 in year three), with potential seasonal growth. Additional time slots or fields may be requested as the league expands.

* **Is this event advertised or open to the public?**
Yes

* **Is this a fundraising event/revenue producing event?**
No

* **Will there be soliciting or selling of any kind?**
Yes

* **Will there be amplified sound at this event?**
No

Will there be a bounce house at this event?
No

* **Will there be any type of display or advertizing at this event?**
Yes

* **Will there be a charge to enter this event? (If yes, how much?)**
No

$
SKIPPED

* **Will alcohol be served at this event? (If yes what type)**
No

Type of Alcohol
SKIPPED

* **Will you be using a caterer for this event? (If yes please fill out the information below)**
No

Contact info
Jason Vujnich 561-531-4824 support@outpostathletics.com

PLEASE READ CAREFULLY

INDIAN TRAIL FACILITY USE REQUIREMENTS AND CONSIDERATIONS

INDIAN TRAIL RULES_REGULATIONS_INDEMNIFICATION

BOUNCE HOUSE POLICY ACKNOWLEDGEMENT

If the applicant provides false information such as: purpose of event, names & addresses of event holder(s), number of persons in attendance, etc., the event may be cancelled prior or during the event at the discretion of the District Staff and may result in forfeiture of fees and deposits and/or denial of current and future applications for use of Department facilities and may incur additional District charges.

*By signing below I certify that I have read and understand all the rules and regulations governing the use of the parks and facilities. I, the undersigned, do hereby agree that we will abide by the policies governing the use of the parks and will be responsible for any damages to the parks, facility, furniture, or equipment caused by our occupancy of the property. I understand that any false information provided or violation of any rules and policies will result in immediate cancellation of our event and will cause forfeiture of all fees and deposits.

* **Signature and Date**
Jason Vujnich 1/7/2026

AGENDA ITEM NO. 11.8

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:

SUBMITTED BY: Kenny Lawrence

DEPARTMENT: Parks

ITEM TYPE: Contracts/Agreements/Leases

AGENDA SECTION: FACILITIES, PARKS & RECREATION AGENDA

SUBJECT: Temple Park Tennis Court & Basketball Court Resurfacing

BACKGROUND: As part of the Fiscal Year 2026 Budget, staff recommended the use of a new court surface product that would not require a full removal of the base at a lower price which would extend the lifespan without a complete renovation of the courts. After further review of the product, staff does have concerns about the lifespan of the material because neither the basketball nor tennis courts are covered. Plus, we were upfront that the original installation of both courts does not appear to have been done correctly with proper stabilization.

Therefore, the Board may want to reconsider the entire project and do a complete renovation of both courts.

FISCAL IMPACT: TBD

RECOMMENDATION: Discussion and Consideration of a Complete Renovation

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ATTACHMENTS:

AGENDA ITEM NO. 11.9

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:

SUBMITTED BY: Kenny Lawrence

DEPARTMENT: Parks

ITEM TYPE: Discussion Item

AGENDA SECTION: FACILITIES, PARKS & RECREATION AGENDA

SUBJECT: Equestrian Trail Update

BACKGROUND: Horse Trail Fence Installation along 130th Avenue North 10,696 linear feet - Estimated material price per linear foot $3.92 for fencing material only. (See breakdown below)

Price Breakdown:
- Fencing Material per quote: $41,893.95
- 12' Gates: $189.99 each (exact price subject to the actual number of openings) Estimate based on 3 sections, 4 gates per section. (60th to Persimmons, Persimmons to 44th, 44th to 40th) total of $2,279.88
- Misc. expenses such as concrete for gate posts, nails, screws etc. $500

Total Project Estimate: $44,673.83

Adopt-a-Trail Program
Trail Sponsorship Description and Levels

FISCAL IMPACT: $44,673.83

RECOMMENDATION: Discussion

ATTACHMENTS:

W&W Fence Quote for Equestrian Trail_10,696 LF.pdf

W & W LUMBER-INDIANTOWN
P.O. BOX 1
16500 SW WARFIELD BLVD.
INDIANTOWN, FL 34956
PHONE: (772) 597-3506
www.ww-lumber.com

CUSTOMER NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	CREATED BY:	DATE / TIME:
500454	001			SBRITT	1/22/26 3:25

CUSTOMER:
INDIAN TRAIL IMPROVEMENT DIST
13476 61ST STREET N

WEST PALM BEACH FL 33412
561-793-0874

DELIVERY ADDRESS:
INDIAN TRAIL IMPROVEMENT DIST
561-719-1321

WEST PALM BEACH FL 33412
561-793-0874

TERMINAL: 578
SALESPERSON: 10 SCOTT BRITTON
TAX: 500 INDIANTOWN/JENSEN EXE

EXPIRATION DATE: **1/7/26**

ESTIMATE: 305484/5

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	1338	EA	678P	6"-7"X8 FT CCA POLES		1338	19.55 /EA	26,157.90
2	1337	PC	268PT	2X6X8 PT PINE		10696	0.69 /LF	7,380.24
3				AND OR OPTION CORRAL BOARDS				
4	669	EA	54616RSPT	5/4 X 6 X 16 RSPT THICK		669	12.49 /EA	8,355.81
5	1	EA	FREE	FREE DELIVERY-FEED/RANCH SUPPLY		1	/EA	

TAXABLE	41893.95
NON-TAXABLE	0.00
SUB-TOTAL	41893.95
TAX AMOUNT	0.00
TOTAL AMOUNT	**41893.95**

X _____
ACCEPTED BY

AGENDA ITEM NO. 12.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval: SP-0620 FPL 1 Hand Hold 2 Under Ground 5 Pole Removals
BACKGROUND:	This special permit is to remove five power poles and install 1 handhole, as shown on 9 sheet titled “WR 14191036” dated 09/03/25
FISCAL IMPACT:	There are no fiscal impacts as the permittee is responsible for payment of permit review and construction observation cost incurred by the district.
RECOMMENDATION:	Motion to approve SP-0620 with conditions and attachments

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ATTACHMENTS:
2026_0128_SP-0620 FPL 1HH 2UG 5 Removals.pdf

SPECIAL PERMIT No. SP-0620

THIS PERMIT, granted this 28th day of January, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to FPL, hereinafter referred to as the "Permittee", is a non-exclusive permit to remove five power poles and install 1 handhole, as shown on 9 sheet titled "WR 14191036" dated 09/03/25, attached hereto and made a part thereof.

W I T N E S S E T H:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands; to obtain any and all applicable federal, state, and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit.

2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title, or ownership as to the subject property for which this Permit is sought.

3. District specifically reserves the right to maintain its facilities located on the property; to make improvements; add additional facilities; maintain, construct, or alter roads; maintain any facilities, devices or improvements on the property which aid in, or are necessary to, District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the District, from time to time, may require Permittee to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the District, in its reasonable opinion, from properly and faithfully constructing, improving, and maintaining its facilities. District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment, and other improvements if Permittee fails to do so within a reasonable time; and Permittee hereby agrees to reimburse District for all its costs and expenses incurred in connection therewith upon demand.

4. Permittee agrees that it will not use the property in any manner which materially interferes with the District's use of lands or causes a hazardous condition to exist.

5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

6. Permittee shall adhere to the General and Special Conditions attached hereto and made a part hereof.

7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair, or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

8. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities of others resulting from the installation, operation, maintenance, repair, or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

9. Permittee shall, at its own expense, upon ninety (90) days written notice to Permittee from the District, remove or relocate any facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient, or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.

10. Permittee shall, at its own expense and within a reasonable time, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.

11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.

12. If Permittee shall violate any of the terms or conditions of this Permit or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.

13. This Permit may not be assigned without approval of the Board of Supervisors of the District.

14. Permittee shall reimburse the District for its legal, engineering, and other expenses incurred as a result of the implementation of the project during permit review and approval, and during construction.

15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorney's fees and litigation expenses.

16. Construction shall begin within 2 years from the date of issuance. An extension of 2 years may be granted by the Executive Director upon receipt of a written request. Further extensions require Board approval.

INDIAN TRAIL IMPROVEMENT DISTRICT

WITNESSES:

By: _____ Date: _____

_____

Name Typed: _____

_____

Title: _____

President or Vice President, Board of Supervisors

Note: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

PERMIT INFORMATION

OWNER

Florida Power & Light Company	
C/O Errica Hunter	561-640-2366
Name	Business Phone
6001 Village Blvd	Errica.hunter@nextEraEnergy.com
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Dillon Engel	954-445-1860
Name	Business Phone
6001 Village Blvd	
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

GENERAL CONDITIONS

A. GENERAL

1. This Permit does not constitute a waiver or approval of any other permit from other agencies which may be required for the total project.

2. Notification shall be given to the District Engineer forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the work is deemed completed, a final inspection shall be held by the District Engineer in the presence of a representative of the Permittee.

3. The installation shall be constructed in full accordance with the approved plans and specifications. Deviations from the plans shall be coordinated with the office of the District Engineer.

4. When working in District road rights-of-way, not more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication, Manual on "Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations".

5. The Permittee shall protect the District against liability, public or private, resulting from their operation hereunder. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of the Permit.

6. This Permit shall not be construed as a representation that the District has sole authority with respect to the pertinent property.

7. Permittee shall retain a professional engineer licensed in the State of Florida, to conduct on-site observations of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. The required improvements shall not be considered complete until a certificate of completion, certifying to construction in conformance with the approved drawings, and the final project records have been submitted to, reviewed, and approved by the District Engineer.

The engineer's certification shall be as follows:

I hereby notify the Indian Trail Improvement District of the completion of construction of the permitted project and certify that the work has been constructed in substantial conformance with the drawings permitted by the Indian Trail Improvement District. Copies of the Record Drawings, in the proper format, are enclosed with deviations noted.

8. Upon completion of the installation and after the final inspection, THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF "RECORD DRAWINGS". FAILURE TO PROVIDE RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT. The Record Drawings should include (1) set of PDF files, and the corresponding digital AutoCAD file. All items should be on the Florida State Plane Coordinate System, NAD 1983 East Feet, and geo-referenced to an identified Palm Beach County section center. If Permittee cannot provide, District Engineer will at Permittee's expense.

9. Roadway Pavement replacement shall be in accordance with the "Typical Roadway Pavement Replacement Detail".

10. If, within one (1) year after the date of District acceptance of the pavement replacement, any work covered under this Permit is found to be defective by the District, Permittee shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective work. If Permittee does not completely comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected, or rejected work removed and replaced, and all direct and indirect costs of such removal, replacement, or correction, including compensation for additional professional services, shall be paid by the Permittee.

11. Permittee agrees not to cause or permit the Property to be used for the generation, handling, storage, transportation, disposal, or release of any Hazardous Materials, except as exempted or permitted under applicable Environmental Laws, and Permittee shall not cause or permit the property, or any activities conducted thereon, to be in violation of any applicable Environmental Laws. Permittee agrees to indemnify the District and hold the District and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and order, judgments, remedial action, requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, directly or indirectly resulting in whole or in part from Permittee's violation of any Environmental Laws applicable to the Property, or any activity conducted thereon caused by Permittee or its employees, agents, licensees, invitees, guests or any other

party under Permittee's control, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials or in connection with the Property caused by Permittee or its employees, agents, licensees, invitees, guests, or any other party under Permittee's control, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws as a result thereof. All sums paid and costs incurred by the District with respect to the foregoing matters shall be payable by Permittee as additional permit fees hereunder.

12. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 Nephelometric Turbidity Units above background level. Adequate silt containment procedures and equipment shall be used to control turbidity at all times. Water samples to be taken upstream and downstream prior to construction and during construction daily and made available to the District at their request.

13. The Permittee shall be obligated throughout the term of this Permit to provide insurance coverage in accordance with the attached exhibit titled "Insurance Coverage".

B. UNDERGROUND UTILITIES

1. All underground utilities shall have a minimum cover of forty-two (42") inches below profile grade of District waterways and thirty (30") inches below profile grade of District roadways.

2. All utility installations shall maintain a minimum clearance of twelve (12") inches, either over or under culverts and shall be protected; however, other depths may be specified by the District Engineer.

3. The roadway right-of-way, in its entirety, shall be left in as good a condition as that which existed before construction. A mutual inspection shall be made of all existing facilities within the construction area no later than twenty-four (24) hours before the work begins.

4. All installations shall be constructed in a workmanlike manner:
   a. Trenches shall be refilled in a thoroughly compacted manner so that no future settling will occur.

   b. The Permittee shall, at the request of the District Engineer or his duly authorized representative, submit copies of density reports of density determinations by an independent testing laboratory when paved roadway surfaces have been cut. If density reports are requested, they shall be furnished prior to final inspection.
   c. The finished surface of the excavated area shall be replaced with the same type materials as existed when the work began, such as sod for sod, shell

for shell, etc.

5. Where fill, slopes, shoulders and/or ditches are disturbed, they shall be stabilized as directed by the District Engineer or his duly authorized representative, in a manner that will afford protection against erosion.

6. All pavement crossings, if made subsequent to final placement of base material and pavement surface, shall be made by jacking, boring or augering, and shall contain an adequate casing if required by the District Engineer.

SPECIAL CONDITIONS

1. Permittee shall prevent on-site erosion and sediment from leaving the site during construction. At completion of construction, all non-paved areas shall be sodded.

2. All drainage pipe and installation thereof shall conform to the requirements of Florida DOT specifications, latest applicable sections to date.

3. The requirements for pipe backfill shall be as defined in Florida DOT specifications (AASHTO T-99 or T-180). Permittee shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavated areas and provide protection against soil erosion.

4. Permittee shall forward all test results (except building tests) to the District Engineer.

5. Permittee shall comply with all conditions imposed by the District and/or other governing agencies, including but not limited to the following:

   a. Permittee shall utilize best management practices at each storm inlet in accordance with the final approved plans.

   b. Permittee shall construct stormwater treatment facilities in accordance with the existing South Florida Water Management District permit. A copy of such permit shall be provided to the District.

6. Permittee shall insure that quantity of stormwater discharged into the District's canal will not cause erosion of the canal bank. If such discharge does cause erosion, Permittee shall be responsible, at its sole cost and expense, to maintain and repair said canal bank.

7. If the works of the Permittee require the obtaining of an Environmental Protection Agency NPDES Permit, then the Permittee shall be required to obtain the appropriate NPDES Permit and provide a copy of the NPDES Permit and NPDES stormwater pollution prevention plan to both Palm Beach County and the District prior to commencement of the subject works.

8. The Permittee shall be required to: (a) implement a maintenance program for the permitted works, (b) carry out an annual inspection of the permitted works and (c) following inspection, have an inspection report prepared by a qualified professional. The Permittee shall be responsible for retaining a copy of said inspection report and providing a copy of same to the District by February 1st of each year.

9. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party, or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be obligated to comply with all of the conditions of this Permit including, without limitation, implementation of the above mentioned maintenance program and the provision of the annual inspection report to the District.

10. If any act of negligence, omission, or commission by the Permittee or third party operator should adversely affect Palm Beach County's obligations under the County's NPDES Permit, then Permittee shall within forty-eight hours following receipt of written notice by the District of such act promptly cease and rectify same, otherwise this Permit shall be immediately suspended until such time as reinstated by the District in writing.

11. Permittee shall be solely responsible for ensuring that all stormwater discharge meets the applicable water quality standards. In the event that the discharge does not meet such standards, Permittee must disconnect the stormwater inlet and shall be prohibited from discharging into the District's canal.

12. If Permittee fails to abide by Palm Beach County's NPDES Permit, the applicable water quality standards, or any of the conditions set forth herein, and fails to remedy same within ten (10) business days from the date of receipt of such notice of violation by the District, then the District shall have the right but not the obligation to initiate such remedial activity as the District deems necessary and appropriate. Any and all costs so incurred by the District shall be paid by the Permittee to the District within ten business days following receipt of a District invoice for same and if not paid the District may thereafter revoke this Permit without further notice or hearing.

13. Provide Maintenance of Traffic (MOT) as required in accordance with the Florida Department of Transportation (FDOT) Index 600 Series.

14. Permittee shall notify the District at least two (2) weeks prior to all temporary traffic lane closures implemented as part of the MOT during construction.

15. All proposed poles, including replacement of existing poles, and hand holes shall be located outside of ITID's canal right-of-ways. The same shall apply in the extension of ITID canal right-of-ways through ITID road rights-of-way, for example, where a canal crosses or dead ends at a road.

EXHIBIT
INSURANCE COVERAGE

GENERAL

Indian Trail Improvement District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

1.	State:	Statutory
2.	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
3.	Employer's Liability:	$ 500,000

Comprehensive General Liability:

1. Bodily Injury (including completed operations and Products Liability):

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate

Property Damage:

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate
or a combined single limit of	$1,000,000

2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable.

3. Personal Injury, with employee exclusion deleted

$1,000,000	Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:
   $ 500,000 Each Person
   $1,000,000 Each Occurrence

2. Property Damage:
   $ 500,000 Each Occurrence
   or a combined single limit of $1,000,000

Umbrella Excess Liability Insurance:

1. $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

2. The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

The comprehensive general liability insurance and umbrella insurance required herein shall include Owner and Engineer as additional insured.

Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

1. Bodily Injury: Each Occurrence
   $1,000,000

2. Property Damage:
   $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

COVER PAGE WR# 14191036

ACREAGE / 406766 - ACREAGE / 406767

GENERAL CONSTRUCTION NOTES
-ANY CHANGES TO PROPOSED DESIGN TO BE ADDRESSED WITH THE PROJECT ENGINEER/LEAD, NO EXCEPTIONS
-RELOCATE EXISTING TRIP SAVERS TO NEW POLE UNLESS OTHERWISE NOTED
-RELOCATE EXISTING O.L./S.L. BRACKETS TO NEW POLE UNLESS OTHERWISE NOTED
-ALL OH SVC DROPS ARE 1/0A TPX UNLESS NOTED OTHERWISE

INDIAN TRAIL IMPROVEMENT DISTRICT NOTIFICATION PERMIT

NOTIFY INDIAN TRAILS
IMPROVEMENT DISTRICT 48
HOURS PRIOR TO CONSTRUCTION

CONSTRUCTION LEGEND

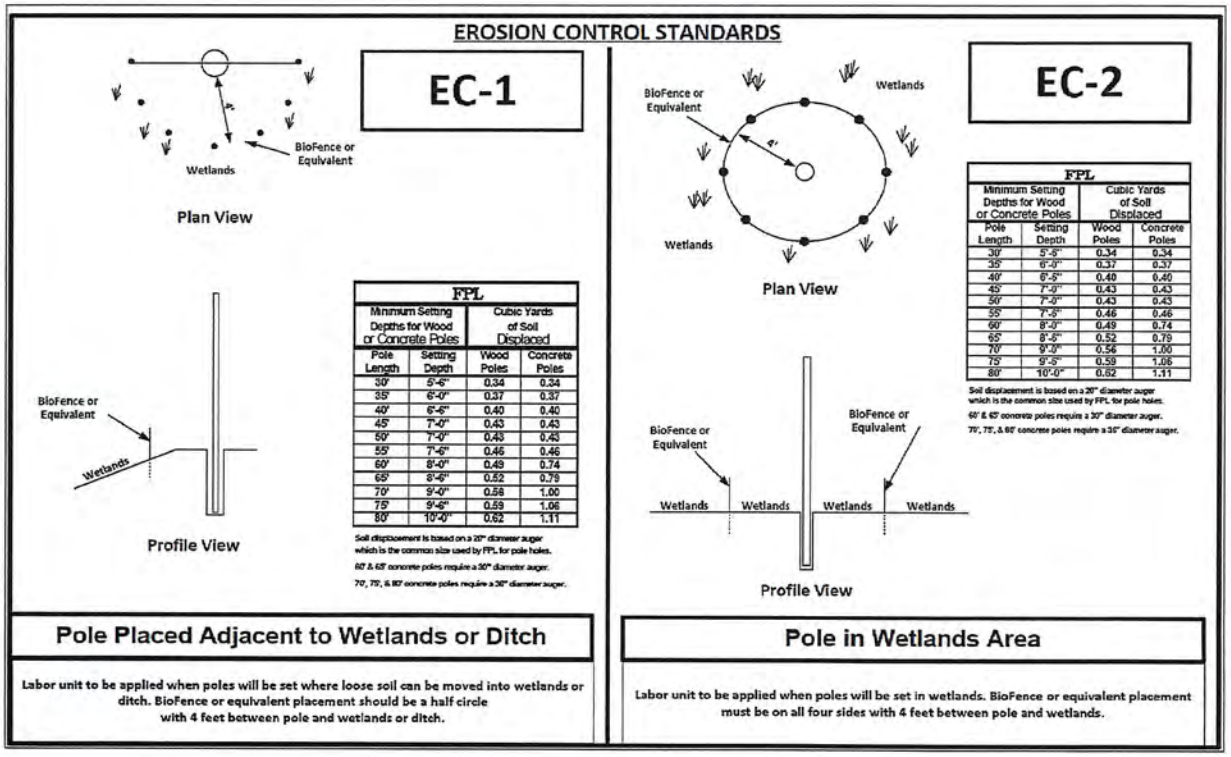
- PROPOSED WOOD POLE
- REMOVE WOOD POLE
- EXISTING WOOD POLE
- PROPOSED CONCRETE POLE
- REMOVE CONCRETE POLE
- EXISTING CONCRETE POLE
- EXISTING TRANSMISSION POLE
- EXISTING TRANSMISSION POLE
- PROPOSED ANCHOR
- REMOVE ANCHOR
- PROPOSED | OH TRANSFORMER
- PROPOSED SPLICE BOX
- PROPOSED HAND HOLE
- PROPOSED RISER
- XX LOCATION OF WORK BEING DONE
- PROPOSED OVERHEAD LINE
- EXISTING OVERHEAD LINE
- REMOVE OVERHEAD LINE

NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION

ALL PERMITS - GENERAL NOTES
* CALL SUNSHINE @ 1-800-432-4770 48 HRS BEFORE CONSTRUCTION BEGINS
* THE PERMIT SHALL BE ON SITE AT ALL TIMES DURING CONSTRUCTION
* SIDEWALK TO BE RESTORED TO ORIGINAL CONDITION (IF SIDEWALK IS AFFECTED)
* RESTORE AREA WITHIN 30 DAYS OF CONSTRUCTION BEFORE REQUESTING THE FINAL INSPECTION
* REQUEST FINAL INSPECTION UPON COMPLETION

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS 1 WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, WATERWAYS.

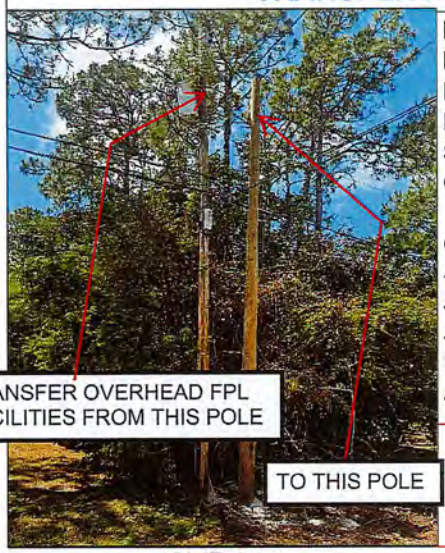
EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATERWAYS



EROSION CONTROL SYMBOL: ◯

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.784898
LONGITUDE: -80.289743
NJUNS ADDRESS: 15668 73rd St n
NJUNS TICKET #: 6656016
SUB / FEEDER: ACREAGE / 406767
COUNTY: Palm Beach

CONSTRUCTION NOTES:
-FRAME SIM TO DCS I-41.0.0 F1
-TRF 50KVA TX & TX ATS
-REPL EXIST TPX SEC RSR w/ 4/0 TPX SEC RSR & INST 24" HH @ BASE OF POLE
-MOT 603

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-3428-0-2 1 HR DURATION

BONNETED BAT & HIGH LIGHTNING AREA SEE STAMPS ON COVER PAGE

SEE PG 2 FOR EROSION CONTROL NOTES





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

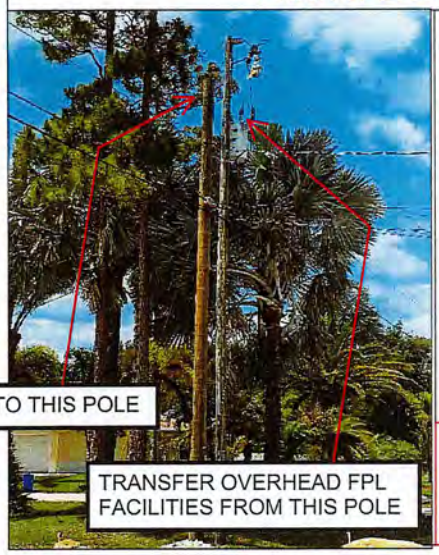
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Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470		
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: dxe0ith	Date: 09/03/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Justin Matecki	Dwg No. 14191036_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 50'	0' 50' 100'	
POLE LINE FT:	DUCT BANK FT:			Map No. AP0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14191036	Page 3 of 7	

Size: 8 x 11
PRINTED BY: jxn0gbl
PLOT DATE/TIME: 09/03/2025 07:45:40

- Overhead Work
- Install ① Proposed Hand Hole.
- Install Proposed 2" U-GRD 20'
- Remove ① Existing Wood Pole.
- Remove ① Existing 2" U-GRD 20'

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.788918
LONGITUDE: -80.290923
NJUNS ADDRESS: 15742 75th ln n
NJUNS TICKET #: 6655980
SUB / FEEDER: ACREAGE / 406767
COUNTY: Palm Beach

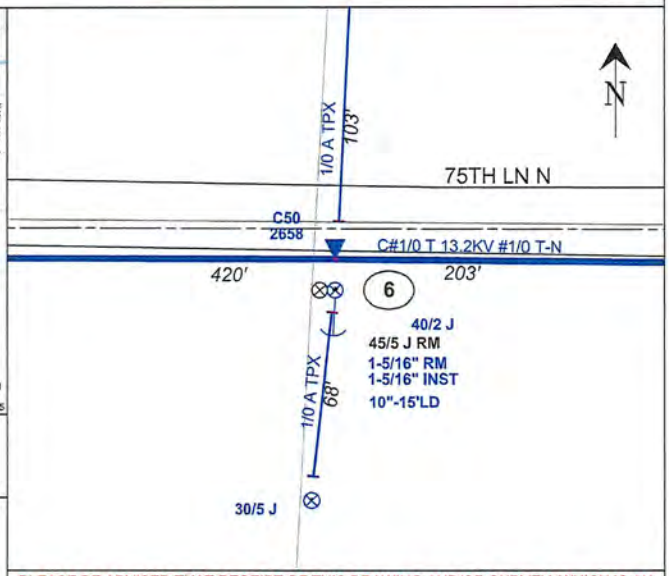
CONSTRUCTION NOTES:
-FRAME SIM TO DCS I-41.0.0 F1
-TRF 50KVA TX & TX ATS
-MOT 603

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-2658-0-8 1 HR DURATION

BONNETED BAT & HIGH LIGHTNING AREA SEE STAMPS ON COVER PAGE





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
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AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

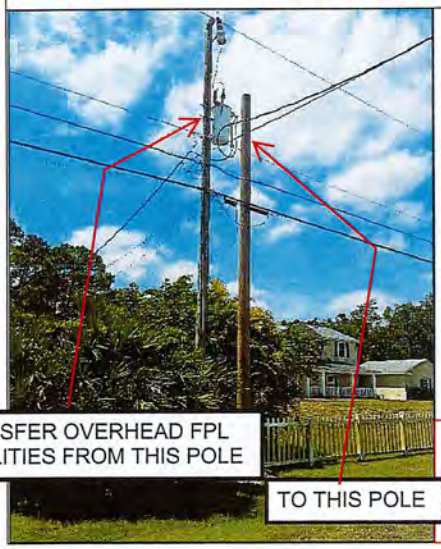
Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 30	
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER			
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]		VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470	
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: dxe0ith		Date: 09/03/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Justin Matecki		Dwg No. 14191036_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 50'		0' 50' 100'	
POLE LINE FT:		DUCT BANK FT:		Map No. AP0454			
POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:		WR: 14191036		Page 4 of 7	

Size: 8 x 11
PRINTED BY: jxm0gbl
PLOT DATE/TIME: 09/03/2025 07:45:43

overhead work
Remove (1) Existing wood Pole.

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.786233
LONGITUDE: -80.291111
NJUNS ADDRESS: 15818 74th st n
NJUNS TICKET #: 6655978
SUB / FEEDER: ACREAGE / 406767
COUNTY: Palm Beach

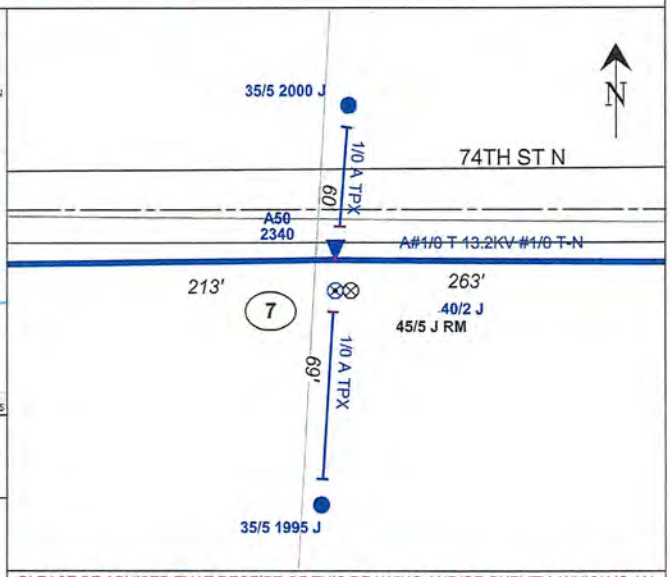
CONSTRUCTION NOTES:
-FRAME SIM TO DCS I-41.0.0 F1
-TRF 50KVA TX & TX ATS
-MOT 603

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-2340-0-7 1 HR DURATION

BONNETED BAT & HIGH LIGHTNING AREA SEE STAMPS ON COVER PAGE





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
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AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

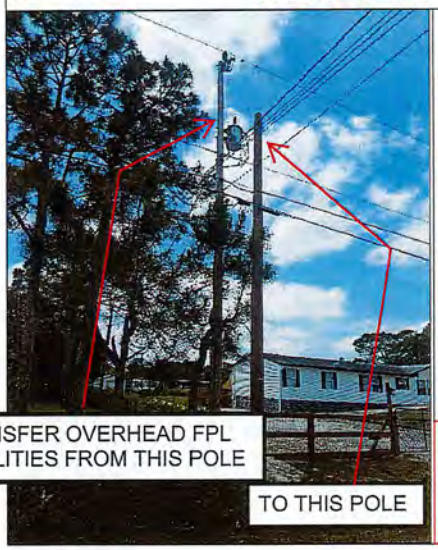
Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470		
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: dxe0ith	Date: 09/03/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Justin Matecki	Dwg No. 14191036_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 50'	0' 50' 100'	
POLE LINE FT:	DUCT BANK FT:			Map No. AP0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14191036	Page 5 of 7	

Size: 8 x 11
PRINTED BY: jxm0gbl
PLOT DATE/TIME: 09/03/2025 07:45:44

overhead work
Remove (1) Existing wood Pole.

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.784927
LONGITUDE: -80.291214
NJUNS ADDRESS: 15780 73rd st n
NJUNS TICKET #: 6655970
SUB / FEEDER: ACREAGE / 406767
COUNTY: Palm Beach

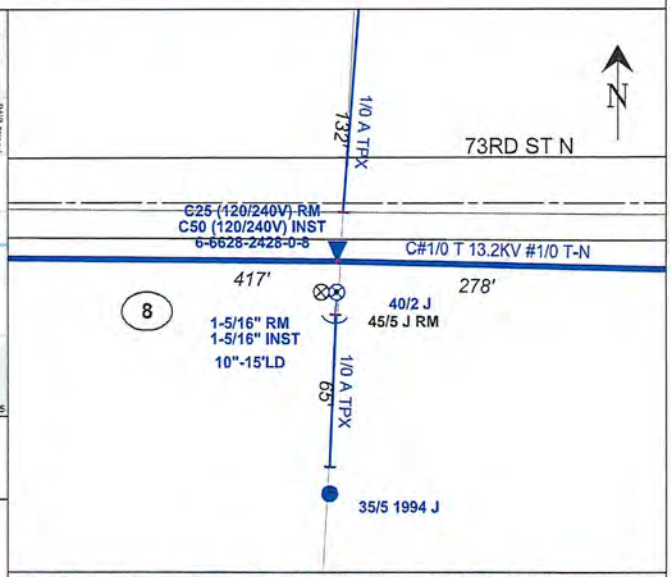
CONSTRUCTION NOTES:
-FRAME SIM TO DCS I-41.0.0 F1
-REPL RUSTED/OVERLOADED 25KVA TX w/ 50KVA TX
-MOT 603

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-2428-0-8 1 HR DURATION

BONNETED BAT & HIGH LIGHTNING AREA SEE STAMPS ON COVER PAGE





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
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AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

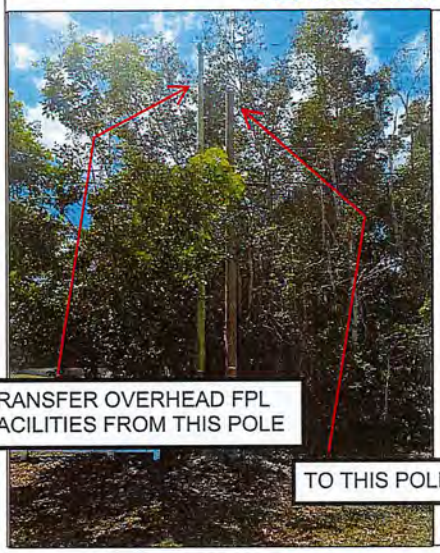
Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER		
PERMIT REQ'D CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470		
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: dxe0ith	Date: 09/03/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Justin Matecki	Dwg No. 14191036_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 50'	0' 50' 100'	
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POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14191036	Page 6 of 7	

PLOT DATE/TIME: 09/03/2025 07:45:44
PRINTED BY: jxm0gbl
Size: 8 x 11

- overhead work
- Remove ① Existing wood Pole

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



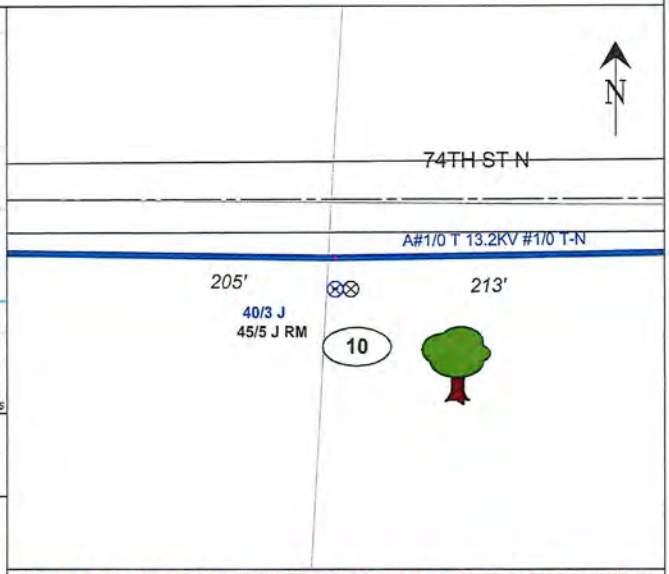
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LONGITUDE: -80.291754
NJUNS ADDRESS: 15828 74th st n
NJUNS TICKET #: 6655945
SUB / FEEDER: ACREAGE / 406767
COUNTY: Palm Beach

CONSTRUCTION NOTES:
-FRAME SIM TO E-5.1.0 F1
-MOT 603

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

BONNETED BAT & HIGH LIGHTNING AREA SEE STAMPS ON COVER PAGE





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



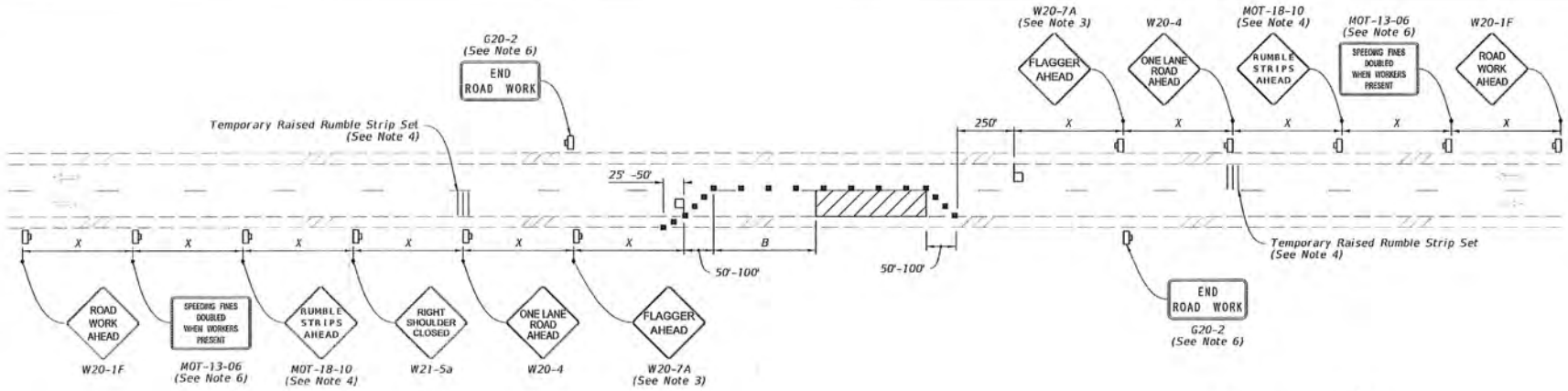
PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

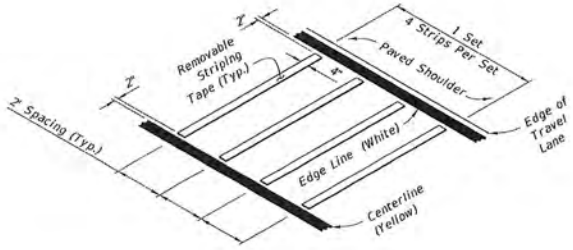
AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470		
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: dxe0ith	Date: 09/03/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Justin Matecki	Dwg No. 14191036_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 50'	0' 50' 100'	
POLE LINE FT:	DUCT BANK FT:			Map No. AP0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14191036	Page 7 of 7	

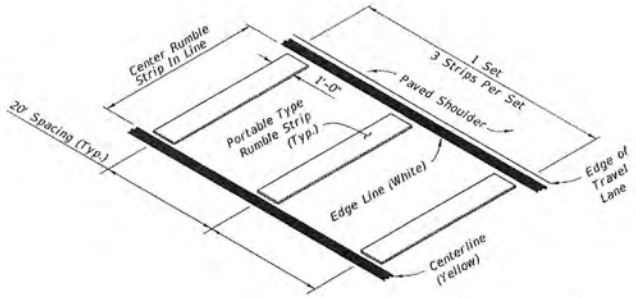
PRINTED BY: jxm0gbl
PLOT DATE/TIME: 09/03/2025 07:45:46
Size: 8 x 11

Overhead work
Remove ① Existing wood Pole.





OPTION - 1
REMOVABLE STRIPING TYPE



OPTION - 2
PORTABLE TYPE

RUMBLE STRIP SETS

NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.

2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.

3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).

4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.

5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.

7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.

8. Railroad Crossings:

   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.

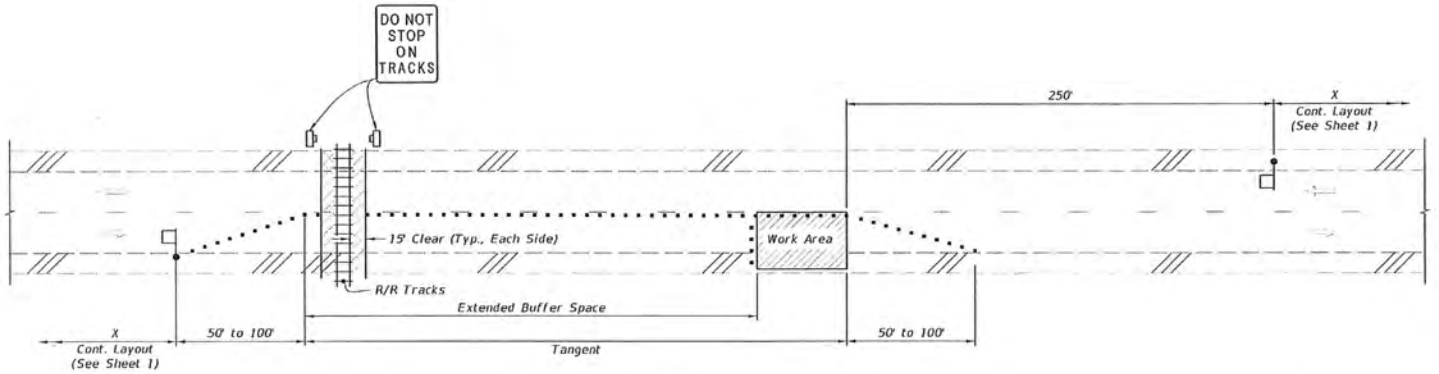
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

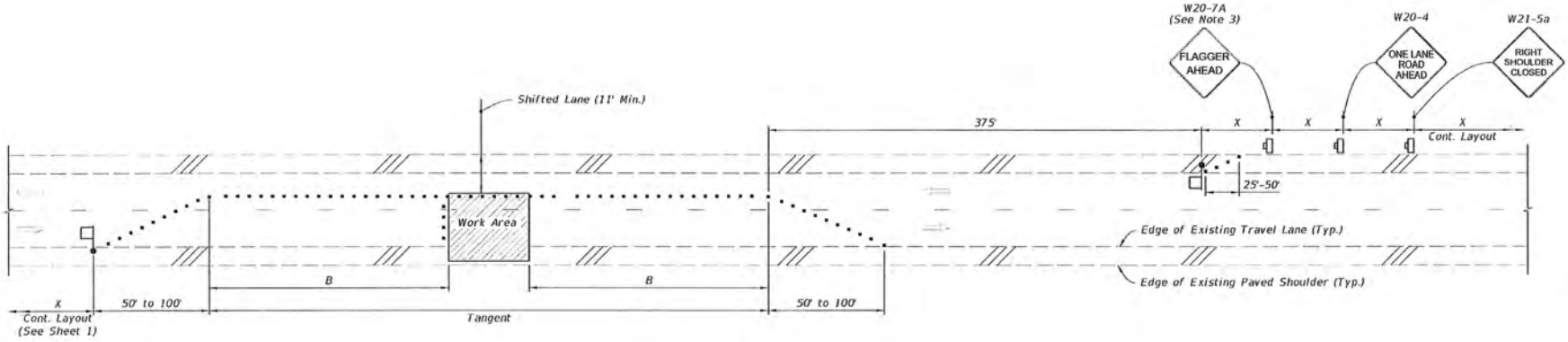
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21						102-603	1 of 2

9/10/2024 10:46:28 AM



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

SPECIAL CONDITIONS

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21						102-603	2 of 2

9/10/2024 10:48:35 AM

AGENDA ITEM NO. 12.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval: SP-0619 MCI Directional Bore at Okeechobee
BACKGROUND:	This special permit is to lnstall140 LF of 1-2" HDPE conduit for Fiber Optic Cable via directional bore on Okeechobee Blvd., as shown on 29 sheets titled “Project: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP” dated 12/12/25.
FISCAL IMPACT:	There are no fiscal impacts as the permittee is responsible for payment of permit review and construction observation cost incurred by the district.
RECOMMENDATION:	Motion to approva SP-0619 with conditions and attachments.

ATTACHMENTS:
2026_0128_SP-0619 MCI DB at Okee.pdf

SPECIAL PERMIT No. SP-0619

THIS PERMIT, granted this 15th day of October, 2025, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to MCI Metro Access Transmission Services CORP, hereinafter referred to as the "Permittee", is a non-exclusive permit to lnstall140 LF of 1-2" HDPE conduit for Fiber Optic Cable via directional bore on Okeechobee Blvd., as shown on 29 sheets titled "Project: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP" dated 12/12/25, attached hereto and made a part thereof.

W I T N E S S E T H:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands; to obtain any and all applicable federal, state, and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit.

2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title, or ownership as to the subject property for which this Permit is sought.

3. District specifically reserves the right to maintain its facilities located on the property; to make improvements; add additional facilities; maintain, construct, or alter roads; maintain any facilities, devices or improvements on the property which aid in, or are necessary to, District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the District, from time to time, may require Permittee to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the District, in its reasonable opinion, from properly and faithfully constructing, improving, and maintaining its facilities. District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment, and other improvements if Permittee fails to do so within a reasonable time; and Permittee hereby agrees to reimburse District for all its costs and expenses incurred in connection therewith upon demand.

4. Permittee agrees that it will not use the property in any manner which materially interferes with the District's use of lands or causes a hazardous condition to exist.

5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

6. Permittee shall adhere to the General and Special Conditions attached hereto and made a part hereof.

7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair, or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

8. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities of others resulting from the installation, operation, maintenance, repair, or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

9. Permittee shall, at its own expense, upon ninety (90) days written notice to Permittee from the District, remove or relocate any facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient, or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.

10. Permittee shall, at its own expense and within a reasonable time, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.

11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.

12. If Permittee shall violate any of the terms or conditions of this Permit or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.

13. This Permit may not be assigned without approval of the Board of Supervisors of the District.

14. Permittee shall reimburse the District for its legal, engineering, and other expenses incurred as a result of the implementation of the project during permit review and approval, and during construction.

15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorney's fees and litigation expenses.

16. Construction shall begin within 2 years from the date of issuance. An extension of 2 years may be granted by the Executive Director upon receipt of a written request. Further extensions require Board approval.

INDIAN TRAIL IMPROVEMENT DISTRICT

WITNESSES:

By: _____ Date: _____

_____

Name Typed: _____

_____

Title: _____

President or Vice President, Board of Supervisors

Note: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

PERMIT INFORMATION

OWNER

MCI Metro Access Transmission Services CORP	
C/O Dennis Rolland Craig	954-893-0918
Name	Business Phone
16563 NW 15th Ave	dennis.craig@verizon.com
Address	Other
Miami, FL, 33169	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Name	Business Phone
Address	Other
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Robert Hernandez / Mastec North America, Inc	(954) 249-6701
Name	Business Phone
800 S. Douglas Road 12th floor	ContractAdminTPA-EC-RH@mastec.com
Address	Other
Coral Gables, FL, 33134	
City, State, Zip Code	

G E N E R A L C O N D I T I O N S

A. GENERAL

1. This Permit does not constitute a waiver or approval of any other permit from other agencies which may be required for the total project.

2. Notification shall be given to the District Engineer forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the work is deemed completed, a final inspection shall be held by the District Engineer in the presence of a representative of the Permittee.

3. The installation shall be constructed in full accordance with the approved plans and specifications. Deviations from the plans shall be coordinated with the office of the District Engineer.

4. When working in District road rights-of-way, not more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication, Manual on "Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations".

5. The Permittee shall protect the District against liability, public or private, resulting from their operation hereunder. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of the Permit.

6. This Permit shall not be construed as a representation that the District has sole authority with respect to the pertinent property.

7. Permittee shall retain a professional engineer licensed in the State of Florida, to conduct on-site observations of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. The required improvements shall not be considered complete until a certificate of completion, certifying to construction in conformance with the approved drawings, and the final project records have been submitted to, reviewed, and approved by the District Engineer.

The engineer's certification shall be as follows:

I hereby notify the Indian Trail Improvement District of the completion of construction of the permitted project and certify that the work has been constructed in substantial conformance with the drawings permitted by the Indian Trail Improvement District. Copies of the Record Drawings, in the proper format, are enclosed with deviations noted.

8. Upon completion of the installation and after the final inspection, THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF "RECORD DRAWINGS". FAILURE TO PROVIDE RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT. The Record Drawings should include (1) set of PDF files, and the corresponding digital AutoCAD file. All items should be on the Florida State Plane Coordinate System, NAD 1983 East Feet, and geo-referenced to an identified Palm Beach County section center. If Permittee cannot provide, District Engineer will at Permittee's expense.

9. Roadway Pavement replacement shall be in accordance with the "Typical Roadway Pavement Replacement Detail".

10. If, within one (1) year after the date of District acceptance of the pavement replacement, any work covered under this Permit is found to be defective by the District, Permittee shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective work. If Permittee does not completely comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected, or rejected work removed and replaced, and all direct and indirect costs of such removal, replacement, or correction, including compensation for additional professional services, shall be paid by the Permittee.

11. Permittee agrees not to cause or permit the Property to be used for the generation, handling, storage, transportation, disposal, or release of any Hazardous Materials, except as exempted or permitted under applicable Environmental Laws, and Permittee shall not cause or permit the property, or any activities conducted thereon, to be in violation of any applicable Environmental Laws. Permittee agrees to indemnify the District and hold the District and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and order, judgments, remedial action, requirements, enforcement

actions of any kind, and all costs and expenses incurred in connection therewith, directly or indirectly resulting in whole or in part from Permittee's violation of any Environmental Laws applicable to the Property, or any activity conducted thereon caused by Permittee or its employees, agents, licensees, invitees, guests or any other party under Permittee's control, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials or in connection with the Property caused by Permittee or its employees, agents, licensees, invitees, guests, or any other party under Permittee's control, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws as a result thereof. All sums paid and costs incurred by the District with respect to the foregoing matters shall be payable by Permittee as additional permit fees hereunder.

12. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 Nephelometric Turbidity Units above background level. Adequate silt containment procedures and equipment shall be used to control turbidity at all times. Water samples to be taken upstream and downstream prior to construction and during construction daily and made available to the District at their request.

13. The Permittee shall be obligated throughout the term of this Permit to provide insurance coverage in accordance with the attached exhibit titled "Insurance Coverage".

B. UNDERGROUND UTILITIES

1. All underground utilities shall have a minimum cover of forty-two (42") inches below profile grade of District waterways and thirty (30") inches below profile grade of District roadways.

2. All utility installations shall maintain a minimum clearance of twelve (12") inches, either over or under culverts and shall be protected; however, other depths may be specified by the District Engineer.

3. The roadway right-of-way, in its entirety, shall be left in as good a condition as that which existed before construction. A mutual inspection shall be made of all existing facilities within the construction area no later than twenty-four (24) hours before the work begins.

4. All installations shall be constructed in a workmanlike manner:
   a. Trenches shall be refilled in a thoroughly compacted manner so that no future settling will occur.

b. The Permittee shall, at the request of the District Engineer or his duly authorized representative, submit copies of density reports of density determinations by an independent testing laboratory when paved roadway surfaces have been cut. If density reports are requested, they shall be furnished prior to final inspection.

c. The finished surface of the excavated area shall be replaced with the same type materials as existed when the work began, such as sod for sod, shell for shell, etc.

5. Where fill, slopes, shoulders and/or ditches are disturbed, they shall be stabilized as directed by the District Engineer or his duly authorized representative, in a manner that will afford protection against erosion.

6. All pavement crossings, if made subsequent to final placement of base material and pavement surface, shall be made by jacking, boring or augering, and shall contain an adequate casing if required by the District Engineer.

SPECIAL CONDITIONS

1. Permittee shall prevent on-site erosion and sediment from leaving the site during construction. At completion of construction, all non-paved areas shall be sodded.

2. All drainage pipe and installation thereof shall conform to the requirements of Florida DOT specifications, latest applicable sections to date.

3. The requirements for pipe backfill shall be as defined in Florida DOT specifications (AASHTO T-99 or T-180). Permittee shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavated areas and provide protection against soil erosion.

4. Permittee shall forward all test results (except building tests) to the District Engineer.

5. Permittee shall comply with all conditions imposed by the District and/or other governing agencies, including but not limited to the following:

   a. Permittee shall utilize best management practices at each storm inlet in accordance with the final approved plans.

   b. Permittee shall construct stormwater treatment facilities in accordance with the existing South Florida Water Management District permit. A copy of such permit shall be provided to the District.

6. Permittee shall insure that quantity of stormwater discharged into the District's canal will not cause erosion of the canal bank. If such discharge does cause erosion, Permittee shall be responsible, at its sole cost and expense, to maintain and repair said canal bank.

7. If the works of the Permittee require the obtaining of an Environmental Protection Agency NPDES Permit, then the Permittee shall be required to obtain the appropriate NPDES Permit and provide a copy of the NPDES Permit and NPDES stormwater pollution prevention plan to both Palm Beach County and the District prior to commencement of the subject works.

8. The Permittee shall be required to: (a) implement a maintenance program for the permitted works, (b) carry out an annual inspection of the permitted works and (c) following inspection, have an inspection report prepared by a qualified professional. The Permittee shall be responsible for retaining a copy of said inspection report and providing a copy of same to the District by February 1st of each year.

9. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party, or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or

operating entity. Further, such successor, assign or operating entity shall be obligated to comply with all of the conditions of this Permit including, without limitation, implementation of the above mentioned maintenance program and the provision of the annual inspection report to the District.

10. If any act of negligence, omission, or commission by the Permittee or third party operator should adversely affect Palm Beach County's obligations under the County's NPDES Permit, then Permittee shall within forty-eight hours following receipt of written notice by the District of such act promptly cease and rectify same, otherwise this Permit shall be immediately suspended until such time as reinstated by the District in writing.

11. Permittee shall be solely responsible for ensuring that all stormwater discharge meets the applicable water quality standards. In the event that the discharge does not meet such standards, Permittee must disconnect the stormwater inlet and shall be prohibited from discharging into the District's canal.

12. If Permittee fails to abide by Palm Beach County's NPDES Permit, the applicable water quality standards, or any of the conditions set forth herein, and fails to remedy same within ten (10) business days from the date of receipt of such notice of violation by the District, then the District shall have the right but not the obligation to initiate such remedial activity as the District deems necessary and appropriate. Any and all costs so incurred by the District shall be paid by the Permittee to the District within ten business days following receipt of a District invoice for same and if not paid the District may thereafter revoke this Permit without further notice or hearing.

13. Provide Maintenance of Traffic (MOT) as required in accordance with the Florida Department of Transportation (FDOT) Index 600 Series.

14. Permittee shall notify the District at least two (2) weeks prior to all temporary traffic lane closures implemented as part of the MOT during construction.

15. All proposed poles, including replacement of existing poles, and hand holes shall be located outside of ITID's canal right-of-ways. The same shall apply in the extension of ITID canal right-of-ways through ITID road rights-of-way, for example, where a canal crosses or dead ends at a road.

EXHIBIT
INSURANCE COVERAGE

GENERAL

Indian Trail Improvement District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

1.	State:	Statutory
2.	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
3.	Employer's Liability:	$ 500,000

Comprehensive General Liability:

1. Bodily Injury (including completed operations and Products Liability):

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate

Property Damage:

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate
or a combined single limit of	$1,000,000

2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable.

3. Personal Injury, with employee exclusion deleted

$1,000,000	Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:
   $ 500,000 Each Person
   $1,000,000 Each Occurrence

2. Property Damage:
   $ 500,000 Each Occurrence
   or a combined single limit of $1,000,000

Umbrella Excess Liability Insurance:

1. $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

2. The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

The comprehensive general liability insurance and umbrella insurance required herein shall include Owner and Engineer as additional insured.

Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

1. Bodily Injury: Each Occurrence
   $1,000,000

2. Property Damage:
   $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MCImetro
ACCESS TRANSMISSION SERVICES LLC

EWO 2508BRFZ

PROJECT NAME: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP

1858 A RD
LOXAHATCHEE GROVES FL, 33470
PALM BEACH COUNTY

THIS ITEM WAS DIGITALLY SIGNED & SEALED BY: JUSTO R. RODRIGUEZ, P.E. ON: 12/12/2025

PBC SCOPE OF WORK

TOTAL PROJECT FOOTAGE : 4040'

- Underground placement of **4040'** of 1-2" HDPE
- Install new **4560'** of 144ct FOC.

Traffic Control, pedestrian and worker safety protection will be provided for throughout construction and at all area(s) impacted by the construction project. Prior to start of construction, existing underground utility will be located and mark out, no park signs placed and community notification(s) will be provided per municipality requirement.

NEW HANDHOLE	6 each
ANCHOR & GUYS	-
TOTAL DBORE UNDER PAVED ROAD	354'
TOTAL TRENCH	-
REMAINING DBORE	3686'

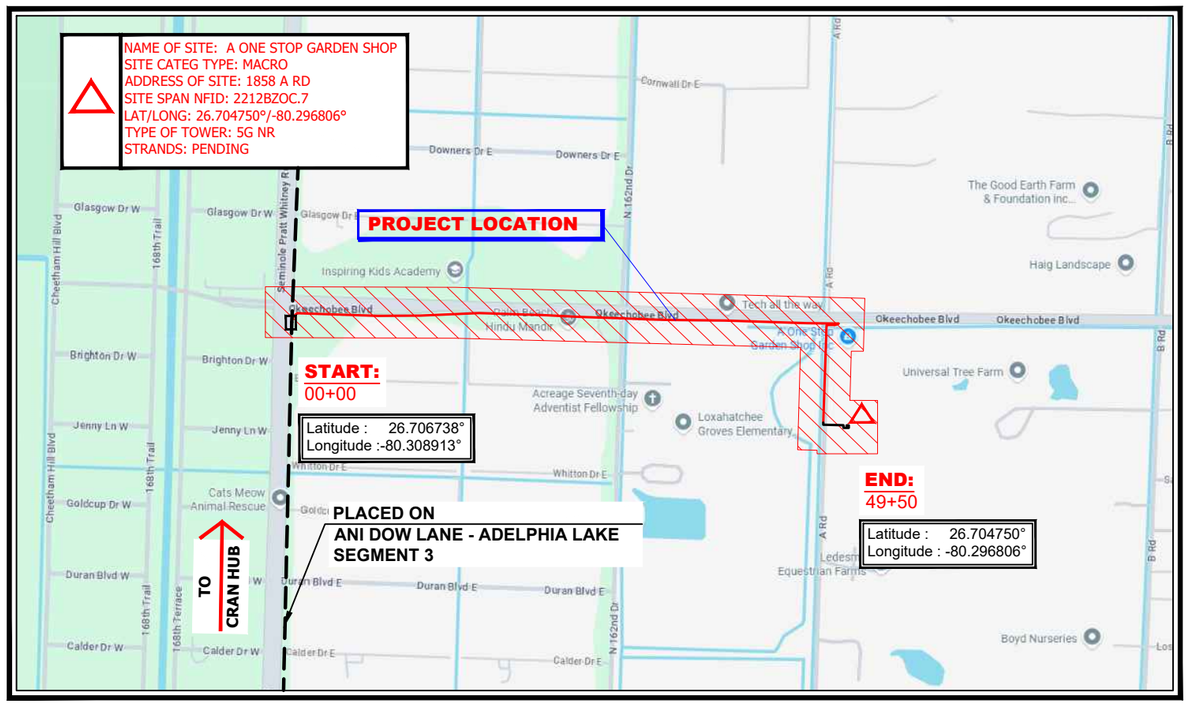
SCOPE OF WORK

TOTAL PROJECT FOOTAGE : 4950'

UNDERGROUND PLACEMENT
- Underground placement of **4700'** of 1-2" HDPE
- Pull new FOC through **250'** Existing underground conduit
- Install new **5260'** of 144ct FOC.
- Install new **290'** of 12ct MST TAIL.

Traffic Control, pedestrian and worker safety protection will be provided for throughout construction and at all area(s) impacted by the construction project. Prior to start of construction, existing underground utility will be located and mark out, no park signs placed and community notification(s) will be provided per municipality requirement.

VICINITY MAP



= SMALL CELL	
= MACRO	
= VES2K CUSTOMER	
= HUB	
= IN BUILDING	

INDEX OF SHEET

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002 OF 018. OVERALL VIEW
003 OF 018. CONTACT SHEET
004 OF 018 TO 04A OF 018 PROJECT CONTACT & NOTES SHEET
005 OF 018. F.O.C.U.S. SHEET
006 OF 018. BILL MATERIAL
007 OF 018. SYMBOLS SHEET
008 OF 018. HANDHOLE DETAIL
009 OF 018 TO 09A OF 018. ADDITIONAL NOTES AND DETAILS
010 OF 018 TO 17A OF 018. PLAN & PROFILE VIEWS
018 OF 018 APPENDIX A

JUSTO R RODRIGUEZ LICENSE No. 20675 STATE OF FLORIDA PROFESSIONAL ENGINEER

DIRECTION OF ENGINEERING.

INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF MCI METRO

MCI METRO
ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY

REVISIONS/APPROVALS

DATE	DESCRIPTION	INITIAL
09/11/2025	ORIGINAL SUBMITTAL	DP
09/15/2025	REVISION 1	DP
12/04/2025	REVISION 2	DP

MasTec amdocs

Know what's below. Call before you dig.

COUNTY: PALM BEACH
CITY: LOXAHATCHEE GROVES
TWNSHIP: 43
RANGE: 40/41
SECTION: 25/30
SITE RING:
SITE ID: ----
TITLE: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP
PROJECT ADDRESS: 1858 A RD
OSP-ENG: STEVEN LENCSE
OSP PH #: (615)-473-7346
APPV BY:
PROJECT CODE: 2508BRFZ
DRAWN BY: DraftPros LLC
APPROVED ORIGINAL ISSUE:
FILE NAME: MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2
SCALE: N.T.S.
PAGE: 001
OF: 018

- NEW DESIGN 12/4/2025 3:55

MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG

OVERALL VIEW

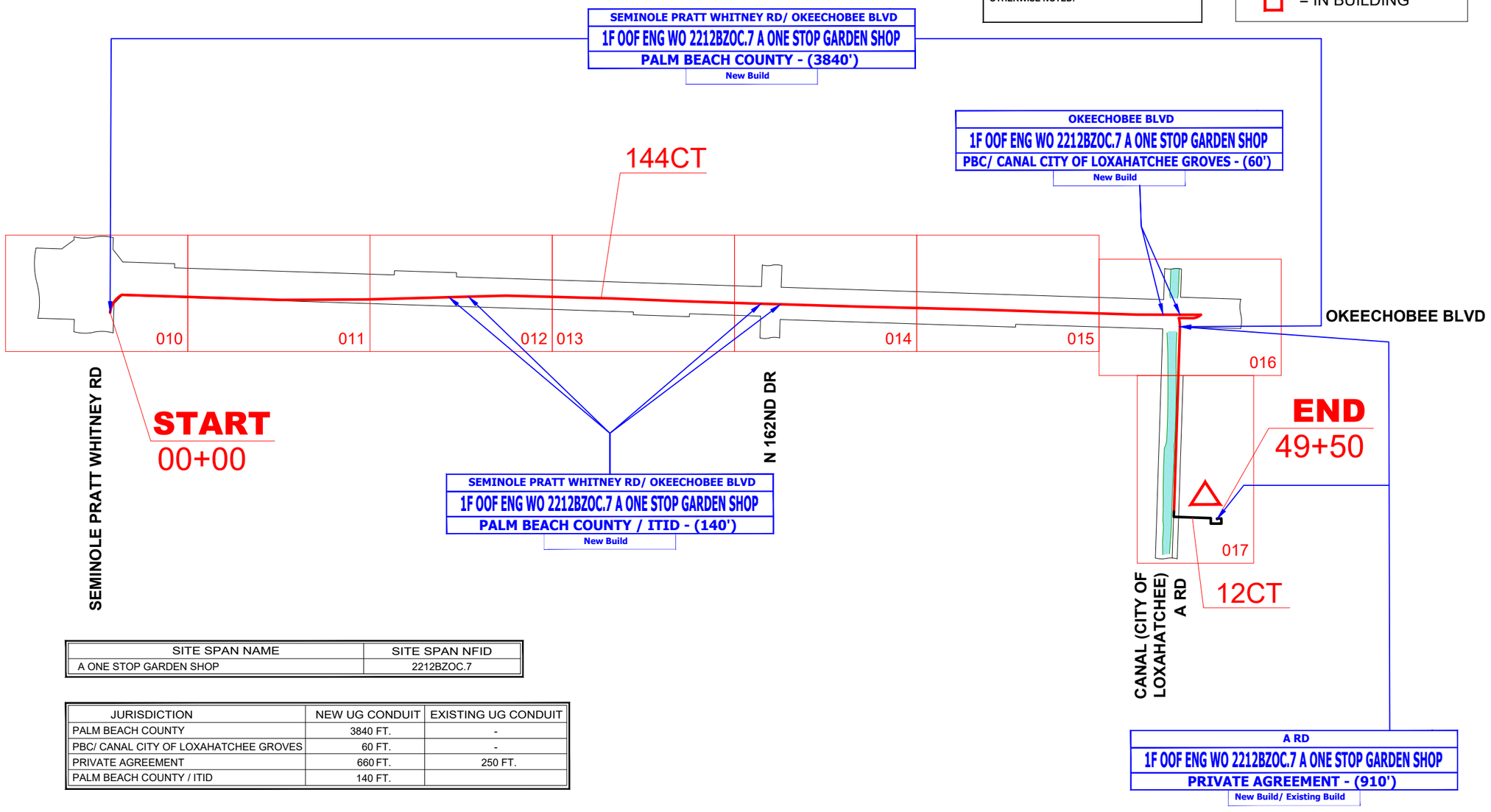
1. ANY DAMAGE TO PBC-TRAFFIC ITS FACILITIES CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

2. PALM BEACH COUNTY RESERVES THE RIGHT TO DETERMINE IF DAMAGED FACILITIES WILL BE REPAIRED OR REPLACED.

3. PBC-TRAFFIC ITS CONTACT IS DANIEL RODRIGUEZ 561-233-3900.

4. EXISTING FPL STREETLIGHTS WILL BE TRANSFERRED TO THE NEW POLES UNLESS OTHERWISE NOTED.

= SMALL CELL
= MACRO
= VES2K CUSTOMER
= HUB
= IN BUILDING



SITE SPAN NAME	SITE SPAN NFID
A ONE STOP GARDEN SHOP	2212BZOC.7

JURISDICTION	NEW UG CONDUIT	EXISTING UG CONDUIT
PALM BEACH COUNTY	3840 FT.	-
PBC/ CANAL CITY OF LOXAHATCHEE GROVES	60 FT.	-
PRIVATE AGREEMENT	660 FT.	250 FT.
PALM BEACH COUNTY / ITID	140 FT.	

JUSTO R RODRIGUEZ LICENSE No. 20675 STATE OF FLORIDA PROFESSIONAL ENGINEER

12/12/2025

DIRECTION OF ENGINEERING.

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MCI METRO
ACCESS TRANSMISSION SERVICES LLC

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MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG - NEW DESIGN 12/4/2025 3:55

CONTACT SHEET

MCI METRO:

ROBERT T. MARS
(305) 626 - 2802

DONOVAN CARR
(954) 213 - 1959

MARIA DUBON-GIMENEZ
(954) 547 - 7642

MASTEC:

STEVEN LENCSE
(615)-473-7346

AMDOCS

RENE FERNANDEZ
(305) 785 - 2669

UTILITIES:

COMCAST-PBG
CATV
GERMAINE LEWIS (561) 513-0810

FLORIDA PUBLIC UTILITIES
GAS
FERNANDO VAN-LEEUWEN
BRIAN PERSENAIRE (561) 261-9034

FLORIDA POWER & LIGHT - PALM BEACH
ELECTRIC
FPL CABLE LOCATIONS- DISTRIBUTION
SDD/MPE -
EDGAR.AGUILAR@FL
JAMIE.PURNELL@FP

MCI
COMMUNICATION LINES, FIBER
INVESTIGATIONS TEAM (800) 624-9675 x2

CROWN CASTLE NG
FIBER
FIBER DIG TEAM (800) 654-3110

PALM BEACH COUNTY WATER UTILITIES
WATER
BRITTANY ABRAMS (561) 493-6000

PALM BEACH COUNTY TRAFFIC OPERATIONS
TRAFFIC LIGHTS
DANIEL RODRIGUEZ (561) 681-4365

A T & T/ DISTRIBUTION
TELEPHONE
DINO FARRUGGIO G27896@ATT.COM
UTILIQUEST LLC * (888) 357-1922

SEMINOLE IMPROVEMENT DISTRICT
SEWER, WATER
SCOTT MASSEY (561) 790-1742 x101

EMERGENCY CONTACT:

COMCAST-PBG
HFC HELP DESK (855) 962-8525

FLORIDA PUBLIC UTILITIES
DUSTIN GORHAM (561) 695-4510

FLORIDA POWER & LIGHT - PALM BEACH
USIC DISPATCH CENTER (800) 778-9140

MCI
NATIONAL FIBER SECURITY DEPARTMENT
(800) 624-9675

CROWN CASTLE NG
CROWN CASTLE FIBER NOC (855) 933-4237 x1

PALM BEACH COUNTY WATER UTILITIES
PBC WUD COMMUNICATIONS (561) 740-4588

PALM BEACH COUNTY TRAFFIC OPERATIONS
JOHN LETSCH (561) 233-3923

A T & T/ DISTRIBUTION
AT&T NETWORK OPERATIONS CENTER
(800) 247-2020

SEMINOLE IMPROVEMENT DISTRICT
SCOTT MASSEY (561) 790-1742 x101

JUSTO R. RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

DIRECTION OF ENGINEERING.

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MCI METRO
ACCESS TRANSMISSION SERVICES LLC

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COUNTY: PALM BEACH
CITY: LOXAHATCHEE GROVES
TWNSHIP: 43
RANGE: 40/41
SECTION: 25/30
SITE RING:
SITE ID: ----
TITLE: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP
PROJECT ADDRESS: 1858 A RD
OSP-ENG: STEVEN LENCSE
OSP PH #: (615)-473-7346
APPV BY:
PROJECT CODE: 2508BRFZ
DRAWN BY: DraftPros LLC
APPROVED ORIGINAL ISSUE:
FILE NAME: MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2
SCALE: N.T.S.
PAGE: 003
OF: 018

MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG - NEW DESIGN 12/4/2025 3:55

PROJECT INFORMATION

SENIOR PROJECT MANAGER: (MASTEC CONTACT PERSON)	STEVEN LENCSE PHONE: (615)-473-7346 Steven.Lencse@mastec.com
ENGINEERING VENDOR:	AMDOCS DEVELOPMENT LIMITED 625 MARYVILLE CENTRE DRIVE, SUITE 200 SAINT LOUIS, MO 63141
ENGINEERING MANAGER:	JONATHAN LEON PHONE: (813) 993-5912 leonj@amdocs.com
PROJECT MANAGER:	RENE FERNANDEZ PHONE: (305) 785-2669 renefe@amdocs.com
CONSTRUCTION VENDOR:	MASTEC NORTH AMERICA 650 QUIN AVE San Jose Ca, CA 95112
CONSTRUCTION MANAGER:	STEVEN LENCSE PHONE: (615)-473-7346 Steven.Lencse@mastec.com

JURISDICTION INFORMATION

COUNTY GOVERNMENT

PALM BEACH COUNTY
2300 N. JOG ROAD
WEST PALM BEACH, FL 33411
561-684-4000
ENG-ActionCenter@pbcgov.org

CITY OF LOXAHATCHEE GROVES (CANAL)

CITY OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves, FL 33470
Phone: 561-793-2418

ITID
13476 61st Street North West Palm Beach, FL 33412
info@indiantrail.com
Phone: (561)793-0874

CONSTRUCTION NOTES

1. ALL CONDUIT WILL BE 2" HDPE UNLESS OTHERWISE NOTED
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITIES.
3. ALL UNDERGROUND OBSTRUCTIONS WHEN LOCATED WILL REQUIRE THE PLACEMENT OF BURIED CABLE MARKER AND

THE PLACEMENT OF 4" MANUFACTURED SPLIT PVC, BSP/GSP OVER OR UNDER EACH OBSTRUCTION.

4. SHORING MAY BE REQUIRED AND SHALL COMPLY TO O.S.H.A. STANDARDS.
5. ALL BURIED CONDUIT/CABLE WILL BE PLACED AT 36" MINIMUM COVER UNLESS SPECIFIED OTHERWISE ON THE

CONSTRUCTION DRAWINGS.

6. MECHANICAL PROTECTION SHALL BE REQUIRED ANYTIME A 36" MINIMUM COVER IS OBTAINABLE UNLESS SPECIFIED

OTHERWISE ON THE CONSTRUCTION DRAWING.

7. ALL STATIONING IS BASED ON THE AS-BUILT INFORMATION, THEREFORE SOME VARIANCE SHOULD BE ANTICIPATED.

ADJUST AS NEEDED.

8. RAILROAD COMMUNICATION AND SIGNAL CABLES TO BE LOCATED PRIOR TO CONSTRUCTION ACTIVITY. RAILROAD TO

BE GIVEN 48 HOURS NOTICE PRIOR TO CONSTRUCTION.

9. ALL BURIED CABLE MARKER POSTS AND HARDWARE PLACED AND/OR REMOVED ON ALL NEW AND EXISTING ROUTES

SHALL BE IMPLEMENTED AS FOLLOWS:

A. ON THOSE ROUTES THAT ARE CONSIDERED TO BE IN A NORTH TO SOUTH GEOGRAPHICAL ORIENTATION, THE SOUTHERN-MOST SIGN AND POST SHOULD BE REMOVED.

* FOR ROUTES BEING CONSTRUCTED, ONE SIGN POST WILL BE PLACED AT THE NORTH END OF EACH HANDHOLE.

B. ON THOSE ROUTES THAT ARE CONSIDERED TO BE IN AN EAST TO WEST GEOGRAPHICAL ORIENTATION, THE WESTERN-MOST SIGN AND POST SHOULD BE REMOVED.

* FOR NEW ROUTES BEING CONSTRUCTED, ONE SIGN POST WILL BE PLACED AT THE EAST OF EACH HANDHOLE.

JUSTO R RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

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PROJECT ADDRESS: 1858 A RD

OSP-ENG: STEVEN LENCSE	OSP PH #: (615)-473-7346	APPV BY:
PROJECT CODE: 2508BRFZ		DRAWN BY: DraftPros LLC

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SCALE: N.T.S.	PAGE: 004	OF: 018

MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG - NEW DESIGN 12/4/2025 3:55

GENERAL NOTES 1

1. MCI COMPRISES THE FOLLOWING OPERATING ENTITIES: - MCI COMMUNICATIONS SERVICES, INC. - MCI METRO ACCESS TRANSMISSION SERVICES, LLC - MCI METRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC. - MCI METRO ACCESS TRANSMISSION SERVICES OF MASSACHUSETTS, INC. - METROPOLITIAN FIBER SYSTEMS OF NEW YORK, INC.
2. ALL WORK TO BE DONE WITH EXTREME CAUTION ! FIBER OPTIC CABLE IS CARRYING TRAFFIC AND LOSS OF SERVICE WILL RESULT IN LOSS OF REVENUE. CONTRACTOR SHALL NOT WORK IN A MANNER THAT MAY AFFECT TRAFFIC-CARRYING FACILITIES IN THE ABSENCE OF AN MCI EMPLOYEE OR CERTIFIED CONTRACTOR.
3. ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENTAL AGENCY, MCI BUSINESS, OR THE RIGHT-OF-WAY- GRANTOR.
4. LOCATIONS OF SOME OF THE PHYSICAL FEATURES WERE OBTAINED FROM DATED RAILROAD VALUATION MAPS OR OTHER DRAWINGS, AND MAY BE AS SHOWN OR DEPICTED ON THESE DRAWINGS.
5. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS, BUT ARE NOT NECESSARILY EXACT. THERFORE, UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100 FEET IN ADVANCE OF TRENCHING OR PLOWING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN EVENT OF CONFLICTS.
6. ALL KNOWN BURIED OBSTRUCTIONS ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHERS ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, AND REPAIR, IF DAMAGED.
7. ANY AND ALL IMPROVEMENTS, SUCH AS ASPHALT OR CONCRETE PAVEMENT, CURBS, GUTTERS, WALKS, DRAINAGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC., WILL BE REPAIRED AND RESTORED TO ORIGINAL CONDITION IF DAMAGED.
8. EQUIPMENTS TYPES SPECIFIED HEREIN (ie: "BACKHOE, "SWAMP PLOW", ETC.) ARE SUGGESTIONS ONLY AND ARE NOT INTENDED AS REQUIREMENTS. CONTRACTOR WILL BE NOTIFIED AS TO EXCEPTIONS.

GENERAL NOTES 2

TRAFFIC CONTROL

- THIS PROJECT WILL INVOLVE WORKING ALONG A MAJOR ARTERIAL ROAD AND HEAVY TRAFFIC VOLUME SHOULD BE ANTICIPATED.
- UNIFORM TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES. ONLY EQUIPMENT AND MATERIALS NECESSARY FOR IMMEDIATELY SCHEDULED OR IN PROGRESS WORK WILL BE MAINTAINED IN THE WORK ALL OTHER EQUIPMENT AND MATERIALS WILL BE "STORED OR STOCKPILED" IN SUCH A MANNER AS TO ELIMINATE HAZARDOUS CONDITIONS FOR TRAFFIC OR PEDESTRIANS DURING NON-WORKING OR SHUT DOWN PERIODS.
- TRAFFIC WARNING DEVICE AND SIGNS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S GOVERNMENT PRINTING OFFICE) AND TO THE CALIFORNIA STATE HIGHWAY DIVISION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. HIGH LEVEL WARNING TYPE DEVICES ARE TO BE USED AT ALL TIMES AND SPECIAL WARNING DEVICES MAY BE STIPULATED BY THE JURISDICTIONAL PERMIT AGENCY AT ANY TIME THE USE WILL ADD TO THE SAFETY AND PROTECTION OF TRAFFIC OR PEDESTRIANS IN THE CONSTRUCTION AREA.
- ALL CONDUIT TRENCHING IN PAVED AREAS SHALL BE BACKFILLED WITH CRUSHED GRAVEL OR COMPLETELY COVERED AT THE COMPLETION OF EACH WORKING DAY. ANY BACKFILLED TRENCH SHALL BE CAPPED WITH MINIMUM LAYER OF ASPHALTIC CONCRETE COLD PATCH AT THE END OF EACH WORKING DAY.
- THE CONTRACTOR SHALL MARK THE CONDUIT TRENCH AND DEFINE HIS CONSTRUCTION AREA CLEARLY WITH BARRICADES, CONES, AND / OR OTHER VISIBLE METHODS THAT ALERT THE PUBLIC OF THE CONSTRUCTION ACTIVITY.
- A TRAFFIC CONTROL PLAN SHALL BE PREPARED BY THE CONTRACTOR AS REQUIRED AND SUBMITTED TO EACH PERMITTING AGENCY REQUESTING SUCH PLAN FOR REVIEW AND APPROVAL OR REVISION PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY FOR THIS PROJECT. THE APPROVED PLAN SHALL BE SUBMITTED TO THE AGENCY AND A COPY OF THE PLAN SHALL BE KEPT AT THE CONSTRUCTION SITE AND MUST BE READILY AVAILABLE FOR REVIEW BY AGENCY REPRESENTATIVES.

REVISIONS

REVISION 0	ORIGINAL SUBMITTAL	09/11/2025
REVISION 1	MASTEC COMMENTS	09/15/2025
REVISION 2	PBC & ITID COMMENTS	12/04/2025
-	-	-
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JUSTO R RODRIGUEZ LICENSE No. 20675 STATE OF FLORIDA PROFESSIONAL ENGINEER

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MCI Outside Plant FOCUS
*F*iber *O*ptic *C*able *U*ncovering *S*ystem

1) THE TITLE OF THIS PROGRAM, F.O.C.U.S., AN ACRONYM FOR FIBER OPTIC CABLE UNCOVERING SYSTEM WAS SELECTED TO REMIND EVERYONE INVOLVED WITH WORKING NEAR MCI'S ACTIVE FIBER OPTIC SYSTEMS TO FOCUS ON PROTECTING THE FACILITIES. IF, DURING THE COURSE OF THE PROJECT, YOU NOTICE ANY ACTIVITY WHICH MAY JEOPARDIZE THE MCI OSP FACILITIES, IT IS YOUR DUTY TO STOP THE WORK AND RE- FOCUS

2) FOCUS RULES MUST BE FOLLOWED ON ALL MCI PROJECTS INVOLVING WORK ON OR NEAR MCI OSP FACILITIES. SAFETY IS MCI'S NUMBER ONE PRIORITY; EVERYONE MUST REFRAIN FROM UNSAFE AND IMPROPER PRACTICES.

3) REVIEW OF FOCUS IS MANDATORY AT EVERY PRE-BID, PRE-CONSTRUCTION, SITE MEETING AND DAILY TAILGATE MEETING. FOCUS DISCUSSION MUST INCLUDE SITE-SPECIFIC HISTORY, UNIQUE PROBLEMS, FACILITY CONFIGURATIONS THAT MAY BE ENCOUNTERED, AND PAST ERRORS. "THOSE WHO DO NOT LEARN FROM HISTORY ARE DOOMED TO REPEAT IT". DO NOT LET THIS HAPPEN TO YOU.

4) ANY WORK NEAR OR REQUIRING HANDLING OF MCI OUTSIDE PLANT FACILITIES CAN ONLY BE PERFORMED WITH AN MCI EMPLOYEE OR CONTRACT REPRESENTATIVE PRESENT -- **THIS MEANS OUT OF HIS OR HER VEHICLE AND DIRECTLY MONITORING THE WORK**. THE REPRESENTATIVE MUST HAVE A PROPERLY OPERATING CABLE LOCATOR CHECKED FOR ACCURACY EVERY DAY PRIOR TO COMMENCEMENT OF WORK (COMPARISON OF LINE AND DEPTH READINGS TO ACTUAL LINE AND DEPTH OF THE CABLE).

5) LOCATE AND POTHOLE REQUIREMENTS.

- PRIOR TO ANY EXCAVATION, THE MCI EMPLOYEE OR CONTRACT REPRESENTATIVE MUST VERIFY THE INITIAL LOCATE MARKS COMPLETED BY MCI OPERATIONS. **DO NOT TRUST LOCATE RESULTS COMPLETED BY OTHERS!** THE MCI OR CONTRACT REPRESENTATIVE MUST LOCATE THE CABLE RUNNING LINE BY MAKING AT LEAST ONE PASS IN EACH DIRECTION. LOCATE RESULTS MUST THEN BE COMPARED WITH PREVIOUS MARKS AND THE ASBUILTS.

- IF THE PROPOSED WORK INVOLVES DIGGING OR EXCAVATING *WITHIN 3 FEET* OF THE CABLE, THE CABLE ROUTE WILL BE MARKED CONTINUALLY WITH ORANGE PAINT AND SUPPLEMENTED BY MARKER FLAGS PLACED EVERY 10 FT. THE EXCAVATION CONTRACTOR MUST POTHOLE **(ALL POTHOLES MUST BE COMPLETED BY HAND DIGGING OR VACUUM EXCAVATION)** A MINIMUM OF EVERY 15 FT., THEN EXPOSE THE ENTIRE LENGTH OF THE CABLE BY HAND DIGGING OR VACUUM EXCAVATION.

- IF THE PROPOSED WORK INVOLVES DIGGING OR EXCAVATING *WITHIN 5 FEET (BUT NOT CLOSER THAN 3 FEET)* OF THE CABLE, THE CABLE ROUTE WILL BE MARKED CONTINUALLY WITH ORANGE PAINT AND SUPPLEMENTED BY MARKER FLAGS PLACED EVERY 10FT. THE EXCAVATION CONTRACTOR MUST POTHOLE THE CABLE A MINIMUM OF EVERY 15 FT.

- IF THE PROPOSED WORK INVOLVES DIGGING OR EXCAVATING *WITHIN 15 FEET (BUT NOT CLOSER THAN 5 FEET)* OF THE CABLE, THE CABLE ROUTE WILL BE MARKED CONTINUALLY WITH ORANGE PAINT AND SUPPLEMENTED BY MARKER FLAGS PLACED EVERY 10 FT. THE EXCAVATION CONTRACTOR MUST POTHOLE THE CABLE A MINIMUM OF EVERY 30 FT.

- THE CABLE WILL ALSO BE POTHOLED AT ANY CHANGE IN THE RUNNING LINE OF MORE THAN 1 FT. IN ANY DIRECTION, ANYTIME THE ACCURACY OF THE ELECTRONIC LOCATE IS QUESTIONED, OR THE MARKED RUNNING LINE DOES NOT MATCH THE AS-BUILTS.

6) EXPOSING REQUIREMENTS.

- NO MECHANICAL EXCAVATION WITHIN 3 FT. OF OSP FACILITIES WILL BE ALLOWED UNLESS THE FACILITIES HAVE FIRST BEEN PROPERLY LOCATED, POTHOLED, POSITIVELY IDENTIFIED, CONTINUOUSLY EXPOSED BY HAND DIGGING OR VACUUM EXCAVATION, AND THE FACILITIES ARE CLEARLY VISIBLE.

- IN ADDITION, MECHANICAL EXCAVATION WITHIN THREE FEET OF OSP FACILITIES REQUIRES ONSITE PRIOR APPROVAL FROM MCI' S EMPLOYEE OR CONTRACT REPRESENTATIVE.

7) PLEASE REFER TO THE LATEST EDITION OF THE MCI OSP HANDBOOK FOR ADDITIONAL DETAILS . KNOW IT AND FOLLOW IT.

MCI Outside Plant Construction General Requirements

- ALL FEDERAL, STATE AND LOCAL SAFETY REGULATIONS MUST BE FOLLOWED WITHOUT EXCEPTION.

- PERSONAL PROTECTIVE EQUIPMENT APPROPRIATE FOR THE SPECIFIC WORK SITE SHALL BE USED AT ALL TIMES. AT A MINIMUM, HARD HAT, SAFETY SHOES/STEEL TOED BOOTS AND FLORESCENT ORANGE OR GREEN WORK VEST ARE REQUIRED UPON ENTERING ANY MCI WORK SITE.

- USE OF INTOXICANTS, DRUGS, INHALANTS OR ANY OTHER SUBSTANCES THAT MAY IMPAIR ALERTNESS ARE STRICTLY PROHIBITED.

- CONTRACTORS ARE NOT ALLOWED TO CUT ANY CABLE. CABLES SCHEDULED FOR REMOVAL WILL BE CUT BY MCI OPERATIONS PERSONNEL, AND ONLY AFTER VERIFICATION THAT ALL TRAFFIC HAS BEEN OFF-LOADED.

- EXTREME CAUTION MUST BE USED AT ALL TIMES WHEN WORKING ON OR NEAR ACTIVE CABLES. AN MCI EMPLOYEE OR CONTRACT REPRESENTATIVE MUST APPROVE AND BE PRESENT PRIOR TO AND DURING ALL CABLE HANDLING ACTIVITIES.

- TOOLS AND EQUIPMENT SPECIFICALLY DESIGNED FOR THE JOB AT HAND ARE REQUIRED. USE THE PROPER TOOL FOR THE JOB.

- CONDUIT WORK INVOLVING ACTIVE CABLES REQUIRES SPECIALIZED TOOLS SPECIFICALLY DESIGNED TO ACCESS DUCTS WITH ACTIVE CABLES.

- PROTECTING MCI FACILITIES IS EXTREMELY IMPORTANT; HOWEVER, SAFETY REGARDING YOURSELF AND OTHERS IS THE MOST IMPORTANT PART OF ANY PROJECT.

SIGNATURE: _____

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CLARIFICATION NOTES

BDE CODE

BDE-100 - SIMPLE OSP DESIGN
BDE-101 - SIMPLE OSP DESIGN ADDER (TO BDE-100)
BDE-200 - FULL OSP DESIGN
BDE-201 - FULL OSP DESIGN ADDER (TO BDE-200)
BDE-300 - DIRECT COST APPLICATION FEES
BDE-400 - PROPERTY ACCESS APPROVAL - MTU/STRIP/CAMPUS
BDE-501 - PROPERTY DESIGN AND ENGINEERING - MTU 1-15 UNITS
BDE-502 - PROPERTY DESIGN AND ENGINEERING - MTU 16-50 UNITS
BDE-503 - PROPERTY DESIGN AND ENGINEERING - MTU 50+ UNITS
BDE-504 - PROPERTY DESIGN AND ENGINEERING - STRIP MALL 1-5 UNITS
BDE-505 - PROPERTY DESIGN AND ENGINEERING - STRIP MALL 6+ UNITS
BDE-506 - PROPERTY DESIGN AND ENGINEERING - CAMPUS 1-5 UNITS
BDE-507 - PROPERTY DESIGN AND ENGINEERING - CAMPUS 6-20 UNITS
BDE-508 - PROPERTY DESIGN AND ENGINEERING - CAMPUS 21+ UNITS

BDC CODE

BDC-050-S.1 - MOBILIZATION FEE - PRIVATE PROPERTY
BDC-050-S.2 - MOBILIZATION FEE - PUBLIC ROW
BDC-051 - TRIP CHARGE
BDC-101 - CONSTRUCTION - NEW UNDERGROUND (DIRECT BURIED) W/ TRACER (>12" COVER)
BDC-102 - CONSTRUCTION - NEW UNDERGROUND 18MM MICRO DUCT HDPE (12" TO 24" COVER)
BDC-103 - CONSTRUCTION - NEW UNDERGROUND 1X1.25" HDPE (12" TO 24" COVER)
BDC-104-S.1 - CONSTRUCTION - NEW UNDERGROUND 1X2" HDPE (12" TO 24" COVER) - PRIVATE PROPERTY
BDC-104-S.2 - CONSTRUCTION - NEW UNDERGROUND 1X2" HDPE (DEPTH COMPLIES W/ GOVERNING JURISDICTION) - PUBLIC ROW
BDC-105-S.1 - CONSTRUCTION - NEW UNDERGROUND HDPE (SIZE 18MM UP TO 2") (BORE) - PRIVATE PROPERTY
BDC-105-S.2 - CONSTRUCTION - NEW UNDERGROUND HDPE (SIZE 18MM UP TO 2") (BORE) - PUBLIC ROW
BDC-106-S.1 - CONSTRUCTION - NEW UNDERGROUND (MICROTRENCH) - PRIVATE PROPERTY
BDC-106-S.2 - CONSTRUCTION - NEW UNDERGROUND (MICROTRENCH) - PUBLIC ROW
BDC-107 - CONSTRUCTION - REMOVE AND REINSTATE ASPHALT (4" INCREMENTS)
BDC-108 - CONSTRUCTION - REMOVE AND REINSTATE CONCRETE (4" INCREMENTS)
BDC-109 - CONSTRUCTION - NEW UNDERGROUND ROCK ADDER THROUGH ROCK IN 6" INCREMENTS (MECHANICAL) (ADDER BDC-101-104)
BDC-110 - CONSTRUCTION - NEW UNDERGROUND ROCK ADDER (BORE) (ADDER BDC-105)
BDC-111 - CONSTRUCTION - PLACE HANDHOLE - SMALL (SIZE 17 INCHES X 30 INCHES)
BDC-112 - CONSTRUCTION - PLACE HANDHOLE - MEDIUM (SIZE 24 INCHES X 36 INCHES)
BDC-113 - CONSTRUCTION - PLACE HANDHOLE - LARGE (SIZE 36 INCHES X 60 INCHES)
BDC-114 - CONSTRUCTION - PLACE MANHOLE - (SIZE 4 FOOT X 4 FOOT)
BDC-200-S.1 - CONSTRUCTION - INTERCEPT EXISTING CONDUIT/INNERDUCT - PRIVATE PROPERTY
BDC-200-S.2 - CONSTRUCTION - INTERCEPT EXISTING CONDUIT/INNERDUCT - PUBLIC ROW
BDC-300 - CONSTRUCTION - CABLE PLACEMENT
BDC-301 - CONSTRUCTION - CABLE REMOVAL
BDC-400-S.1 - INSTALLATION OF AERIAL FIBER (NO STRAND REQUIRED) - PRIVATE PROPERTY
BDC-400-S.2 - INSTALLATION OF AERIAL FIBER (NEW STRAND REQUIRED) - PUBLIC ROW
BDC-501 - REMOVE MOLDING
BDC-502 - PLACE NEW MOLDING
BDC-503 - INSTALL IN-BUILDING INNERDUCT
BDC-504.1 - PLACE ELECTRICAL CONDUIT EMT 1"
BDC-504.2PLACE ELECTRICAL CONDUIT EMT 2"
BDC-504.3 - PLACE ELECTRICAL CONDUIT EMT 3"
BDC-504.4 - PLACE ELECTRICAL CONDUIT EMT 4"
BDC-505 - PLACE CABLE RACEWAY
BDC-506 - GROUND PENETRATING RADAR (GPR) SURVEY
BDC-507 - CORE BORE </= 2.5 INCH DIAMETER HOLE - DEPTH OF 12 INCHES
BDC-508 - CORE BORE </= 2.5 INCH DIAMETER HOLE - DEPTH OF 12-24 INCHES
BDC-509 - CORE BORE </= 2.5 INCH DIAMETER HOLE - DEPTH OF 24-36 INCHES
BDC-510 - CORE BORE 2.5 TO 4 INCH DIAMETER HOLE - DEPTH OF 12 INCHES
BDC-511 - CORE BORE 2.5 TO 4 INCH DIAMETER HOLE - DEPTH OF 12-24 INCHES
BDC-512 - CORE BORE 2.5 TO 4 INCH DIAMETER HOLE - DEPTH OF 24-36 INCHES
BDC-513 - CORE BORE 4 TO 5 INCH DIAMETER HOLE - DEPTH OF 12 INCHES
BDC-514 - CORE BORE 4 TO 5 INCH DIAMETER HOLE - DEPTH OF 12-24 INCHES
BDC-515 - CORE BORE 4 TO 5 INCH DIAMETER HOLE - DEPTH OF 24-36 INCHES
BDC-600 - DIRECT COST - 3RD PARTY OR MAKE READY
BDC-701 - CABLE PREP/SPLICING/TESTING (LOOSE TUBE)
BDC-702 - CABLE PREP/SPLICING/TESTING (RIBBON)
BDC-800 - TERMINAL PLACEMENT
BDC-900 - SUB-DUCT INSTALLATION

PROJECT CLARIFICATION SUMMARY - PROJECT SPECIFIC

CLARIFICATION NUMBER	DESCRIPTION	QUANTITY	UNIT
BDC-300	CABLE PLACEMENT - 12CT MST TAIL	290	FT
BDC-300	CABLE PLACEMENT - 144CT FOC	5260	FT
BDC-800	TERMINAL PLACEMENT - 12 PORT SPH TERMINAL	1	EA
BDC-105-S.2	NEW UNDERGROUND HDPE (SIZE 18MM UP TO 2") (BORE) PUBLIC ROW - DIRECTIONAL BORE (2" HDPE)	4620	FT
BDC-104-S.2	CONSTRUCTION - NEW UNDERGROUND 1X2" HDPE (DEPTH COMPLIES W/ GOVERNING JURISDICTION) - PUBLIC ROW	80	FT
-	TRACER WIRE	4700	FT
-	EXISTING CONDUIT	250	FT
BDC-112	PLACE HANDHOLE - MEDIUM (SIZE 24 INCHES X 36 INCHES) HH 24"x 37 5/8"x 26"	6	EA
BDC-108	REMOVE AND REINSTATE CONCRETE (4" INCREMENTS)	1980	SQ FT
-	450D SPLICE ENCLOSURE	1	EA
-	450C SPLICE ENCLOSURE	1	EA
BDC-702	CABLE PREP/SPLICING/TESTING (RIBBON)	12	EA

JUSTO R RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

DIRECTION OF ENGINEERING.

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ACCESS TRANSMISSION SERVICES LLC

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09/15/2025	REVISION 1	DP
12/04/2025	REVISION 2	DP

MasTec
amdocs

811 Know what's below. Call before you dig.

COUNTY: PALM BEACH
CITY: LOXAHATCHEE GROVES
TWNSHIP: 43
RANGE: 40/41
SECTION: 25/30
SITE RING:
SITE ID: ----
TITLE: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP
PROJECT ADDRESS: 1858 A RD
OSP-ENG: STEVEN LENCSE
OSP PH #: (615)-473-7346
APPV BY:
PROJECT CODE: 2508BRFZ
DRAWN BY: DraftPros LLC
APPROVED ORIGINAL ISSUE:
FILE NAME: MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2
SCALE: N.T.S.
PAGE: 006
OF: 018

- NEW DESIGN 12/4/2025 3:55
MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG

SYMBOLS KEY

	EXISTING	PROPOSED
BURIED CABLE	UG	UG
AERIAL CABLE	AE	AE
SUBMARINE CABLE	SUBM	SUBM
FOGWIRE CABLE	FOGW	FOGW
BRIDGE ATTACHMENT	BA	BA
DIRECT BURIED HDPE	H	H
PVC OR SPLIT PVC CONDUIT		
BSP/GSP OR SPLIT BSP/GSP CONDUIT		
STEEL CASING		
REMOVE AND RESTORE ASPHALT OR CONCRETE (WIDTH AS INDICATED)	48"	48"
CORE BORE		
JACK AND BORE		
DIRECTIONAL BORE	DB	DB
FUTURE CABLE		
REMOVE CABLE	R	R
TO BE REMOVED OR ABANDONED (SHOWN FOR HDPE)	X H	X H
AERIAL UTILITY (ELECTRIC)	E	E
UNDERGROUND UTILITY (TELEPHONE)	T	T
MAIN TRACKS		
AUXILLARY TRACKS		
CENTER LINE	C/L	C/L
RIGHT-OF-WAY	ROW	ROW
EDGE OF PAVEMENT	EOP	EOP
SIDEWALK	S/W	S/W
DICH LINE	D/L	D/L
TAX DISTRICT	TAX	
PROPERTY LINE	P/L	P/L
FENCE LINE	F/L	F/L
GUARDRAIL		
TOP OF SLOPE		
TOE OF SLOPE		
BACK OF CURB	BOC	BOC
AERIAL CATV	CATV	CATV
PROJECT BASELINE		

	EXISTING
UTILITY EASEMENT	
WATER MAIN	W
RECLAIM WATER	W
WELL WATER	W
SANITARY SEWER	S
FORCE MAIN	FM
STORM SEWER	SS
TELEPHONE	T
CATV	TV
TRAFFIC	TRF
FOC	FOC
POWER UG	E
GAS	G
CENTER LINE	CL
STREET LIGHT	SL

	EXISTING	PROPOSED
STEEL MARKER AND SIGN-(A) ALUMINUM "HUB"-STYLE MARKER-(B) FLAT MARKER-(C) TUBULAR MARKER-(D) TUBULAR MARKER, & ISOLATOR PROTECTOR-(E)	STA MKR # (A) (B) (C) (D) (E)	STA MKR # (A) (B) (C) (D) (E)
MILE POST MARKER NOTE: DASHED = NOT FOUND IN FIELD	21 21	21
PERMIT TRACKING FORM IDENTIFIER	P.T.F. 187	P.T.F. 187
ROCK PROBE (DEPTH AS INDICATED)	42"	42"
UTILITY COVER DEPTH	42"	42"
HANDHOLE, MANHOLE OR PULLBOX		
POLE		
ANCHOR ONLY		
GUY ONLY		
OVERHEAD GUY (ARROW IN DIRECTION OF PULL)	OHG 92' 10M	OHG 92' 10M
ANCHOR AND GUY	P=	P=
SIDEWALK ANCHOR AND GUY		
FOREIGN ANCHOR AND GUY		
PUSH BRACE (EXISTING POLE)	30'-5-84 PB	30'-5-84 PB
ACCOUNT CODE CHANGE (BURIED TO AERIAL)	A	
CULVERT (SIZE AS INDICATED)	12"	12"
BRIDGE		
WATER METER		
GAS VALVE		
FIRE HIDRANT		
RAILROAD SIGNAL CONTROL BOX		
CAUTION NOTE	ACTIVE MCI CAUTION BURIED FIBER OPTIC CABLE	ACTIVE MCI CAUTION AERIAL FIBER OPTIC CABLE
NEW SPLICE ENCLOSURE		
SLACK COIL		100'
12 PORT MST		XX

- NEW DESIGN 12/4/2025 3:55
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MCI METRO
ACCESS TRANSMISSION SERVICES LLC

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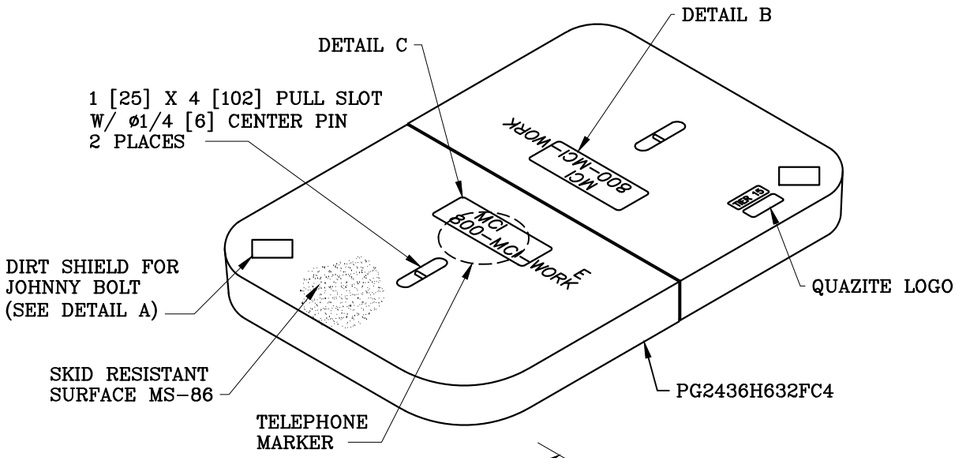
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(24") x (37 5/8") x (26") SPLIT HANDHOLE DETAILS

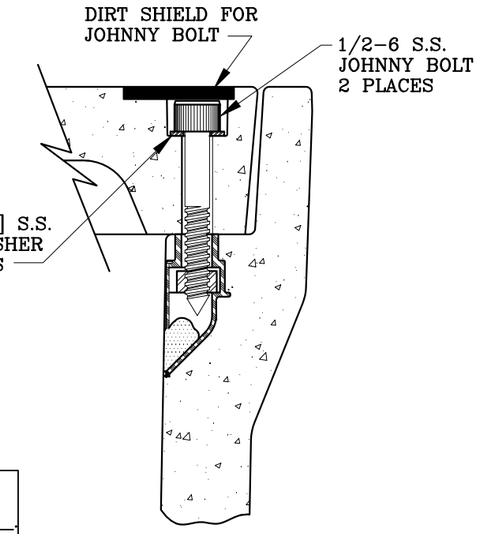


MCI
800–MCI–WORK

DETAIL B

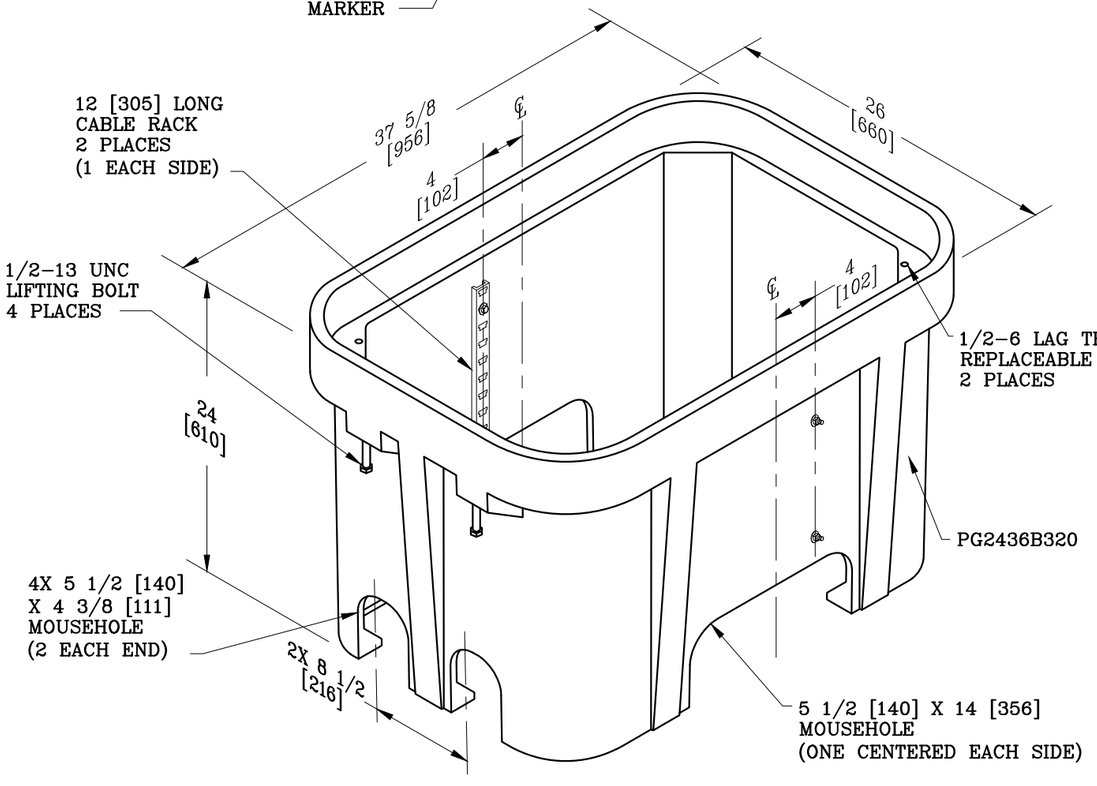
MCI
800–MCI–WORK
E

DETAIL C



DETAIL A
2 PLACES

CUSTOMER APPROVAL
APPROVED BY:_____.
DATE:_____.



NOTES:

1. LOGO TO BE SPECIFIED:_____.
2. THIS ASSEMBLY IS RATED FOR A STATIC DESIGN LOAD OF 15,000 LBS. [66,720 N] OVER A 10 [254] X 10 [254] AREA AND MUST PASS A MINIMUM STATIC TEST LOAD OF 22,500 LBS. [100,080 N].

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PROJECT ADDRESS: 1858 A RD

OSP-ENG:	OSP PH #:	APPV BY:
STEVEN LENCSE	(615)-473-7346	

PROJECT CODE:	DRAWN BY:
2508BRFZ	DraftPros LLC

APPROVED ORIGINAL ISSUE:

FILE NAME: MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2

SCALE:	PAGE:	OF:
1" = 50'	008	018

MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG - NEW DESIGN 12/4/2025 3:56

ADDITIONAL NOTES & DETAILS

ADDITIONAL NOTES

1. EXCEPT AS OTHERWISE NOTED, CONTRACTOR SHALL MAINTAIN A MINIMUM OF 24 INCHES OF SEPARATION FROM EXISTING UTILITIES.

2. CONTRACTOR SHALL POTHOLE EACH UTILITY TO DETERMINE SIZE, LOCATION, AND DEPTH PRIOR TO CROSSING.

3. CONTRACTOR IS CAUTIONED TO PROTECT SEWER MANHOLES, CATCH BASINS, LATERALS AND INLETS.

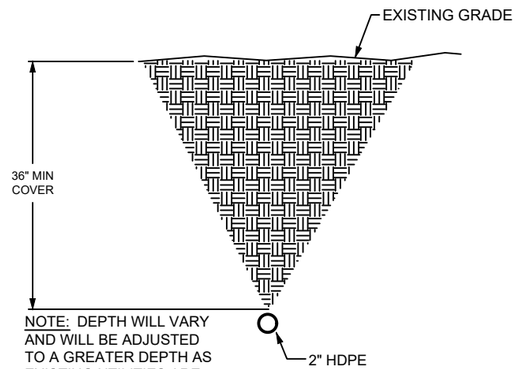
4. CONTRACTOR WILL PROVIDE BARRICADING TO INSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES.

5. RESTORATION TO BE IN COMPLIANCE WITH MCI AND APPLICABLE PERMITTING AGENCIES.

6. BONDING AND GROUNDING PER NESC.

TYPICAL DETAIL "A"

DIRECTIONAL BORE CROSS SECTION
2" HDPE AT 36" DEPTH

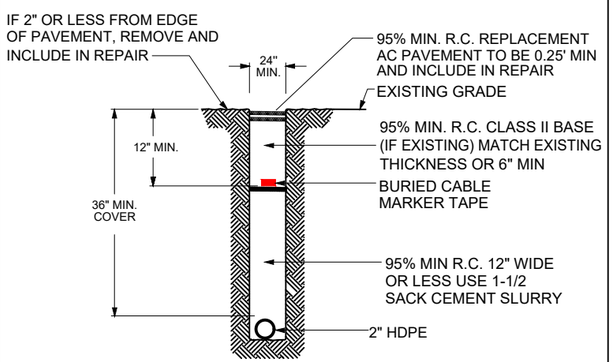


PUBLIC UTILITY NOTE

CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER, WATER, ETC) PRIOR TO COMMENCING ANY CONSTRUCTION. THESE COMPANIES WILL LOCATE, ON THE GROUND, THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC., ADJOINING & CROSSING PROPOSED CONSTRUCTION.

TYPICAL DETAIL

TRENCH AND PLACE CONDUIT
2" HDPE AT 36" DEPTH



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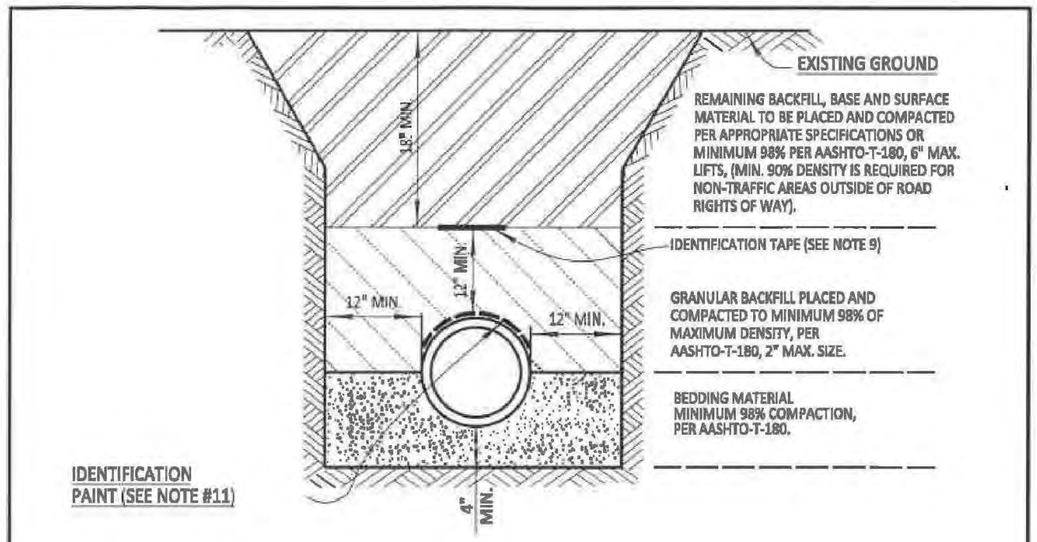
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MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG - NEW DESIGN 12/4/2025 3:56

PBC DETAILS



NOTES:

1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
5. DENSITY TESTS SHALL BE TAKEN IN 1 FOOT LIFTS ABOVE THE PIPE AT INTERVALS OF 400' MAXIMUM, (MINIMUM 1 SET) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION AS PART OF THEIR FIELD REVIEW.
6. THE PERMITTEE/DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL TRENCH SAFETY LAWS AND REGULATIONS.
7. SEE SEPARATE DETAIL FOR PAVED AREAS (OPEN CUT FOR THOROUGHFARE AND NON-THOROUGHFARE ROADS).
8. THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT DOCUMENTS.
9. APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 18" BELOW FINISHED GRADE.
10. ROOT BARRIER IS REQUIRED FOR APPROVED PIPE INSTALLATION CLOSER THAN 10 FEET FROM AN EXISTING TREE. SEE SEPARATE DETAIL FOR ROOT BARRIER.
11. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SANITARY FORCE MAINS (GREEN),DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.
12. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED.

FILEPATH: P:/DGN/ENG_SER/LAND DEVELOPMENT STANDARDS/1.DGN

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				TYPICAL TRENCH DETAIL (NON-PAVED AREAS)		DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:	APPROVED: Wells Connell	EFFECTIVE: 4/27/18	1
K.L.	05/23/90	J.M.K.	02/01/2018	COUNTY ENGINEER OR DESIGNEE		

JUSTO R. RODRIGUEZ LICENSE No. 20675 STATE OF FLORIDA PROFESSIONAL ENGINEER

12/12/2025

DIRECTION OF ENGINEERING.

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MCI METRO
ACCESS TRANSMISSION SERVICES LLC

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MasTec amdocs

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WATER MAIN	W
STORM DRAIN	SS
SANITARY SEWER	S
TELEPHONE	T
GAS MAIN	G
POWER UG	E
TRAFFIC	TRF
SRTEET LIGHT	SL

- STORM DRAIN
- WC — WATER CAP
- STREET LIGHT
- 34' — D-BORE UNDER PAVED ROAD
- WOOD POLE
- C — CONCRETE POLE
- CONCRETE CURB AND SIDEWALK REPLACEMENT AREAS
- STORM SEWER MANHOLE
- INSTALL NEW HANDHOLE
- EXISTING HANDHOLE
- SC — SEWER CAP
- TRAFFIC SIGNIAL HANDHOLE

COORDINATE WITH THE LOCAL UTILITY PROVIDERS AND PROVIDE THE CLEARANCES

TO EXISTING UTILITIES ESTABLISHED BY THOSE AGENCIES. AT A MINIMUM, MAINTAIN 6 FEET OF HORIZONTAL CLEARANCE BETWEEN PROPOSED UNDERGROUND FACILITIES AND EXISTING SMALL DIAMETER UTILITIES (12-INCH OR SMALLER IN DIAMETER) WALL TO WALL AND A MINIMUM OF 18 INCHES OF VERTICAL CLEARANCE. VERTICAL SEPARATION BETWEEN ANY LARGE RECLAIMED WATER MAIN, RAW WATER MAIN, FORCE MAIN OR POTABLE WATER MAIN (16 INCH OR LARGER IN DIAMETER) SHALL BE 3.0 FEET (36 INCH) MINIMUM AND THE HORIZONTAL SEPARATION SHALL BE 10 FEET MINIMUM. THESE MINIMUMS MAY POSSIBLY BE REDUCED THROUGH COORDINATION WITH THE UTILITY ON A CASE-BY-CASE BASIS.

ROAD & BRIDGE GENERAL NOTES:

DAMAGE TO LOOPS OR ANY SIGNAL EQUIPMENT CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

NO EXCAVATION AROUND PALM BEACH COUNTY SIGNAL POLES WITHIN A 6 FOOT RADIUS FROM THE CENTER OF THE POLE AND 6 FEET AROUND THE GUY WIRE ANCHOR ROD. NO EXCAVATION BETWEEN PBC SIGNAL POLES AND SUPPORTING GUY WIRE ANCHOR ROD. PLEASE SEE PALM BEACH COUNTY TRAFFIC SIGNAL INSTALLATION STANDARDS AND DETAILS 2024 DRAWING T-5.4.

CONSTRUCTION/CROSSING, ANY EXISTING PB COUNTY STORM DRAIN PIPE/STRUCTURES BECOME AFFECTED IN ANY WAY, PB COUNTY R&B REQUIRES FULL RESTORATION OF THE AFFECTED SYSTEM TO LIKE OR BETTER THAN LIKE CONDITION AND TO PB COUNTY/FDOT STANDARDS. ROADWAY LANES AFFECTED WILL REQUIRE THE AFFECTED LANES AND/OR ADDITIONAL LANES BE RESTORED TO LIKE OR BETTER THAN LIKE CONDITION AND TO EQUAL DIMENSIONS AS THE ADJACENT LANES (EOP TO EOP).

ROAD & BRIDGE GENERAL NOTES:

ANY AND ALL PB COUNTY STORM DRAIN / SIDEWALK / PATHWAY / C&G / ADA AND OR ADDITIONAL ROADWAY THAT IS AFFECTED BY THE PROPOSED CONSTRUCTION MUST BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION TO INCLUDE ALL APPLICABLE FDOT / PB COUNTY DETAILS AND SPECIFICATIONS (APPLICABLE THOROUGHFARE / NON-THOROUGHFARE).

SIDEWALK AFFECTED TO INCLUDE ONE FLAG ON EITHER SIDE OF THE DISTURBED AREA SIDEWALKS WILL BE RESTORED BY REPLACING: TWO FLAGS IF THE POINT OF CONSTRUCTION IS LOCATED AT A CONTROL JOINT AND THREE FLAGS IF THE POINT OF CONSTRUCTION IS LOCATED BETWEEN CONTROL JOINTS. NO PARTIAL JOINTS ACCEPTED. (PER SITUATION) ROADWAY LANES AFFECTED WILL REQUIRE THE AFFECTED LANES AND/OR ADDITIONAL LANES BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION AND TO EQUAL DIMENSIONS AS THE ADJACENT LANES (EOP TO EOP).

ALL AFFECTED ROADWAYS ARE TO BE RESTORED FROM EOP TO EOP, LANE WIDTH MIN. AND 50' IN EITHER DIRECTION (THOROUGHFARE) AND 25' MIN. RESTORATION (NON-THOROUGHFARE).

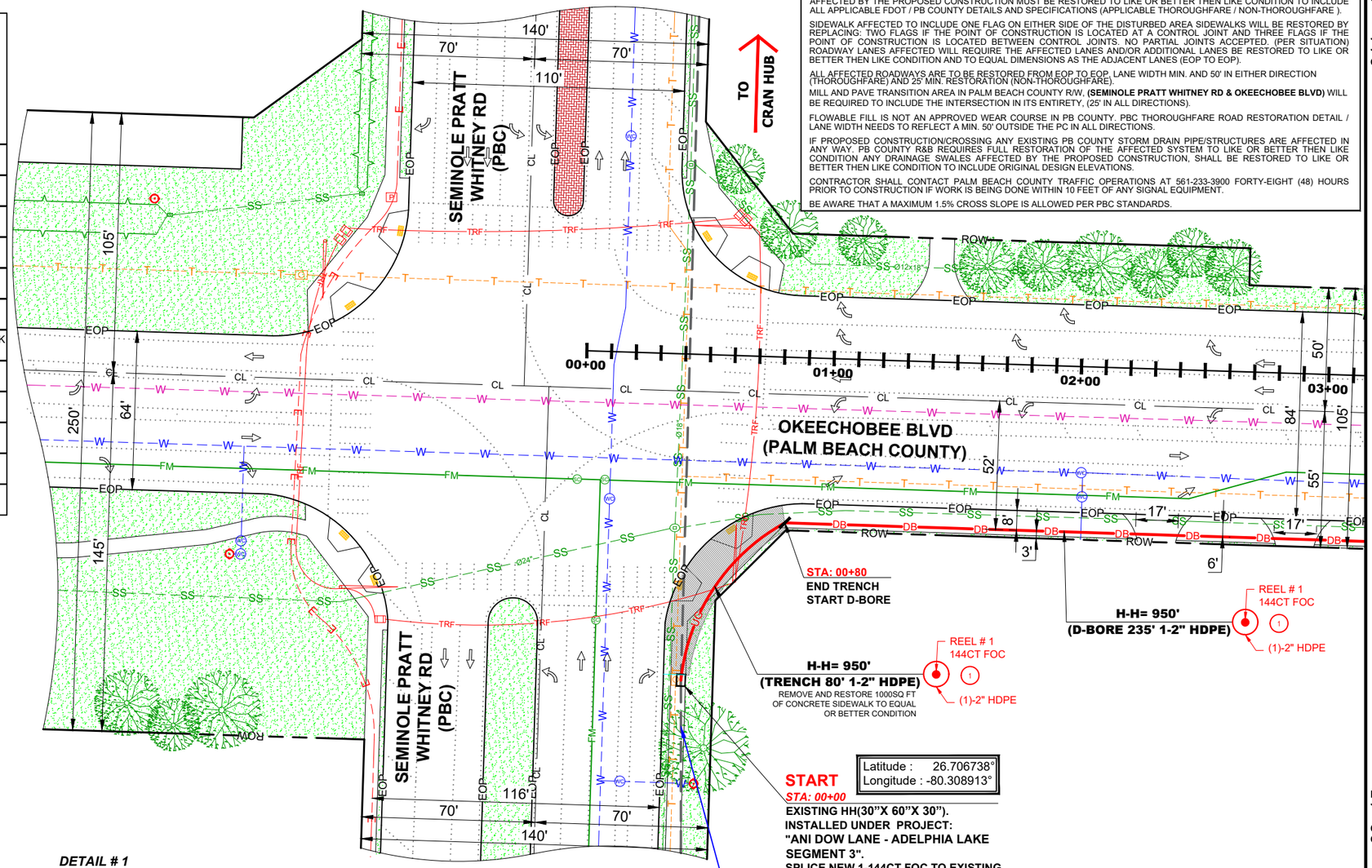
MILL AND PAVE TRANSITION AREA IN PALM BEACH COUNTY R/W, **(SEMINOLE PRATT WHITNEY RD & OKEECHOBEE BLVD)** WILL BE REQUIRED TO INCLUDE THE INTERSECTION IN ITS ENTIRETY, (25' IN ALL DIRECTIONS).

FLOWABLE FILL IS NOT AN APPROVED WEAR COURSE IN PB COUNTY. PBC THOROUGHFARE ROAD RESTORATION DETAIL / LANE WIDTH NEEDS TO REFLECT A MIN. 50' OUTSIDE THE PC IN ALL DIRECTIONS.

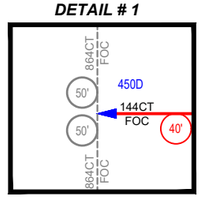
IF PROPOSED CONSTRUCTION/CROSSING ANY EXISTING PB COUNTY STORM DRAIN PIPE/STRUCTURES ARE AFFECTED IN ANY WAY. PB COUNTY R&B REQUIRES FULL RESTORATION OF THE AFFECTED SYSTEM TO LIKE OR BETTER THEN LIKE CONDITION ANY DRAINAGE SWALES AFFECTED BY THE PROPOSED CONSTRUCTION, SHALL BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION TO INCLUDE ORIGINAL DESIGN ELEVATIONS.

CONTRACTOR SHALL CONTACT PALM BEACH COUNTY TRAFFIC OPERATIONS AT 561-233-3900 FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.

BE AWARE THAT A MAXIMUM 1.5% CROSS SLOPE IS ALLOWED PER PBC STANDARDS.



DETAIL # 1



① REEL # 1 144CT FOC

00+00	00+00	00+00	00+00	00+80	00+80
1	2	3	4	5	6
6	80'	120'	67'x5'	235'	235'
	009			009	
	4C	5C	4C	4C	5C
CABLE PREP / SPLICING / TESTING (RIBBON)	DIRECT BURY CABLE	PULL (1) 144CT FOC	REMOVE & RESTORE SIDEWALK	DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC

SEE SHEET: 011 OF 018

MATCH LINE STATION: 03+15

JUSTO R RODRIGUEZ LICENSE No. 20675 STATE OF FLORIDA PROFESSIONAL ENGINEER

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MATERIAL LIST	QTY
CABLE PREP/SPLICING/TESTING (RIBBON)	6
450D SPLICE ENCLOSURE	1
Cable placement 144ct FOC	355'
New Undeground - Directional Bore (1-2")	235'
New Underground - Direct Bury Cable(1-2")	80'
TRACER WIRE	315'
Remove and Reinstate Concrete	1000 sq ft

REVISIONS/APPROVALS

DATE	DESCRIPTION	INITIAL
09/11/2025	ORIGINAL SUBMITTAL	DP
09/15/2025	REVISION 1	DP
12/04/2025	REVISION 2	DP

MasTec amdocs

Know what's below. Call before you dig.

COUNTY: PALM BEACH
CITY: LOXAHATCHEE GROVES
TWNSHIP: 43
RANGE: 40/41
SECTION: 25/30
SITE RING:
SITE ID: ----
TITLE: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP
PROJECT ADDRESS: 1858 A RD
OSP-ENG: STEVEN LENCSE
OSP PH #: (615)-473-7346
APPV BY:
PROJECT CODE: 2508BRFZ
DRAWN BY: DraftPros LLC
APPROVED ORIGINAL ISSUE:
FILE NAME: MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2
SCALE: 1" = 50'
PAGE: 010
OF: 018

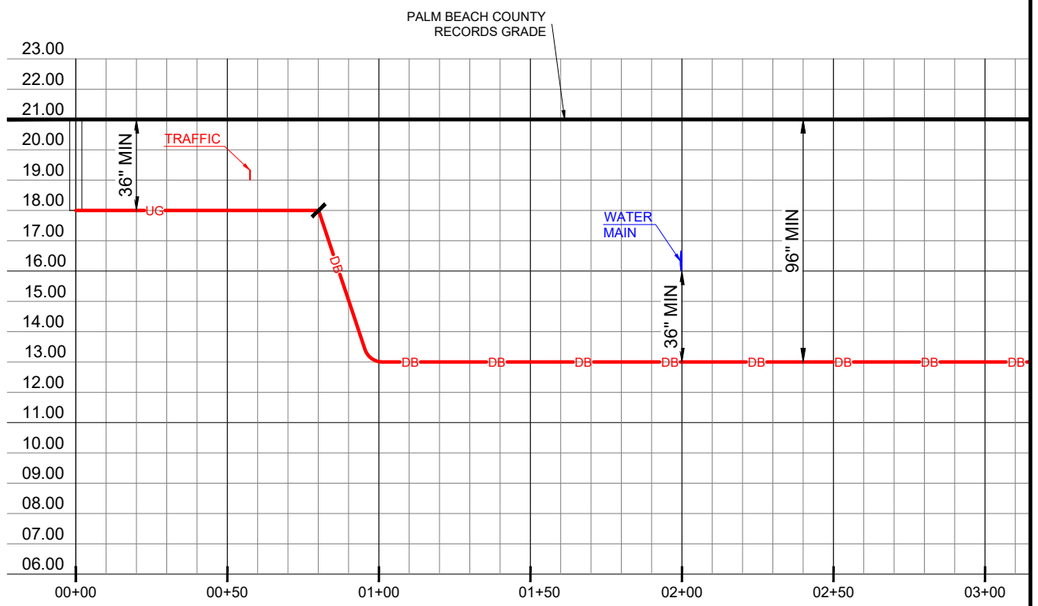
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MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG

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SEE SHEET: 11A OF 018



PROFILE - SEMINOLE PRATT WHITNEY RD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

PROFILE - OKEECHOBEE BLVD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

MATCH LINE STATION: 03+15

JUSTO R RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

DIRECTION OF ENGINEERING.

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MCI METRO
ACCESS TRANSMISSION SERVICES LLC

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SEE SHEET: 010 OF 018

ROAD & BRIDGE GENERAL NOTES:

DAMAGE TO LOOPS OR ANY SIGNAL EQUIPMENT CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

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WATER MAIN	W
STORM DRAIN	SS
SANITARY SEWER	S
TELEPHONE	T
GAS MAIN	G
POWER UG	E
TRAFFIC	TRF
SRTEET LIGHT	SL
STORM DRAIN	
WATER CAP	
STREET LIGHT	
71' D-BORE UNDER PAVED ROAD	

WOOD POLE	
CONCRETE POLE	
CONCRETE CURB AND SIDEWALK REPLACEMENT AREAS	
STORM SEWER MANHOLE	
INSTALL NEW HANDHOLE	
EXISTING HANDHOLE	
SEWER CAP	
TRAFFIC SIGNIAL HANDHOLE	

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SIDEWALK AFFECTED TO INCLUDE ONE FLAG ON EITHER SIDE OF THE DISTURBED AREA SIDEWALKS WILL BE RESTORED BY REPLACING: TWO FLAGS IF THE POINT OF CONSTRUCTION IS LOCATED AT A CONTROL JOINT AND THREE FLAGS IF THE POINT OF CONSTRUCTION IS LOCATED BETWEEN CONTROL JOINTS. NO PARTIAL JOINTS ACCEPTED. (PER SITUATION) ROADWAY LANES AFFECTED WILL REQUIRE THE AFFECTED LANES AND/OR ADDITIONAL LANES BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION AND TO EQUAL DIMENSIONS AS THE ADJACENT LANES (EOP TO EOP).

ALL AFFECTED ROADWAYS ARE TO BE RESTORED FROM EOP TO EOP, LANE WIDTH MIN. AND 50' IN EITHER DIRECTION (THOROUGHFARE) AND 25' MIN. RESTORATION (NON-THOROUGHFARE).

MILL AND PAVE TRANSITION AREA IN PALM BEACH COUNTY R/W, **(OKEECHOBEE BLVD)** WILL BE REQUIRED TO INCLUDE THE INTERSECTION IN ITS ENTIRETY, (25' IN ALL DIRECTIONS).

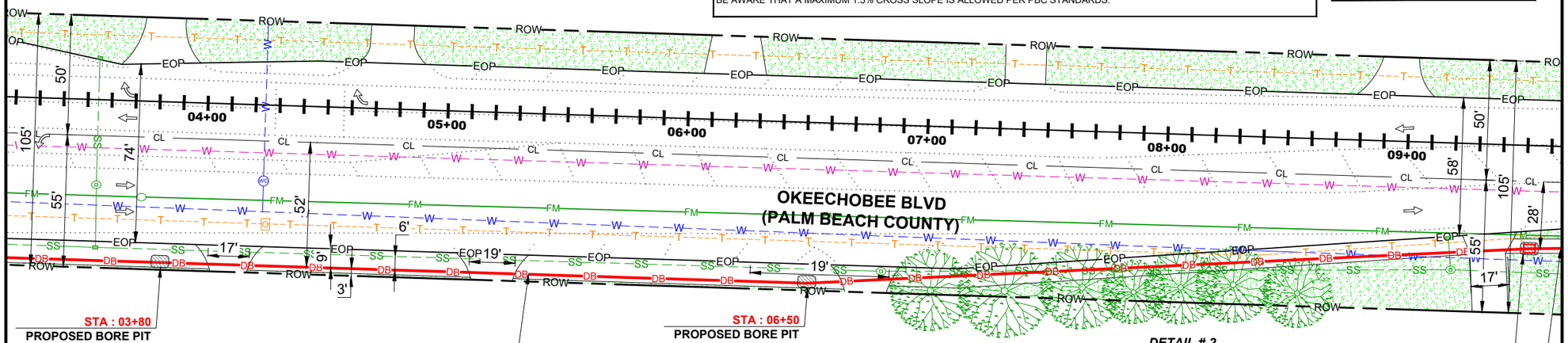
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CONTRACTOR SHALL CONTACT PALM BEACH COUNTY TRAFFIC OPERATIONS AT 561-233-3900 FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.

BE AWARE THAT A MAXIMUM 1.5% CROSS SLOPE IS ALLOWED PER PBC STANDARDS.

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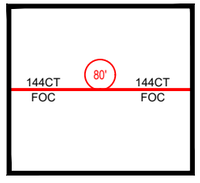


STA : 03+80
PROPOSED BORE PIT
REMOVE AND RESTORE 70SQ FT OF CONCRETE SIDEWALK TO EQUAL OR BETTER CONDITION

REEL # 1 144CT FOC
(1)-2" HDPE
H-H= 950'
(D-BORE 635' 1-2" HDPE)
DIRECTIONAL BORE
REAMER SIZE = 4"

STA : 06+50
PROPOSED BORE PIT
REMOVE AND RESTORE 70SQ FT OF CONCRETE SIDEWALK TO EQUAL OR BETTER CONDITION

DETAIL # 2



STA : 09+50
INSTALL NEW (24"x 37 5/8"x 26") HH.
LEAVE 80' COIL FOR SLACK STORAGE.
REMOVE AND RESTORE 70SQ FT OF CONCRETE SIDEWALK TO EQUAL OR BETTER CONDITION
(SEE DETAIL # 2)

Latitude : 26.706893°
Longitude : -80.306119°

REEL # 1 144CT FOC
(1)-2" HDPE
H-H= 1000'
(D-BORE 15' 1-2" HDPE)
DIRECTIONAL BORE
REAMER SIZE = 4"

MATCH LINE STATION: 03+15

SEE SHEET: 012 OF 018

MATCH LINE STATION: 09+65

(1) REEL # 1 144CT FOC

03+15	03+15	03+80	06+50	09+50	09+50	09+50
1	2	3	4	5	6	7
635'	635'	14'x5'	14'x5'	24"x 37 5/8"x 26"	15'	95'
009				008	009	
4C	5C	4C	4C	4C	4C	5C
DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	REMOVE & RESTORE SIDEWALK	REMOVE & RESTORE SIDEWALK	PLACE HH	DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC

JUSTO R RODRIGUEZ
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No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

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ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY
Cable placement 144ct FOC	730'
New Undeground - Directional Bore (1-2")	650'
TRACER WIRE	650'
Place Handhole - Medium 24"x 37 5/8"x 26"	1
Remove and Reinstate Concrete	140 sq ft

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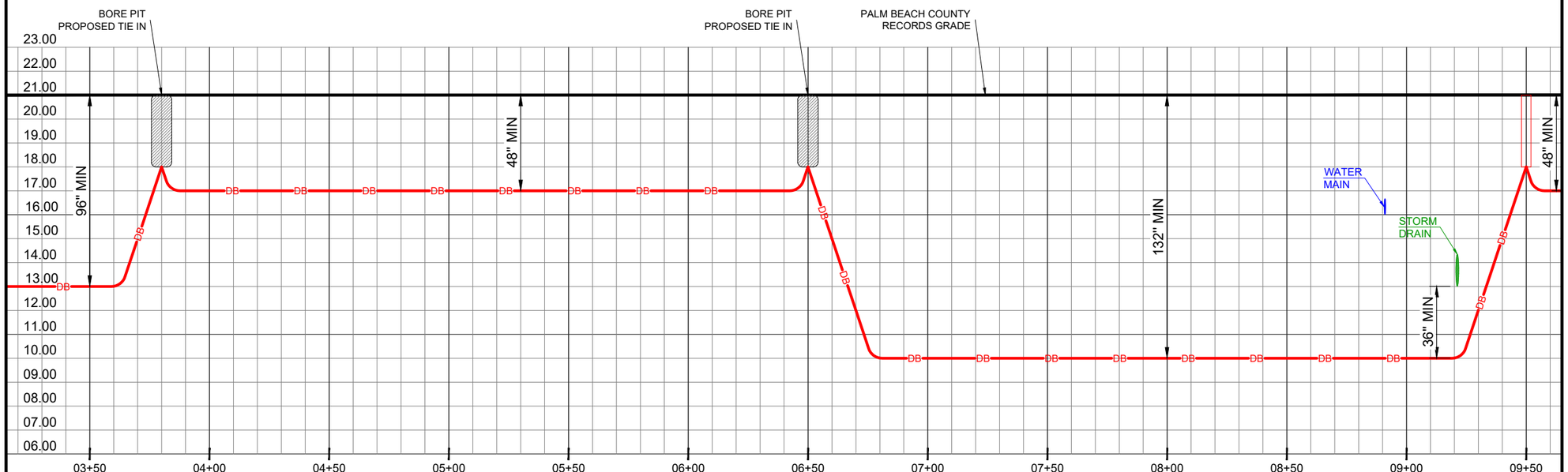
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SEE SHEET: 10A OF 018

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SEE SHEET: 12A OF 018



MATCH LINE STATION: 03+5

PROPOSED BORE PIT
03+80

PROPOSED BORE PIT
06+50

INSTALL NEW HH
09+50

MATCH LINE STATION: 09+65

DIRECTIONAL BORE
REAMER SIZE = 4"

PROFILE - OKEECHOBEE BLVD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

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PROJECT ADDRESS: 1858 A RD

OSP-ENG:	OSP PH #:	APPV BY:
STEVEN LENCSE	(615)-473-7346	

PROJECT CODE:	DRAWN BY:
2508BRFZ	DraftPros LLC

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SCALE:	PAGE:	OF:
AS SHOWN	11A	018

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SEE SHEET: 011 OF 018

WATER MAIN	W
STORM DRAIN	SS
SANITARY SEWER	S
TELEPHONE	T
GAS MAIN	G
POWER UG	E
TRAFFIC	TRF
SRTEET LIGHT	SL
STORM DRAIN	
WATER CAP	WC
STREET LIGHT	
47'	D-BORE UNDER PAVED ROAD

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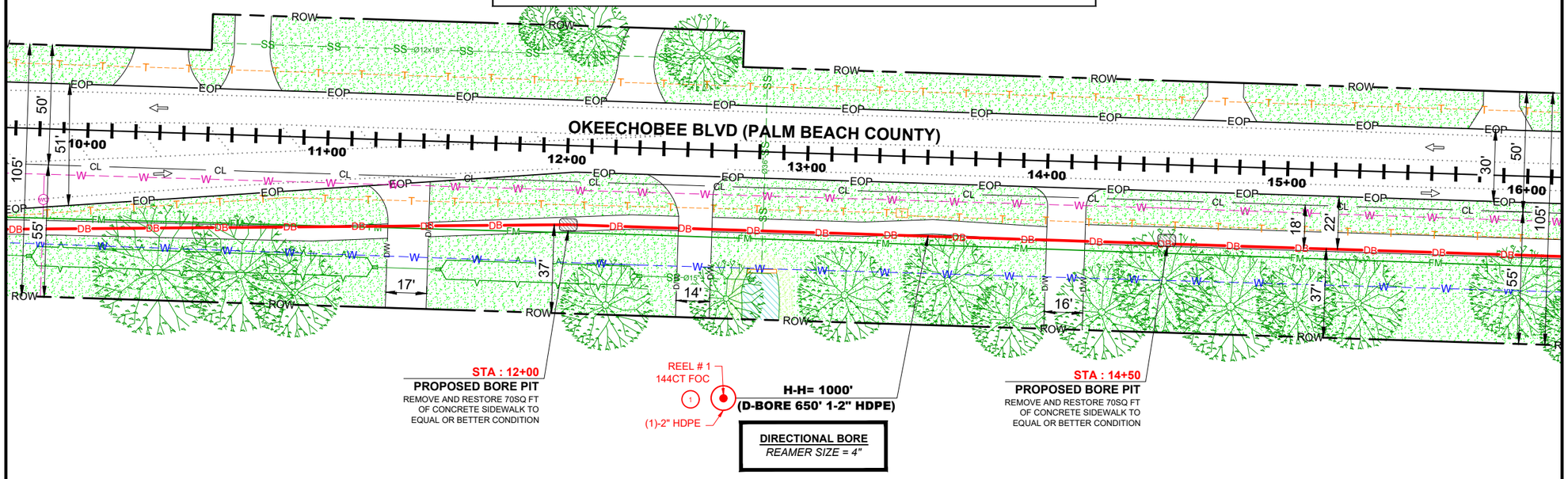
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MATCH LINE STATION: 09+65

SEE SHEET: 013 OF 018

MATCH LINE STATION: 16+15

① REEL # 1 144CT FOC

09+65	09+65	12+00	14+50
1	2	3	4
650'	650'	14'x5'	14'x5'
009			
4C	5C	4C	4C
DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	REMOVE & RESTORE SIDEWALK	REMOVE & RESTORE SIDEWALK

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MCI
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ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY
Cable placement 144ct FOC	650'
New Undeground - Directional Bore (1-2")	650'
TRACER WIRE	650'
Remove and Reinstate Concrete	140 sq ft

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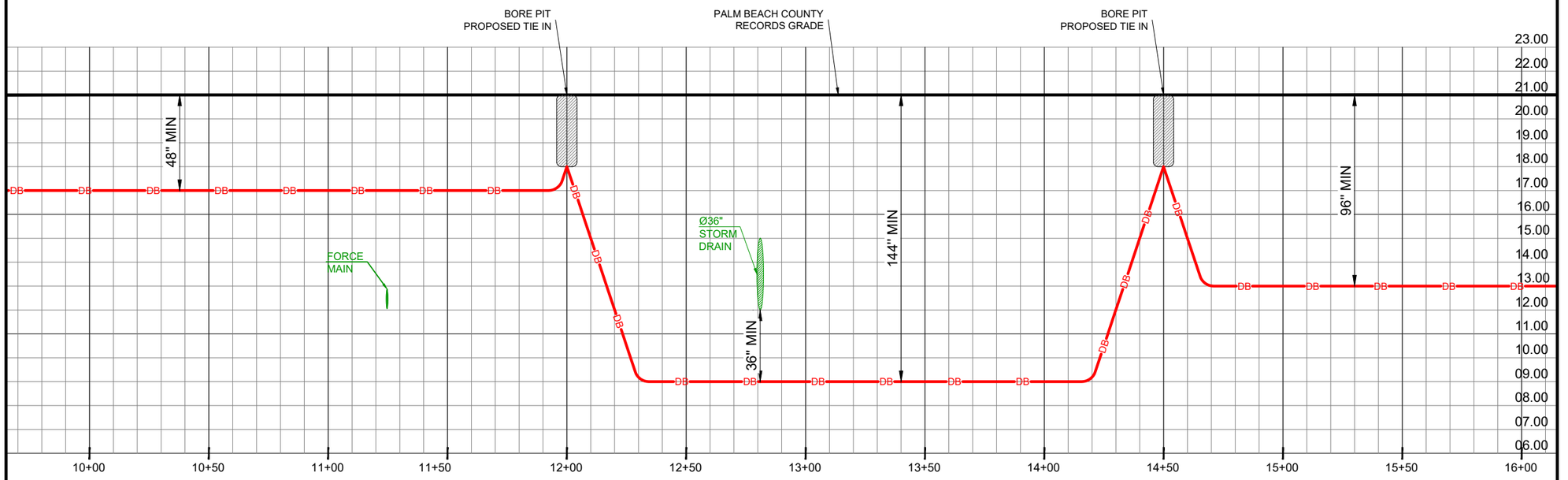
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SEE SHEET: 13A OF 018



MATCH LINE STATION: 09+65

MATCH LINE STATION: 16+15

DIRECTIONAL BORE
REAMER SIZE = 4"

PROFILE - OKEECHOBEE BLVD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

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PROFESSIONAL ENGINEER

12/12/2025

DIRECTION OF ENGINEERING.

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MCI METRO
ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY

REVISIONS/APPROVALS

DATE	DESCRIPTION	INITIAL
09/11/2025	ORIGINAL SUBMITTAL	DP
09/15/2025	REVISION 1	DP
12/04/2025	REVISION 2	DP

MasTec amdocs

811 Know what's **below.** **Call** before you dig.

COUNTY: PALM BEACH
CITY: LOXAHATCHEE GROVES
TWNSHIP: 43
RANGE: 40/41
SECTION: 25/30
SITE RING:
SITE ID: ----
TITLE: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP
PROJECT ADDRESS: 1858 A RD
OSP-ENG: STEVEN LENCSE
OSP PH #: (615)-473-7346
APPV BY:
PROJECT CODE: 2508BRFZ
DRAWN BY: DraftPros LLC
APPROVED ORIGINAL ISSUE:
FILE NAME: MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2
SCALE: AS SHOWN
PAGE: 12A
OF: 018

- NEW DESIGN 12/4/2025 3:56
MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG

SEE SHEET: 012 OF 018

WATER MAIN	W
STORM DRAIN	SS
SANITARY SEWER	S
TELEPHONE	T
GAS MAIN	G
POWER UG	E
TRAFFIC	TRF
SRTEET LIGHT	SL
STORM DRAIN	
WATER CAP	WC
STREET LIGHT	
69'	D-BORE UNDER PAVED ROAD

WOOD POLE	
CONCRETE POLE	
CONCRETE CURB AND SIDEWALK REPLACEMENT AREAS	
STORM SEWER MANHOLE	
INSTALL NEW HANDHOLE	
EXISTING HANDHOLE	
SEWER CAP	SC
TRAFFIC SIGNIAL HANDHOLE	

ROAD & BRIDGE GENERAL NOTES:

ANY AND ALL PB COUNTY STORM DRAIN / SIDEWALK / PATHWAY / C&G / ADA AND OR ADDITIONAL ROADWAY THAT IS AFFECTED BY THE PROPOSED CONSTRUCTION MUST BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION TO INCLUDE ALL APPLICABLE FDOT / PB COUNTY DETAILS AND SPECIFICATIONS (APPLICABLE THOROUGHFARE / NON-THOROUGHFARE).

SIDEWALK AFFECTED TO INCLUDE ONE FLAG ON EITHER SIDE OF THE DISTURBED AREA SIDEWALKS WILL BE RESTORED BY REPLACING: TWO FLAGS IF THE POINT OF CONSTRUCTION IS LOCATED AT A CONTROL JOINT AND THREE FLAGS IF THE POINT OF CONSTRUCTION IS LOCATED BETWEEN CONTROL JOINTS. NO PARTIAL JOINTS ACCEPTED. (PER SITUATION) ROADWAY LANES AFFECTED WILL REQUIRE THE AFFECTED LANES AND/OR ADDITIONAL LANES BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION AND TO EQUAL DIMENSIONS AS THE ADJACENT LANES (EOP TO EOP).

ALL AFFECTED ROADWAYS ARE TO BE RESTORED FROM EOP TO EOP, LANE WIDTH MIN. AND 50' IN EITHER DIRECTION (THOROUGHFARE) AND 25' MIN. RESTORATION (NON-THOROUGHFARE).

MILL AND PAVE TRANSITION AREA IN PALM BEACH COUNTY R/W, **(OKEECHOBEE BLVD)** WILL BE REQUIRED TO INCLUDE THE INTERSECTION IN ITS ENTIRETY, (25' IN ALL DIRECTIONS).

FLOWABLE FILL IS NOT AN APPROVED WEAR COURSE IN PB COUNTY. PBC THOROUGHFARE ROAD RESTORATION DETAIL / LANE WIDTH NEEDS TO REFLECT A MIN. 50' OUTSIDE THE PC IN ALL DIRECTIONS.

IF PROPOSED CONSTRUCTION/CROSSING ANY EXISTING PB COUNTY STORM DRAIN PIPE/STRUCTURES ARE AFFECTED IN ANY WAY. PB COUNTY R&B REQUIRES FULL RESTORATION OF THE AFFECTED SYSTEM TO LIKE OR BETTER THEN LIKE CONDITION ANY DRAINAGE SWALES AFFECTED BY THE PROPOSED CONSTRUCTION, SHALL BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION TO INCLUDE ORIGINAL DESIGN ELEVATIONS.

CONTRACTOR SHALL CONTACT PALM BEACH COUNTY TRAFFIC OPERATIONS AT 561-233-3900 FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.

BE AWARE THAT A MAXIMUM 1.5% CROSS SLOPE IS ALLOWED PER PBC STANDARDS.

COORDINATE WITH THE LOCAL UTILITY PROVIDERS AND PROVIDE THE CLEARANCES

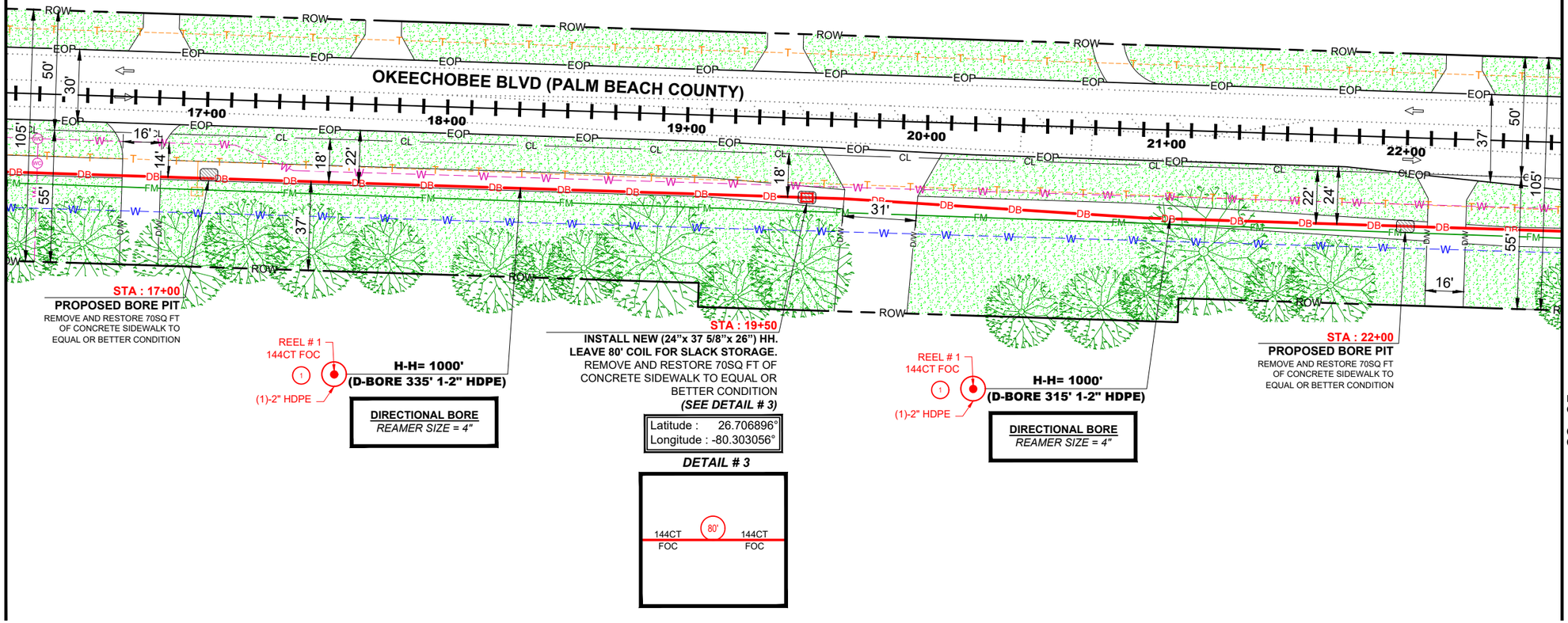
TO EXISTING UTILITIES ESTABLISHED BY THOSE AGENCIES. AT A MINIMUM, MAINTAIN 6 FEET OF HORIZONTAL CLEARANCE BETWEEN PROPOSED UNDERGROUND FACILITIES AND EXISTING SMALL DIAMETER UTILITIES (12-INCH OR SMALLER IN DIAMETER) WALL TO WALL AND A MINIMUM OF 18 INCHES OF VERTICAL CLEARANCE. VERTICAL SEPARATION BETWEEN ANY LARGE RECLAIMED WATER MAIN, RAW WATER MAIN, FORCE MAIN OR POTABLE WATER MAIN (16 INCH OR LARGER IN DIAMETER) SHALL BE 3.0 FEET (36 INCH) MINIMUM AND THE HORIZONTAL SEPARATION SHALL BE 10 FEET MINIMUM. THESE MINIMUMS MAY POSSIBLY BE REDUCED THROUGH COORDINATION WITH THE UTILITY ON A CASE-BY-CASE BASIS.

ROAD & BRIDGE GENERAL NOTES:

DAMAGE TO LOOPS OR ANY SIGNAL EQUIPMENT CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

NO EXCAVATION AROUND PALM BEACH COUNTY SIGNAL POLES WITHIN A 6 FOOT RADIUS FROM THE CENTER OF THE POLE AND 6 FEET AROUND THE GUY WIRE ANCHOR ROD. NO EXCAVATION BETWEEN PBC SIGNAL POLES AND SUPPORTING GUY WIRE ANCHOR ROD. PLEASE SEE PALM BEACH COUNTY TRAFFIC SIGNAL INSTALLATION STANDARDS AND DETAILS 2024 DRAWING T-5.4.

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STA : 17+00
PROPOSED BORE PIT
REMOVE AND RESTORE 70SQ FT OF CONCRETE SIDEWALK TO EQUAL OR BETTER CONDITION

REEL # 1
144CT FOC
(1)-2" HDPE
H-H= 1000'
(D-BORE 335' 1-2" HDPE)

DIRECTIONAL BORE
REAMER SIZE = 4"

STA : 19+50
INSTALL NEW (24"x 37 5/8"x 26") HH.
LEAVE 80' COIL FOR SLACK STORAGE.
REMOVE AND RESTORE 70SQ FT OF CONCRETE SIDEWALK TO EQUAL OR BETTER CONDITION
(SEE DETAIL # 3)

Latitude : 26.706896°
Longitude : -80.303056°

DETAIL # 3

REEL # 1
144CT FOC
(1)-2" HDPE
H-H= 1000'
(D-BORE 315' 1-2" HDPE)

DIRECTIONAL BORE
REAMER SIZE = 4"

STA : 22+00
PROPOSED BORE PIT
REMOVE AND RESTORE 70SQ FT OF CONCRETE SIDEWALK TO EQUAL OR BETTER CONDITION

MATCH LINE STATION: 16+15

SEE SHEET: 014 OF 018

MATCH LINE STATION: 22+65

① REEL # 1 144CT FOC

16+15	16+15	17+00	19+50	19+50	19+50	19+50	22+00
1	2	3	4	5	6	7	8
335'	335'	14'x5'	24"x 37 5/8"x 26"	14'x5'	315'	395'	14'x5'
009			008		009		
4C	5C	4C	4C	4C	4C	5C	4C
DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	REMOVE & RESTORE SIDEWALK	PLACE HH	REMOVE & RESTORE SIDEWALK	DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	REMOVE & RESTORE SIDEWALK

MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG - NEW DESIGN 12/4/2025 3:56

JUSTO R RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

DIRECTION OF ENGINEERING.

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MCI METRO
ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY
Cable placement 144ct FOC	730'
New Undeground - Directional Bore (1-2")	650'
TRACER WIRE	650'
Place Handhole - Medium 24"x 37 5/8"x 26"	1
Remove and Reinstate Concrete	210 sq ft

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MasTec amdocs

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SITE ID: ----

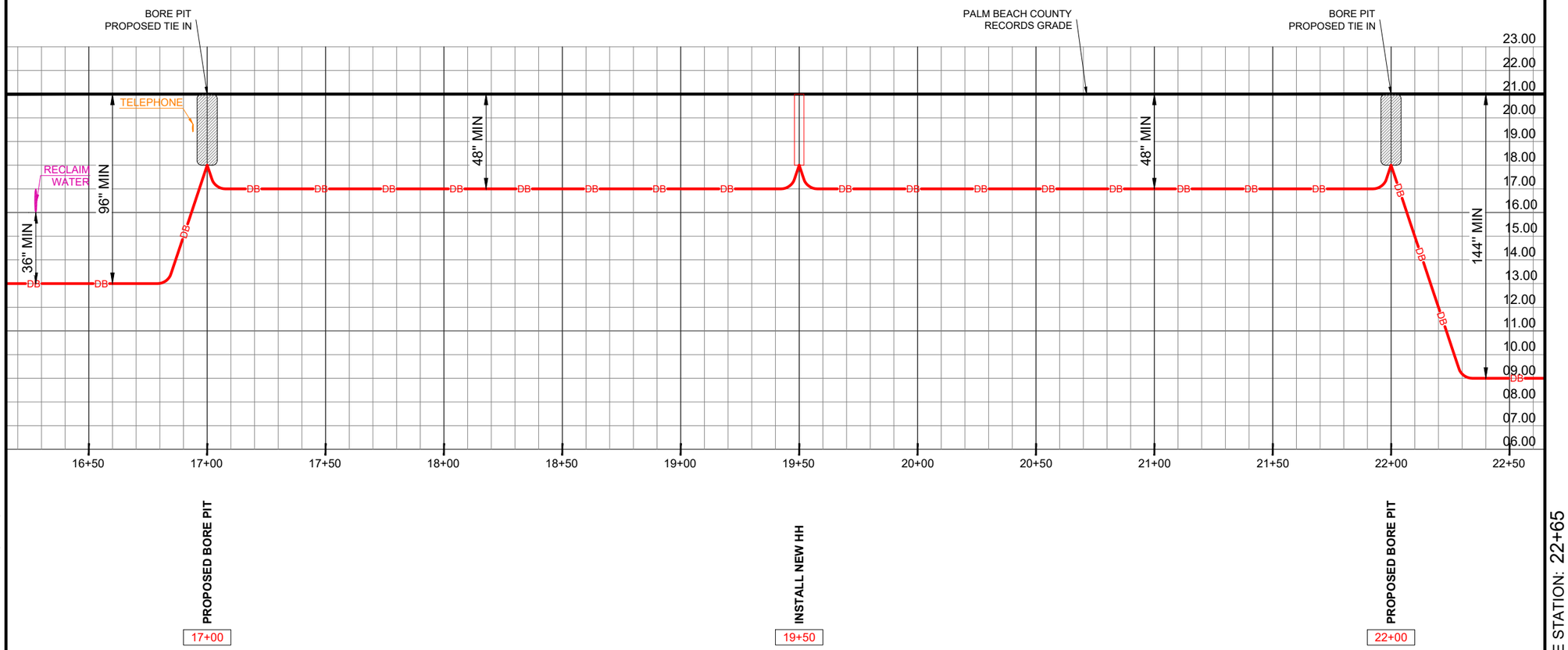
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SCALE: 1" = 50'
PAGE: 013
OF: 018

SEE SHEET: 12A OF 018

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"UNKNOWN ELEVATION"
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SEE SHEET: 14A OF 018



MATCH LINE STATION: 16+15

MATCH LINE STATION: 22+65

DIRECTIONAL BORE
REAMER SIZE = 4"

PROFILE - OKEECHOBEE BLVD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

JUSTO R RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

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SANITARY SEWER	S
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GAS MAIN	G
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SRTEET LIGHT	SL
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WC WATER CAP	
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101' D-BORE UNDER PAVED ROAD	

- WOOD POLE
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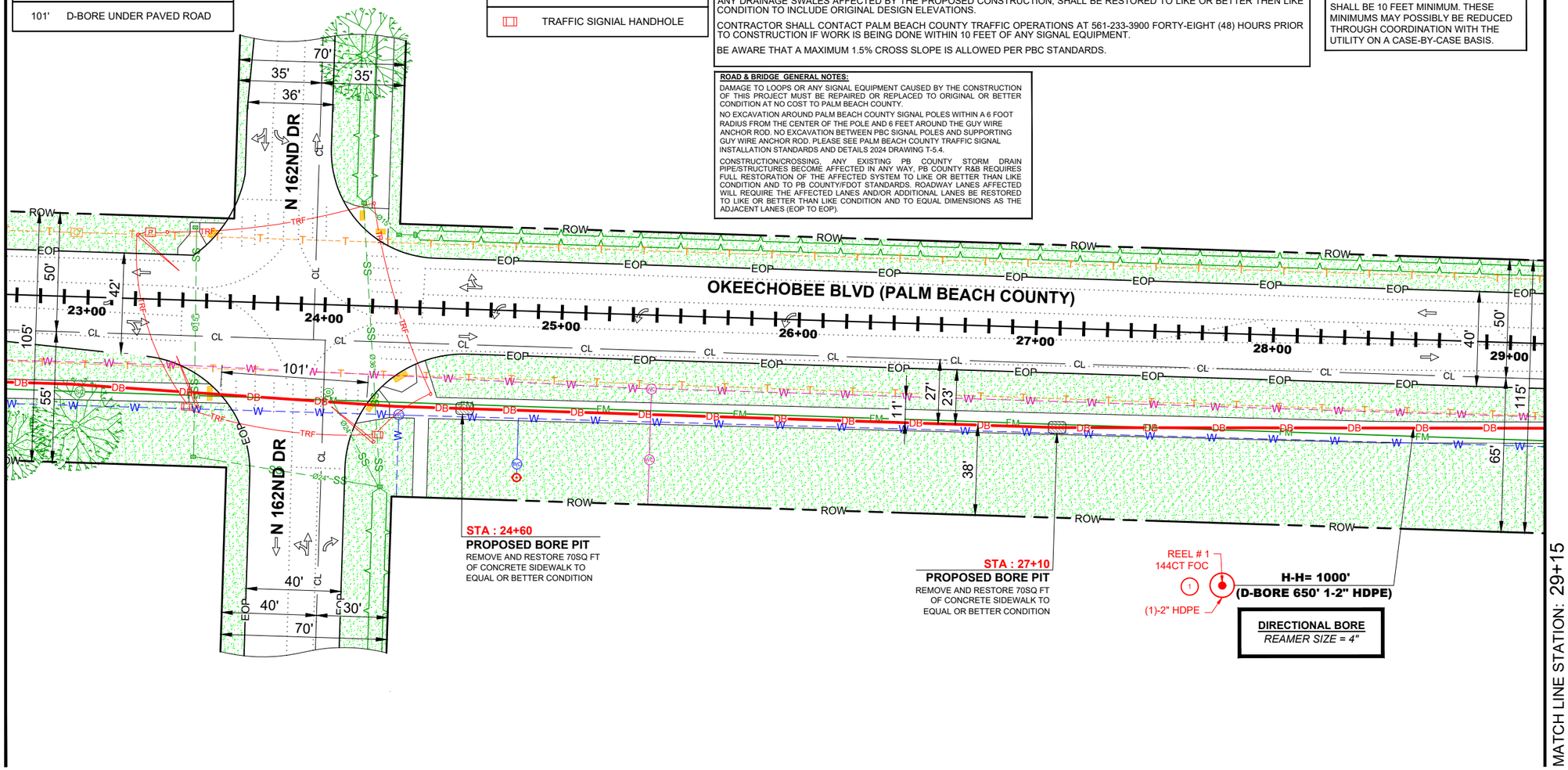
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MATCH LINE STATION: 22+65

MATCH LINE STATION: 29+15

SEE SHEET: 015 OF 018

(1) REEL # 1 144CT FOC

22+65	22+65	24+60	27+10
1	2	3	4
650'	650'	14'x5'	14'x5'
009			
4C	5C	4C	4C
DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	REMOVE & RESTORE SIDEWALK	REMOVE & RESTORE SIDEWALK

JUSTO R RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

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MCI METRO
ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY
Cable placement 144ct FOC	650'
New Undeground - Directional Bore (1-2")	650'
TRACER WIRE	650'
Remove and Reinstate Concrete	140 sq ft
Remove and Reinstate Concrete	140 sq ft

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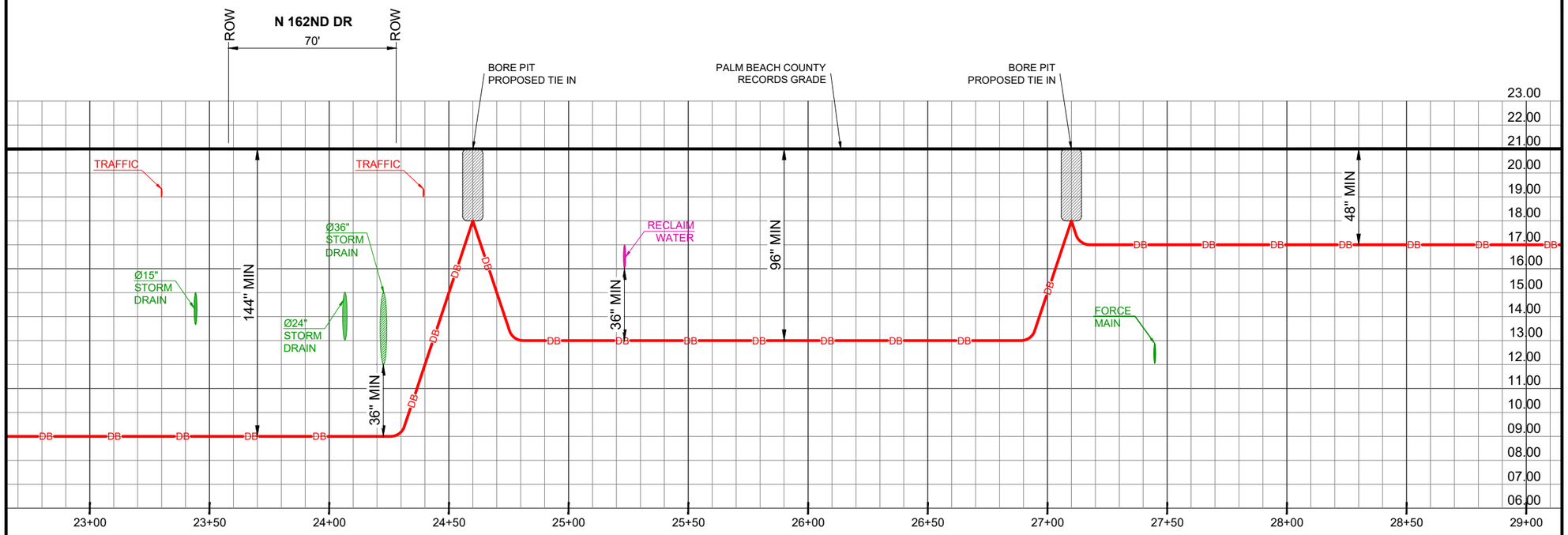
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PROPOSED BORE PIT
24+60

PROPOSED BORE PIT
27+10

DIRECTIONAL BORE
REAMER SIZE = 4"

PROFILE - OKEECHOBEE BLVD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

MATCH LINE STATION: 22+65

SEE SHEET: 15A OF 018

MATCH LINE STATION: 29+15

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MILL AND PAVE TRANSITION AREA IN PALM BEACH COUNTY R/W, **(OKEECHOBEE BLVD)** WILL BE REQUIRED TO INCLUDE THE INTERSECTION IN ITS ENTIRETY, (25' IN ALL DIRECTIONS).

FLOWABLE FILL IS NOT AN APPROVED WEAR COURSE IN PB COUNTY. PBC THOROUGHFARE ROAD RESTORATION DETAIL / LANE WIDTH NEEDS TO REFLECT A MIN. 50' OUTSIDE THE PC IN ALL DIRECTIONS.

IF PROPOSED CONSTRUCTION/CROSSING ANY EXISTING PB COUNTY STORM DRAIN PIPE/STRUCTURES ARE AFFECTED IN ANY WAY. PB COUNTY R&B REQUIRES FULL RESTORATION OF THE AFFECTED SYSTEM TO LIKE OR BETTER THEN LIKE CONDITION ANY DRAINAGE SWALES AFFECTED BY THE PROPOSED CONSTRUCTION, SHALL BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION TO INCLUDE ORIGINAL DESIGN ELEVATIONS.

CONTRACTOR SHALL CONTACT PALM BEACH COUNTY TRAFFIC OPERATIONS AT 561-233-3900 FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.

BE AWARE THAT A MAXIMUM 1.5% CROSS SLOPE IS ALLOWED PER PBC STANDARDS.

COORDINATE WITH THE LOCAL UTILITY PROVIDERS AND PROVIDE THE CLEARANCES

TO EXISTING UTILITIES ESTABLISHED BY THOSE AGENCIES. AT A MINIMUM, MAINTAIN 6 FEET OF HORIZONTAL CLEARANCE BETWEEN PROPOSED UNDERGROUND FACILITIES AND EXISTING SMALL DIAMETER UTILITIES (12-INCH OR SMALLER IN DIAMETER) WALL TO WALL AND A MINIMUM OF 18 INCHES OF VERTICAL CLEARANCE. VERTICAL SEPARATION BETWEEN ANY LARGE RECLAIMED WATER MAIN, RAW WATER MAIN, FORCE MAIN OR POTABLE WATER MAIN (16 INCH OR LARGER IN DIAMETER) SHALL BE 3.0 FEET (36 INCH) MINIMUM AND THE HORIZONTAL SEPARATION SHALL BE 10 FEET MINIMUM. THESE MINIMUMS MAY POSSIBLY BE REDUCED THROUGH COORDINATION WITH THE UTILITY ON A CASE-BY-CASE BASIS.

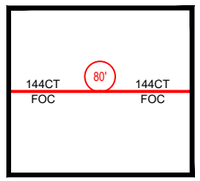
ROAD & BRIDGE GENERAL NOTES:

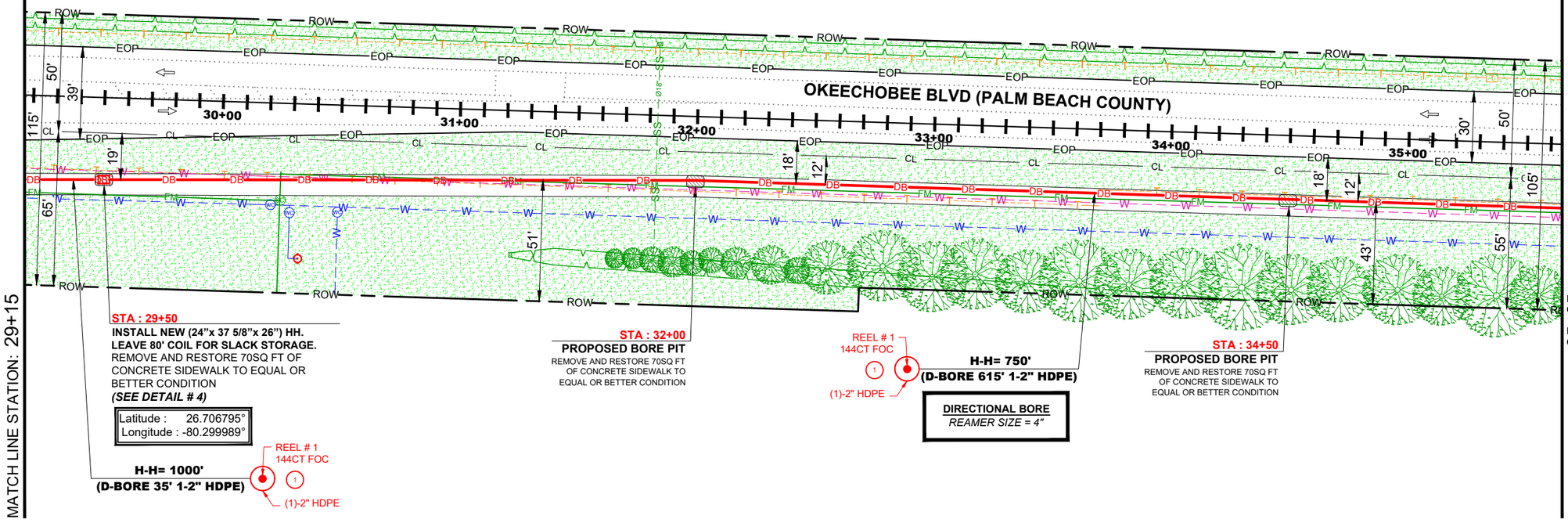
DAMAGE TO LOOPS OR ANY SIGNAL EQUIPMENT CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

NO EXCAVATION AROUND PALM BEACH COUNTY SIGNAL POLES WITHIN A 6 FOOT RADIUS FROM THE CENTER OF THE POLE AND 6 FEET AROUND THE GUY WIRE ANCHOR ROD. NO EXCAVATION BETWEEN PBC SIGNAL POLES AND SUPPORTING GUY WIRE ANCHOR ROD. PLEASE SEE PALM BEACH COUNTY TRAFFIC SIGNAL INSTALLATION STANDARDS AND DETAILS 2024 DRAWING T-5.4.

CONSTRUCTION/CROSSING, ANY EXISTING PB COUNTY STORM DRAIN PIPE/STRUCTURES BECOME AFFECTED IN ANY WAY, PB COUNTY R&B REQUIRES FULL RESTORATION OF THE AFFECTED SYSTEM TO LIKE OR BETTER THAN LIKE CONDITION AND TO PB COUNTY/FDOT STANDARDS. ROADWAY LANES AFFECTED WILL REQUIRE THE AFFECTED LANES AND/OR ADDITIONAL LANES BE RESTORED TO LIKE OR BETTER THAN LIKE CONDITION AND TO EQUAL DIMENSIONS AS THE ADJACENT LANES (EOP TO EOP).

DETAIL # 4





MATCH LINE STATION: 29+15

STA : 29+50
INSTALL NEW (24"x 37 5/8"x 26") HH.
LEAVE 80' COIL FOR SLACK STORAGE.
REMOVE AND RESTORE 70SQ FT OF CONCRETE SIDEWALK TO EQUAL OR BETTER CONDITION
(SEE DETAIL # 4)

Latitude : 26.706795°
Longitude : -80.299989°

REEL # 1
144CT FOC
(1)-2" HDPE
H-H= 1000'
(D-BORE 35' 1-2" HDPE)

STA : 32+00
PROPOSED BORE PIT
REMOVE AND RESTORE 70SQ FT OF CONCRETE SIDEWALK TO EQUAL OR BETTER CONDITION

REEL # 1
144CT FOC
(1)-2" HDPE
H-H= 750'
(D-BORE 615' 1-2" HDPE)

DIRECTIONAL BORE
REAMER SIZE = 4"

STA : 34+50
PROPOSED BORE PIT
REMOVE AND RESTORE 70SQ FT OF CONCRETE SIDEWALK TO EQUAL OR BETTER CONDITION

MATCH LINE STATION: 35+65

SEE SHEET: 016 OF 018

① REEL # 1 144CT FOC

29+15	29+15	29+50	29+50	29+50	29+50	32+00	34+50
1	2	3	4	5	6	7	8
35'	35'	24"x 37 5/8"x 26"	14'x5'	615'	695'	14'x5'	14'x5'
009		008		009			
4C	5C	4C	4C	4C	5C	4C	4C
DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	PLACE HH	REMOVE & RESTORE SIDEWALK	DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	REMOVE & RESTORE SIDEWALK	REMOVE & RESTORE SIDEWALK

JUSTO R RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

DIRECTION OF ENGINEERING.

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ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY
Cable placement 144ct FOC	730'
New Undeground - Directional Bore (1-2")	650'
TRACER WIRE	650'
Place Handhole - Medium 24"x 37 5/8"x 26"	1
Remove and Reinstate Concrete	210 sq ft

REVISIONS/APPROVALS

DATE	DESCRIPTION	INITIAL
09/11/2025	ORIGINAL SUBMITTAL	DP
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12/04/2025	REVISION 2	DP

MasTec amdocs

811 Know what's **below.** **Call** before you dig.

COUNTY: PALM BEACH
CITY: LOXAHATCHEE GROVES
TWNSHIP: 43
RANGE: 40/41
SECTION: 25/30
SITE RING:
SITE ID: ----
TITLE: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP
PROJECT ADDRESS: 1858 A RD
OSP-ENG: STEVEN LENCSE
OSP PH #: (615)-473-7346
APPV BY:
PROJECT CODE: 2508BRFZ
DRAWN BY: DraftPros LLC
APPROVED ORIGINAL ISSUE:
FILE NAME: MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2
SCALE: 1" = 50'
PAGE: 015
OF: 018

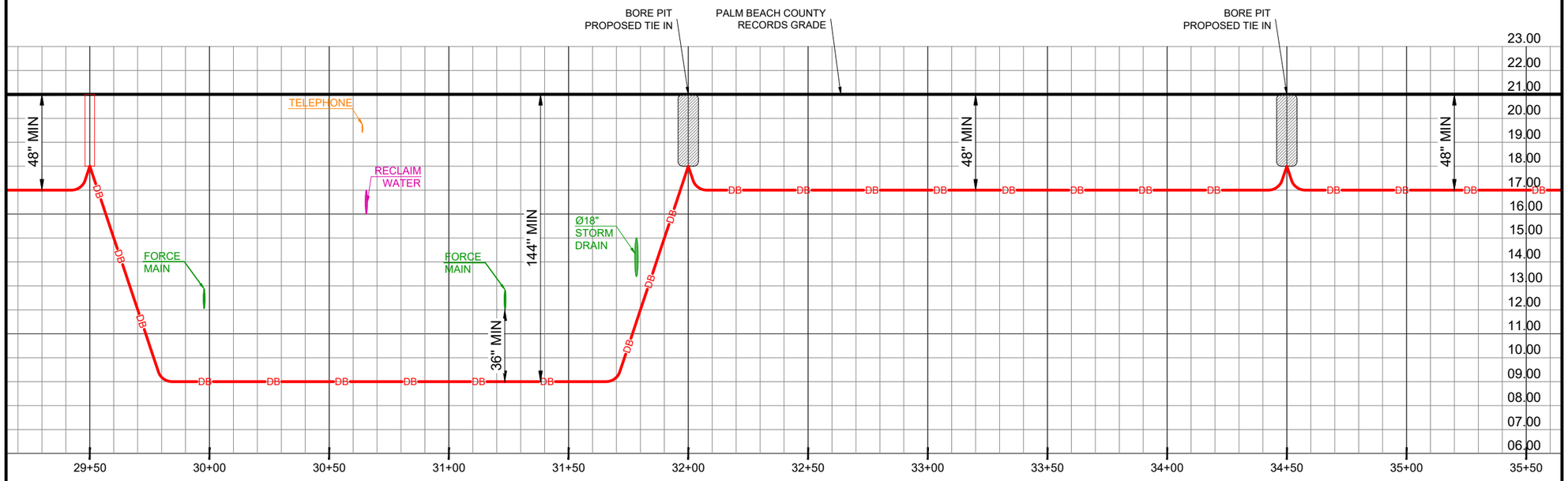
MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG - NEW DESIGN 12/4/2025 3:57

SEE SHEET: 14A OF 018

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"UNKNOWN ELEVATION"
NO ELEVATION RECORDS AVAILABLE, CONTRACTOR SHALL VERIFY DEPTH BEFORE BORING

SEE SHEET: 16A OF 018



MATCH LINE STATION: 29+15

INSTALL NEW HH
29+50

PROPOSED BORE PIT
32+00

PROPOSED BORE PIT
34+50

MATCH LINE STATION: 35+65

DIRECTIONAL BORE
REAMER SIZE = 4"

PROFILE - OKEECHOBEE BLVD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

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MCI METRO
ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY

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DATE	DESCRIPTION	INITIAL
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MasTec amdocs

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SCALE: AS SHOWN
PAGE: 15A
OF: 018

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MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG

SEE SHEET: 015 OF 018

WATER MAIN	W
STORM DRAIN	SS
SANITARY SEWER	S
TELEPHONE	T
GAS MAIN	G
POWER UG	E
TRAFFIC	TRF
SRTEET LIGHT	SL
STORM DRAIN	
WC WATER CAP	
STREET LIGHT	
32' D-BORE UNDER PAVED ROAD	

	WOOD POLE
C	CONCRETE POLE
	CONCRETE CURB AND SIDEWALK REPLACEMENT AREAS
	STORM SEWER MANHOLE
	INSTALL NEW HANDHOLE
	EXISTING HANDHOLE
SC	SEWER CAP
	TRAFFIC SIGNIAL HANDHOLE

ROAD & BRIDGE GENERAL NOTES:

ANY AND ALL PB COUNTY STORM DRAIN / SIDEWALK / PATHWAY / C&G / ADA AND OR ADDITIONAL ROADWAY THAT IS AFFECTED BY THE PROPOSED CONSTRUCTION MUST BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION TO INCLUDE ALL APPLICABLE FDOT / PB COUNTY DETAILS AND SPECIFICATIONS (APPLICABLE THOROUGHFARE / NON-THOROUGHFARE).

SIDEWALK AFFECTED TO INCLUDE ONE FLAG ON EITHER SIDE OF THE DISTURBED AREA SIDEWALKS WILL BE RESTORED BY REPLACING: TWO FLAGS IF THE POINT OF CONSTRUCTION IS LOCATED AT A CONTROL JOINT AND THREE FLAGS IF THE POINT OF CONSTRUCTION IS LOCATED BETWEEN CONTROL JOINTS. NO PARTIAL JOINTS ACCEPTED. (PER SITUATION) ROADWAY LANES AFFECTED WILL REQUIRE THE AFFECTED LANES AND/OR ADDITIONAL LANES BE RESTORED TO LIKE OR BETTER THEN LIKE CONDITION AND TO EQUAL DIMENSIONS AS THE ADJACENT LANES (EOP TO EOP).

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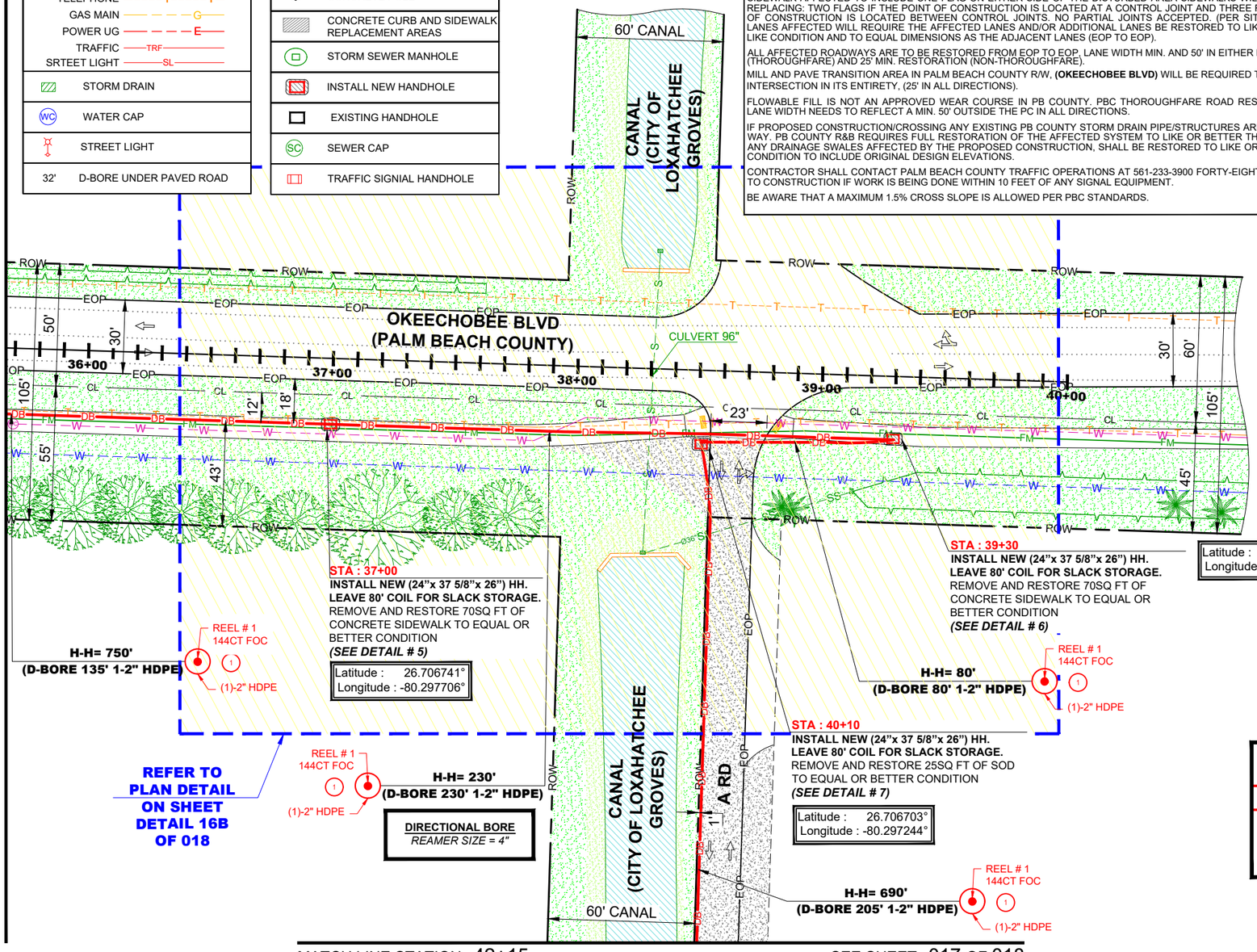
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ROAD & BRIDGE GENERAL NOTES:

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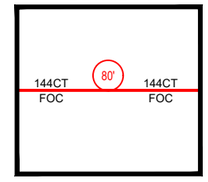
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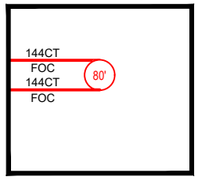
MATCH LINE STATION: 35+65

MATCH LINE STATION: 42+15 SEE SHEET: 017 OF 018

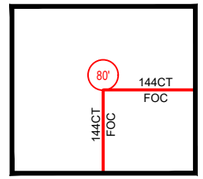
DETAIL # 5



DETAIL # 6



DETAIL # 7



① REEL # 1 144CT FOC

35+65	35+65	37+00	37+00	37+00	37+00	39+30	39+30	39+30	39+30	40+10	40+10	40+10	
1	2	3	4	5	6	7	8	9	10	11	12	13	
135'	135'	24"x 37 5/8"x 26"	14'x5'	230'	310'	24"x 37 5/8"x 26"	14'x5'	80'	160'	24"x 37 5/8"x 26"	205'	285'	
009		008		009		008		009		008	009		
4C	5C	4C	4C	4C	5C	4C	4C	4C	5C	4C	4C	5C	
DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	PLACE HH	REMOVE & RESTORE SIDEWALK	DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	PLACE HH	REMOVE & RESTORE SIDEWALK	DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	PLACE HH	DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	

JUSTO R RODRIGUEZ LICENSE No. 20675 STATE OF FLORIDA PROFESSIONAL ENGINEER

12/12/2025

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ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY
Cable placement 144ct FOC	890'
New Undeground - Directional Bore (1-2")	650'
TRACER WIRE	650'
Place Handhole - Medium 24"x 37 5/8"x 26"	3
Remove and Reinstate Concrete	140 sq ft

REVISIONS/APPROVALS

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09/11/2025	ORIGINAL SUBMITTAL	DP
09/15/2025	REVISION 1	DP
12/04/2025	REVISION 2	DP

MasTec amdocs

Know what's **below.** **Call** before you dig.

COUNTY:	PALM BEACH
CITY:	LOXAHATCHEE GROVES
TWNSHIP:	43
RANGE:	40/41
SECTION:	25/30
SITE RING:	
SITE ID:	----

TITLE: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP
PROJECT ADDRESS: 1858 A RD
OSP-ENG: STEVEN LENCSE | OSP PH #: (615)-473-7346 | APPV BY:
PROJECT CODE: 2508BRFZ | DRAWN BY: DraftPros LLC
APPROVED ORIGINAL ISSUE:
FILE NAME: MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2
SCALE: 1" = 50' | PAGE: 016 | OF: 018

- NEW DESIGN 12/4/2025 3:57

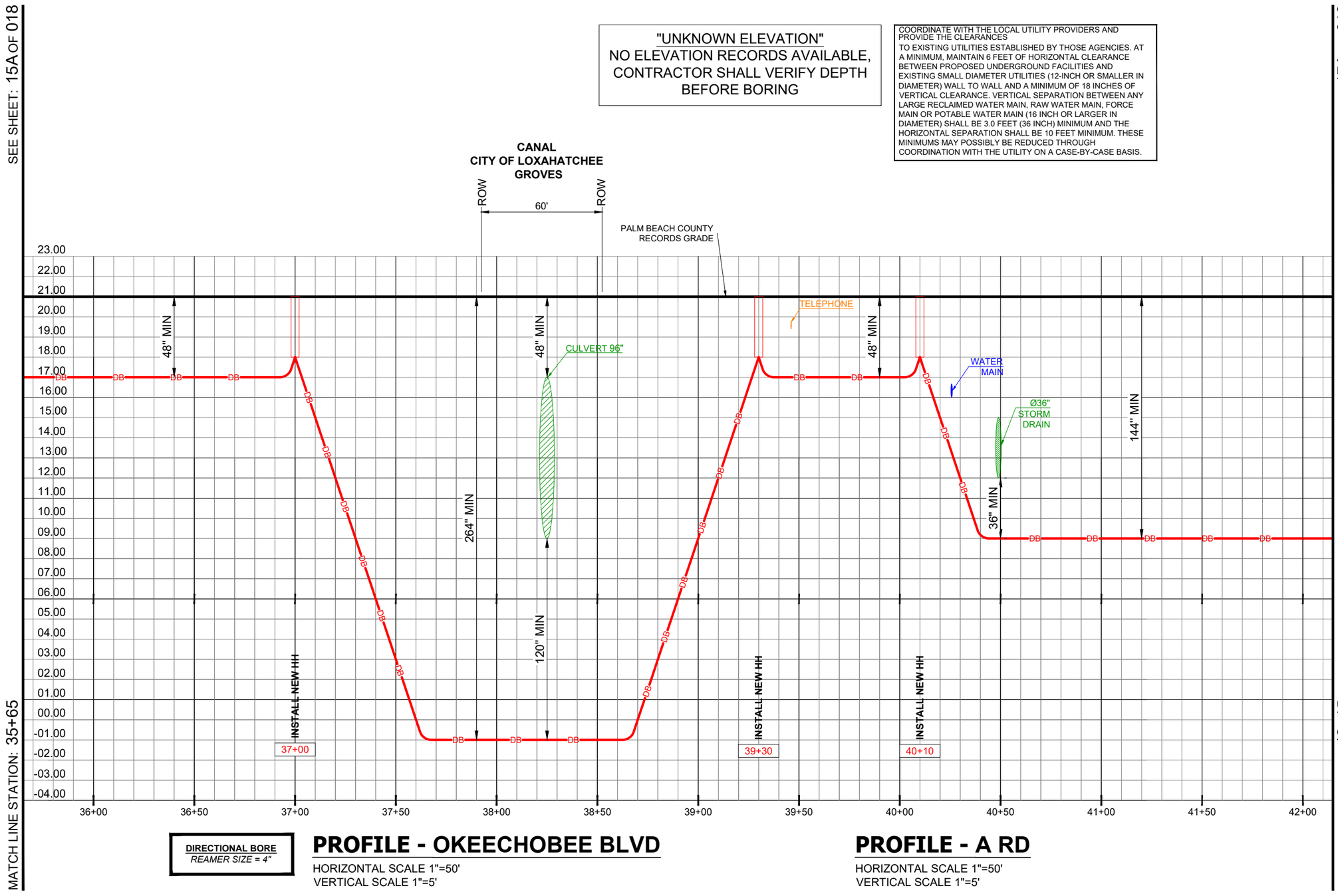
MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG

SEE SHEET: 15A OF 018

SEE SHEET: 17A OF 018

"UNKNOWN ELEVATION"
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MATCH LINE STATION: 35+65

MATCH LINE STATION: 42+15

DIRECTIONAL BORE
REAMER SIZE = 4"

PROFILE - OKEECHOBEE BLVD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

PROFILE - A RD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

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MATERIAL LIST	QTY

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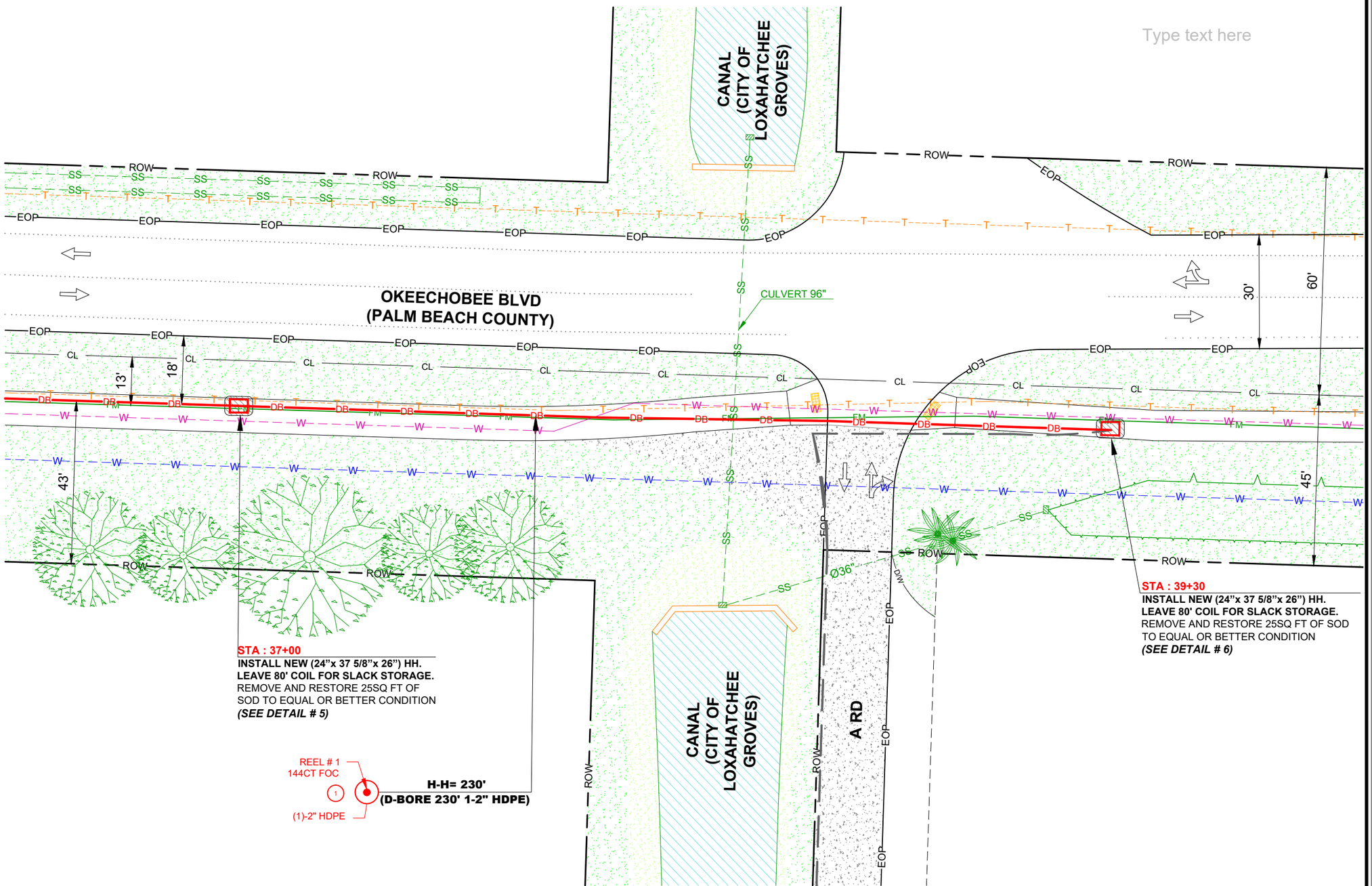
MasTec amdocs

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COUNTY: PALM BEACH
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MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG 12/4/2025 3:57 - NEW DESIGN

CANAL DETAILS



Type text here

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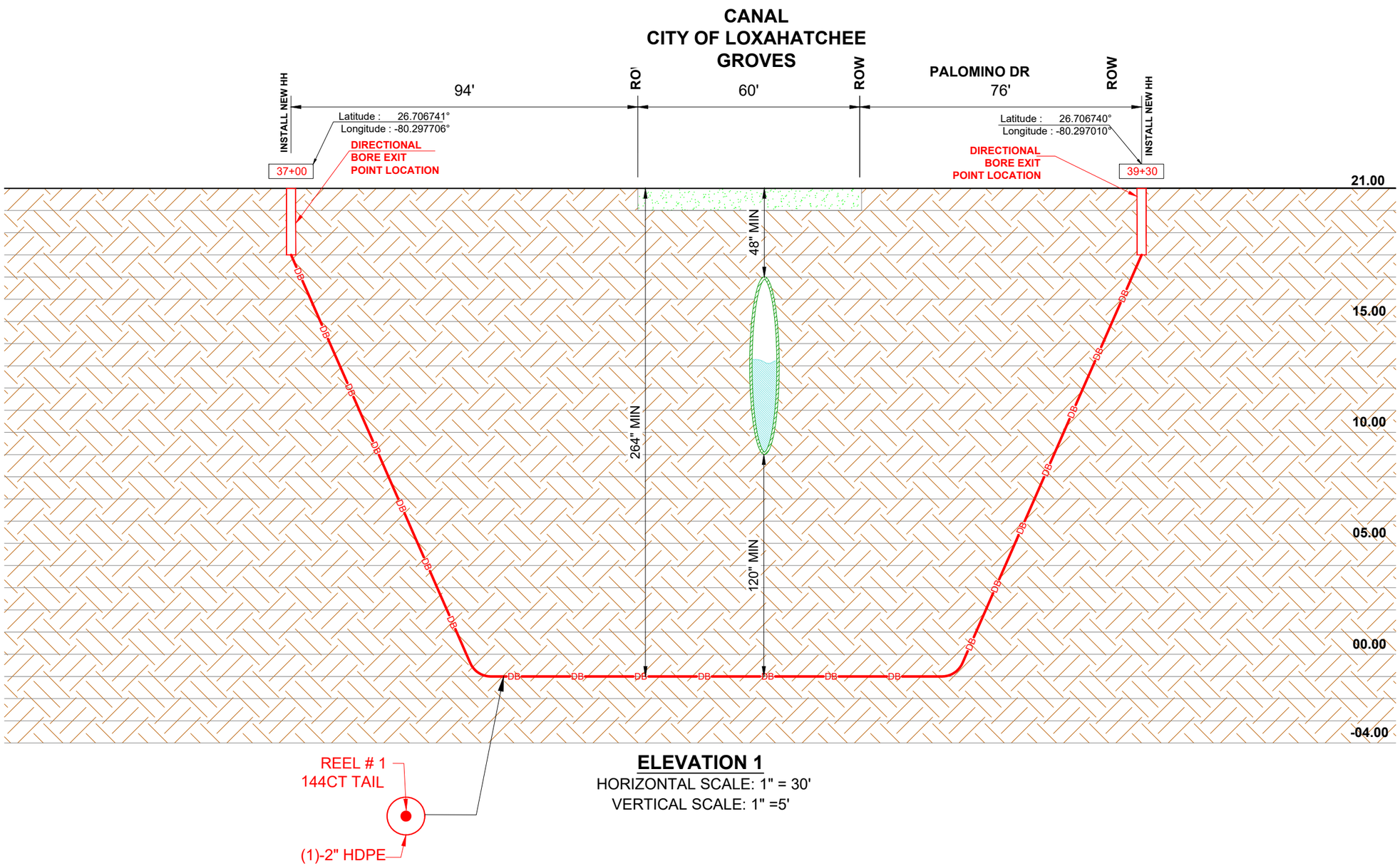
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SITE ID: ----

TITLE: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP
PROJECT ADDRESS: 1858 A RD
OSP-ENG: STEVEN LENCSE
OSP PH #: (615)-473-7346
APPV BY:
PROJECT CODE: 2508BRFZ
DRAWN BY: DraftPros LLC
APPROVED ORIGINAL ISSUE:
FILE NAME: MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2
SCALE: N.T.S.
PAGE: 16B
OF: 018

MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG - NEW DESIGN 12/4/2025 3:57

CANAL DETAILS

"CANAL
CITY OF LOXAHATCHEE GROVES "



ELEVATION 1
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" =5'

JUSTO R RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

DIRECTION OF ENGINEERING.

INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, COPIED, REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF MCI METRO

MCI
MCI METRO
ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY

REVISIONS/APPROVALS

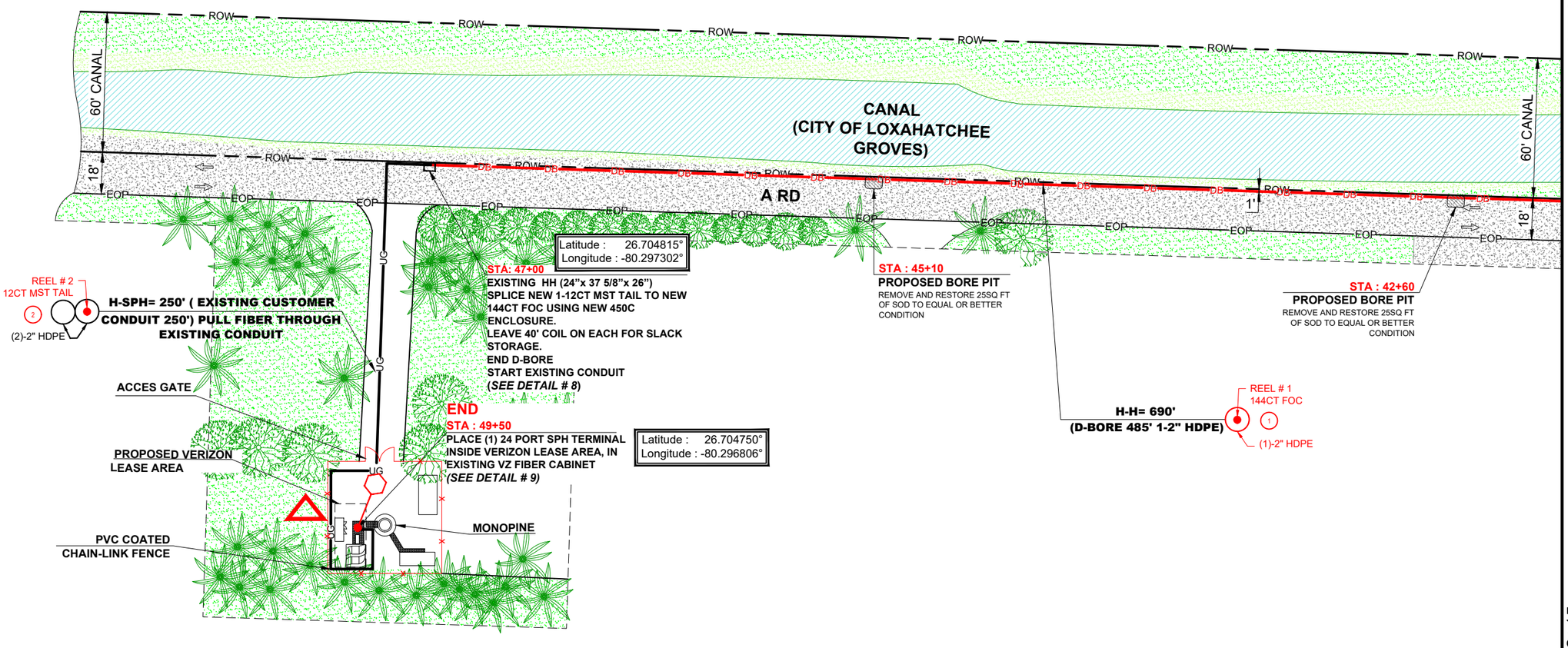
DATE	DESCRIPTION	INITIAL
09/11/2025	ORIGINAL SUBMITTAL	DP
09/15/2025	REVISION 1	DP
12/04/2025	REVISION 2	DP

MasTec amdocs

811 Know what's **below.** **Call** before you dig.

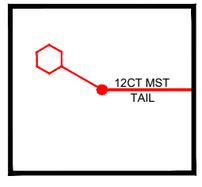
COUNTY: PALM BEACH
CITY: LOXAHATCHEE GROVES
TWNSHIP: 43
RANGE: 40/41
SECTION: 25/30
SITE RING:
SITE ID: ----
TITLE: 1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP
PROJECT ADDRESS: 1858 A RD
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MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG 12/4/2025 3:57 - NEW DESIGN

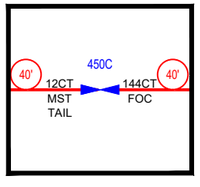


NAME OF SITE: A ONE STOP GARDEN SHOP
SITE CATEG TYPE: MACRO
ADDRESS OF SITE: 1858 A RD
SITE SPAN NFID: 2212BZOC.7
LAT/LONG: 26.704750°/-80.296806°
TYPE OF TOWER: 5G NR
STRANDS: PENDING

DETAIL # 9



DETAIL # 8



① REEL # 1 144CT FOC

42+15	42+15	47+00
1	2	3
485'	485'	40'
009		
4C	5C	5C
DIRECTIONAL BORE (1-2")	PULL (1) 144CT FOC	PULL (1) 144CT FOC

② REEL # 2 12CT MST TAIL

47+00	47+00	47+00	49+50
1	1	2	3
6	250'	290'	1
	009		
	4C	5C	4C
CABLE PREP / SPLICING / TESTING (RIBBON)	EXISTING CONDUIT	PULL (1) 12CT MST TAIL	PLACE 24-PORT SPH TERMINAL

SEE SHEET: 016 OF 018

MATCH LINE STATION: 42+15

JUSTO R RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

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MCI METRO
ACCESS TRANSMISSION SERVICES LLC

MATERIAL LIST	QTY
Cable placement 144ct FOC	525'
Cable placement 12ct MST Tail	290'
New Undeground - Directional Bore (1-2")	485'
TRACER WIRE	485'
EXISTING CONDUIT	250'
450C SPLICE ENCLOSURE	1
CABLE PREP/SPLICING/TESTING (RIBBON)	6
Terminal Placement- 24 PORT SPH T.	1

REVISIONS/APPROVALS

DATE	DESCRIPTION	INITIAL
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09/15/2025	REVISION 1	DP
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MasTec amdocs

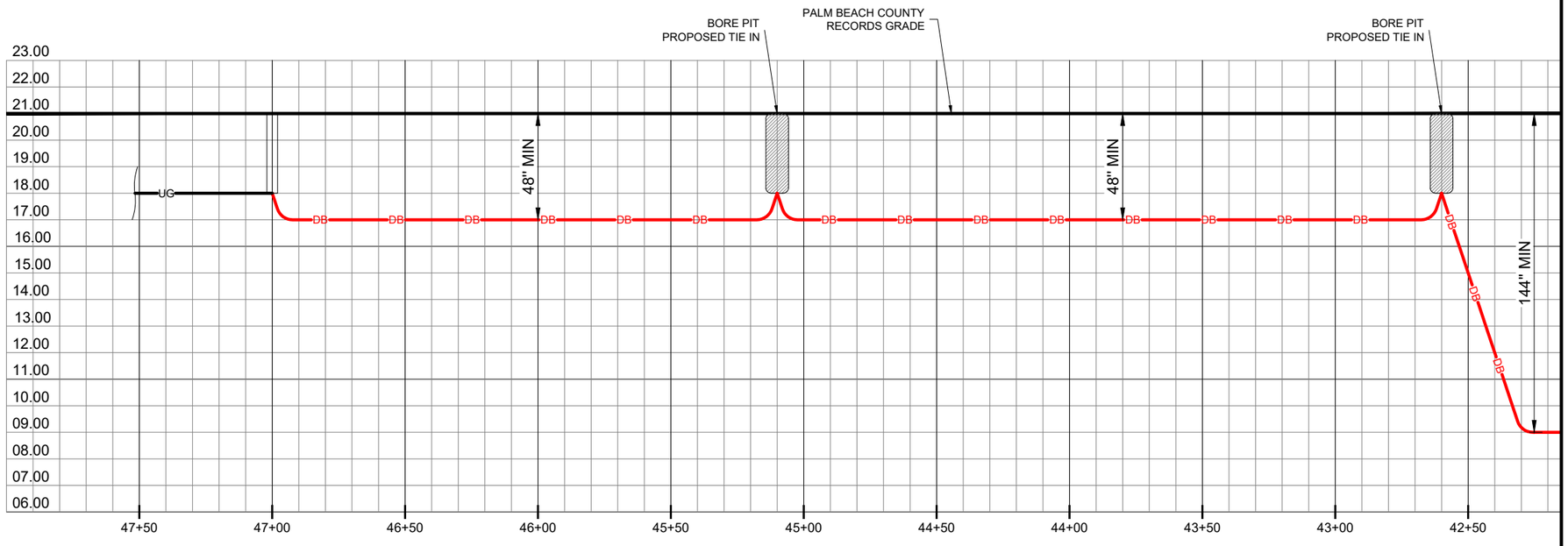
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FILE NAME: MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2
SCALE: 1" = 50'
PAGE: 017
OF: 018

MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG - NEW DESIGN 12/4/2025 3:57

"UNKNOWN ELEVATION"
NO ELEVATION RECORDS AVAILABLE,
CONTRACTOR SHALL VERIFY DEPTH
BEFORE BORING

SEE SHEET: 16A OF 018



PROFILE - A RD

HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

MATCH LINE STATION: 42+15

JUSTO R RODRIGUEZ
LICENSE
No. 20675
STATE OF FLORIDA
PROFESSIONAL ENGINEER

12/12/2025

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SCALE: AS SHOWN
PAGE: 17A
OF: 018

- NEW DESIGN 12/4/2025 3:57
MIA_2508BRFZ_1F OOF ENG WO 2212BZOC.7 A ONE STOP GARDEN SHOP_CD_ REV#2.DWG

AGENDA ITEM NO. 12.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval: SP-0621 FPL 3 Hand Holds 75th LN N
BACKGROUND:	This special permit is to remove ten power poles, install three handholes, install two 2" conduits, and to remove existing underground conduits as shown on 14 sheet titled "WR 14191006" dated 09/03/25.
FISCAL IMPACT:	There are no fiscal impacts as the permittee is responsible for payment of permit review and construction observation cost incurred by the district.
RECOMMENDATION:	Motion to approve SP-0621 with conditions and attachments

---

ATTACHMENTS:
2026_0128_SP-0621 FPL 3HH 75th LN N.pdf

SPECIAL PERMIT No. SP-0621

THIS PERMIT, granted this 28th day of January, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to FPL, hereinafter referred to as the "Permittee", is a non-exclusive permit to remove ten power poles, install three handholes, install two 2" conduits, and to remove existing underground conduits as shown on 14 sheet titled "WR 14191006" dated 09/03/25, attached hereto and made a part thereof.

W I T N E S S E T H:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands; to obtain any and all applicable federal, state, and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit.

2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title, or ownership as to the subject property for which this Permit is sought.

3. District specifically reserves the right to maintain its facilities located on the property; to make improvements; add additional facilities; maintain, construct, or alter roads; maintain any facilities, devices or improvements on the property which aid in, or are necessary to, District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the District, from time to time, may require Permittee to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the District, in its reasonable opinion, from properly and faithfully constructing, improving, and maintaining its facilities. District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment, and other improvements if Permittee fails to do so within a reasonable time; and Permittee hereby agrees to reimburse District for all its costs and expenses incurred in connection therewith upon demand.

4. Permittee agrees that it will not use the property in any manner which materially interferes with the District's use of lands or causes a hazardous condition to exist.

5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

6. Permittee shall adhere to the General and Special Conditions attached hereto and made a part hereof.

7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair, or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

8. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities of others resulting from the installation, operation, maintenance, repair, or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

9. Permittee shall, at its own expense, upon ninety (90) days written notice to Permittee from the District, remove or relocate any facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient, or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.

10. Permittee shall, at its own expense and within a reasonable time, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.

11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.

12. If Permittee shall violate any of the terms or conditions of this Permit or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.

13. This Permit may not be assigned without approval of the Board of Supervisors of the District.

14. Permittee shall reimburse the District for its legal, engineering, and other expenses incurred as a result of the implementation of the project during permit review and approval, and during construction.

15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorney's fees and litigation expenses.

16. Construction shall begin within 2 years from the date of issuance. An extension of 2 years may be granted by the Executive Director upon receipt of a written request. Further extensions require Board approval.

INDIAN TRAIL IMPROVEMENT DISTRICT

WITNESSES:

By: _____ Date: _____

_____

Name Typed: _____

_____

Title: _____

President or Vice President, Board of Supervisors

Note: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

PERMIT INFORMATION

OWNER

Florida Power & Light Company C/O Errica Hunter	561-640-2366
Name	Business Phone
6001 Village Blvd	Errica.hunter@nextEraEnergy.com
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Dillon Engel	954-445-1860
Name	Business Phone
6001 Village Blvd	
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

GENERAL CONDITIONS

A. GENERAL

1. This Permit does not constitute a waiver or approval of any other permit from other agencies which may be required for the total project.

2. Notification shall be given to the District Engineer forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the work is deemed completed, a final inspection shall be held by the District Engineer in the presence of a representative of the Permittee.

3. The installation shall be constructed in full accordance with the approved plans and specifications. Deviations from the plans shall be coordinated with the office of the District Engineer.

4. When working in District road rights-of-way, not more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication, Manual on "Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations".

5. The Permittee shall protect the District against liability, public or private, resulting from their operation hereunder. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of the Permit.

6. This Permit shall not be construed as a representation that the District has sole authority with respect to the pertinent property.

7. Permittee shall retain a professional engineer licensed in the State of Florida, to conduct on-site observations of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. The required improvements shall not be considered complete until a certificate of completion, certifying to construction in conformance with the approved drawings, and the final project records have been submitted to, reviewed, and approved by the District Engineer.

The engineer's certification shall be as follows:

I hereby notify the Indian Trail Improvement District of the completion of construction of the permitted project and certify that the work has been constructed in substantial conformance with the drawings permitted by the Indian Trail Improvement District. Copies of the Record Drawings, in the proper format, are enclosed with deviations noted.

8. Upon completion of the installation and after the final inspection, THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF "RECORD DRAWINGS". FAILURE TO PROVIDE RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT. The Record Drawings should include (1) set of PDF files, and the corresponding digital AutoCAD file. All items should be on the Florida State Plane Coordinate System, NAD 1983 East Feet, and geo-referenced to an identified Palm Beach County section center. If Permittee cannot provide, District Engineer will at Permittee's expense.

9. Roadway Pavement replacement shall be in accordance with the "Typical Roadway Pavement Replacement Detail".

10. If, within one (1) year after the date of District acceptance of the pavement replacement, any work covered under this Permit is found to be defective by the District, Permittee shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective work. If Permittee does not completely comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected, or rejected work removed and replaced, and all direct and indirect costs of such removal, replacement, or correction, including compensation for additional professional services, shall be paid by the Permittee.

11. Permittee agrees not to cause or permit the Property to be used for the generation, handling, storage, transportation, disposal, or release of any Hazardous Materials, except as exempted or permitted under applicable Environmental Laws, and Permittee shall not cause or permit the property, or any activities conducted thereon, to be in violation of any applicable Environmental Laws. Permittee agrees to indemnify the District and hold the District and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and order, judgments, remedial action, requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, directly or indirectly resulting in whole or in part from Permittee's violation of any Environmental Laws applicable to the Property, or any activity conducted thereon caused by Permittee or its employees, agents, licensees, invitees, guests or any other

party under Permittee's control, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials or in connection with the Property caused by Permittee or its employees, agents, licensees, invitees, guests, or any other party under Permittee's control, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws as a result thereof. All sums paid and costs incurred by the District with respect to the foregoing matters shall be payable by Permittee as additional permit fees hereunder.

12. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 Nephelometric Turbidity Units above background level. Adequate silt containment procedures and equipment shall be used to control turbidity at all times. Water samples to be taken upstream and downstream prior to construction and during construction daily and made available to the District at their request.

13. The Permittee shall be obligated throughout the term of this Permit to provide insurance coverage in accordance with the attached exhibit titled "Insurance Coverage".

B. UNDERGROUND UTILITIES

1. All underground utilities shall have a minimum cover of forty-two (42") inches below profile grade of District waterways and thirty (30") inches below profile grade of District roadways.

2. All utility installations shall maintain a minimum clearance of twelve (12") inches, either over or under culverts and shall be protected; however, other depths may be specified by the District Engineer.

3. The roadway right-of-way, in its entirety, shall be left in as good a condition as that which existed before construction. A mutual inspection shall be made of all existing facilities within the construction area no later than twenty-four (24) hours before the work begins.

4. All installations shall be constructed in a workmanlike manner:
   a. Trenches shall be refilled in a thoroughly compacted manner so that no future settling will occur.

   b. The Permittee shall, at the request of the District Engineer or his duly authorized representative, submit copies of density reports of density determinations by an independent testing laboratory when paved roadway surfaces have been cut. If density reports are requested, they shall be furnished prior to final inspection.
   c. The finished surface of the excavated area shall be replaced with the same type materials as existed when the work began, such as sod for sod, shell

for shell, etc.

5. Where fill, slopes, shoulders and/or ditches are disturbed, they shall be stabilized as directed by the District Engineer or his duly authorized representative, in a manner that will afford protection against erosion.

6. All pavement crossings, if made subsequent to final placement of base material and pavement surface, shall be made by jacking, boring or augering, and shall contain an adequate casing if required by the District Engineer.

SPECIAL CONDITIONS

1. Permittee shall prevent on-site erosion and sediment from leaving the site during construction. At completion of construction, all non-paved areas shall be sodded.

2. All drainage pipe and installation thereof shall conform to the requirements of Florida DOT specifications, latest applicable sections to date.

3. The requirements for pipe backfill shall be as defined in Florida DOT specifications (AASHTO T-99 or T-180). Permittee shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavated areas and provide protection against soil erosion.

4. Permittee shall forward all test results (except building tests) to the District Engineer.

5. Permittee shall comply with all conditions imposed by the District and/or other governing agencies, including but not limited to the following:

   a. Permittee shall utilize best management practices at each storm inlet in accordance with the final approved plans.

   b. Permittee shall construct stormwater treatment facilities in accordance with the existing South Florida Water Management District permit. A copy of such permit shall be provided to the District.

6. Permittee shall insure that quantity of stormwater discharged into the District's canal will not cause erosion of the canal bank. If such discharge does cause erosion, Permittee shall be responsible, at its sole cost and expense, to maintain and repair said canal bank.

7. If the works of the Permittee require the obtaining of an Environmental Protection Agency NPDES Permit, then the Permittee shall be required to obtain the appropriate NPDES Permit and provide a copy of the NPDES Permit and NPDES stormwater pollution prevention plan to both Palm Beach County and the District prior to commencement of the subject works.

8. The Permittee shall be required to: (a) implement a maintenance program for the permitted works, (b) carry out an annual inspection of the permitted works and (c) following inspection, have an inspection report prepared by a qualified professional. The Permittee shall be responsible for retaining a copy of said inspection report and providing a copy of same to the District by February 1st of each year.

9. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party, or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be obligated to comply with all of the conditions of this Permit including, without limitation, implementation of the above mentioned maintenance program and the provision of the annual inspection report to the District.

10. If any act of negligence, omission, or commission by the Permittee or third party operator should adversely affect Palm Beach County's obligations under the County's NPDES Permit, then Permittee shall within forty-eight hours following receipt of written notice by the District of such act promptly cease and rectify same, otherwise this Permit shall be immediately suspended until such time as reinstated by the District in writing.

11. Permittee shall be solely responsible for ensuring that all stormwater discharge meets the applicable water quality standards. In the event that the discharge does not meet such standards, Permittee must disconnect the stormwater inlet and shall be prohibited from discharging into the District's canal.

12. If Permittee fails to abide by Palm Beach County's NPDES Permit, the applicable water quality standards, or any of the conditions set forth herein, and fails to remedy same within ten (10) business days from the date of receipt of such notice of violation by the District, then the District shall have the right but not the obligation to initiate such remedial activity as the District deems necessary and appropriate. Any and all costs so incurred by the District shall be paid by the Permittee to the District within ten business days following receipt of a District invoice for same and if not paid the District may thereafter revoke this Permit without further notice or hearing.

13. Provide Maintenance of Traffic (MOT) as required in accordance with the Florida Department of Transportation (FDOT) Index 600 Series.

14. Permittee shall notify the District at least two (2) weeks prior to all temporary traffic lane closures implemented as part of the MOT during construction.

15. All proposed poles, including replacement of existing poles, and hand holes shall be located outside of ITID's canal right-of-ways. The same shall apply in the extension of ITID canal right-of-ways through ITID road rights-of-way, for example, where a canal crosses or dead ends at a road.

EXHIBIT
INSURANCE COVERAGE

GENERAL

Indian Trail Improvement District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

1.	State:	Statutory
2.	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
3.	Employer's Liability:	$ 500,000

Comprehensive General Liability:

1. Bodily Injury (including completed operations and Products Liability):

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate

Property Damage:

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate
or a combined single limit of	$1,000,000

2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable.

3. Personal Injury, with employee exclusion deleted

$1,000,000	Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:
   $ 500,000 Each Person
   $1,000,000 Each Occurrence

2. Property Damage:
   $ 500,000 Each Occurrence
   or a combined single limit of $1,000,000

Umbrella Excess Liability Insurance:

1. $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

2. The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

The comprehensive general liability insurance and umbrella insurance required herein shall include Owner and Engineer as additional insured.

Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

1. Bodily Injury: Each Occurrence
   $1,000,000

2. Property Damage:
   $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

COVER PAGE WR# 14191006

ACREAGE / 06767

GENERAL CONSTRUCTION NOTES
-ANY CHANGES TO PROPOSED DESIGN TO BE ADDRESSED WITH THE PROJECT ENGINEER/LEAD, NO EXCEPTIONS
-RELOCATE EXISTING TRIP SAVERS TO NEW POLE UNLESS OTHERWISE NOTED
-RELOCATE EXISTING O.L./S.L. BRACKETS TO NEW POLE UNLESS OTHERWISE NOTED
-ALL OH SVC DROPS ARE 1/0A TPX UNLESS NOTED OTHERWISE

INDIAN TRAIL IMPROVEMENT DISTRICT NOTIFICATION PERMIT

NOTIFY INDIAN TRAILS
IMPROVEMENT DISTRICT 48
HOURS PRIOR TO CONSTRUCTION

CONSTRUCTION LEGEND

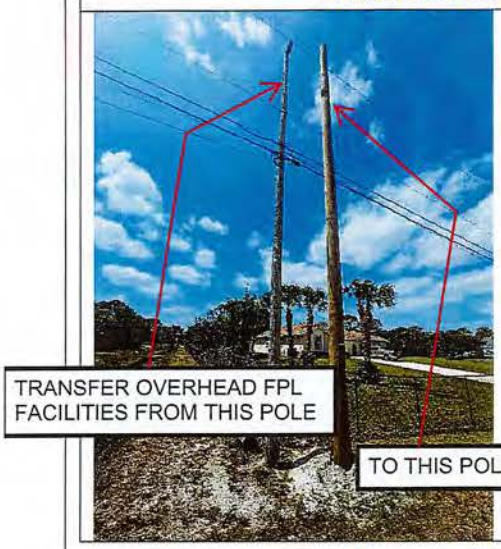
- PROPOSED WOOD POLE
- REMOVE WOOD POLE
- EXISTING WOOD POLE
- PROPOSED CONCRETE POLE
- REMOVE CONCRETE POLE
- EXISTING CONCRETE POLE
- EXISTING TRANSMISSION POLE
- EXISTING TRANSMISSION POLE
- PROPOSED ANCHOR
- REMOVE ANCHOR
- PROPOSED |OH TRANSFORMER
- PROPOSED SPLICE BOX
- PROPOSED HAND HOLE
- PROPOSED RISER
- XX LOCATION OF WORK BEING DONE
- PROPOSED OVERHEAD LINE
- EXISTING OVERHEAD LINE
- REMOVE OVERHEAD LINE

NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

ALL PERMITS - GENERAL NOTES
* CALL SUNSHINE @ 1-800-432-4770 48 HRS BEFORE CONSTRUCTION BEGINS
* THE PERMIT SHALL BE ON SITE AT ALL TIMES DURING CONSTRUCTION
* SIDEWALK TO BE RESTORED TO ORIGINAL CONDITION (IF SIDEWALK IS AFFECTED)
* RESTORE AREA WITHIN 30 DAYS OF CONSTRUCTION BEFORE REQUESTING THE FINAL INSPECTION
* REQUEST FINAL INSPECTION UPON COMPLETION

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



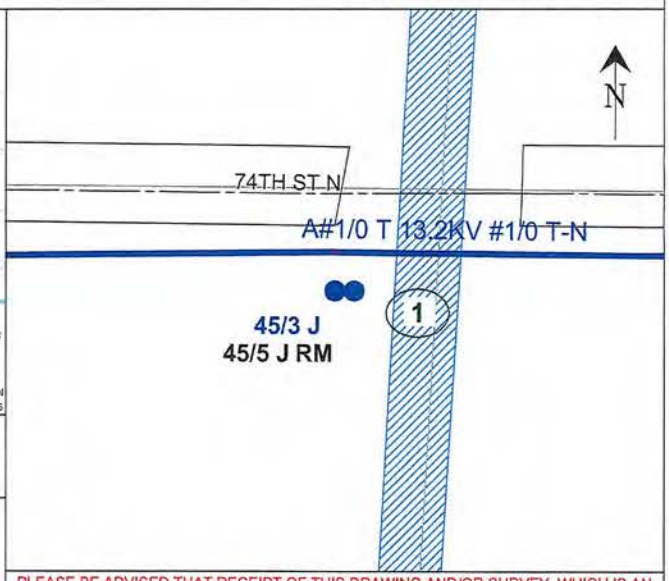
LATITUDE: 26.786123
LONGITUDE: -80.282354
NJUNS ADDRESS: 15286 74TH ST N
NJUNS TICKET #: 6656109
SUB / FEEDER: ACREAGE / 06767
COUNTY: PALM BEACH

CONSTRUCTION NOTES:
DCS: E-5.1.0 F1

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

MOT 602





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

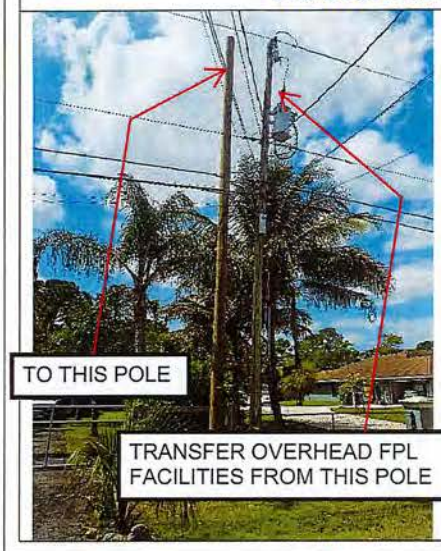
Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470		
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: dxe0ith	Date: 09/03/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Jami Lyman	Dwg No. 14191006_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'	
POLE LINE FT:	DUCT BANK FT:			Map No. AP0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14191006	Page 2 of 11	

Size: 8 x 11
PRINTED BY: JaL0YoG
PLOT DATE/TIME: 09/03/2025 16:14:39

Overhead Work

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.788802
LONGITUDE: -80.282822
NJUNS ADDRESS: 15324 75TH LN N
NJUNS TICKET #: 6656103
SUB / FEEDER: ACREAGE / 06767
COUNTY: PALM BEACH

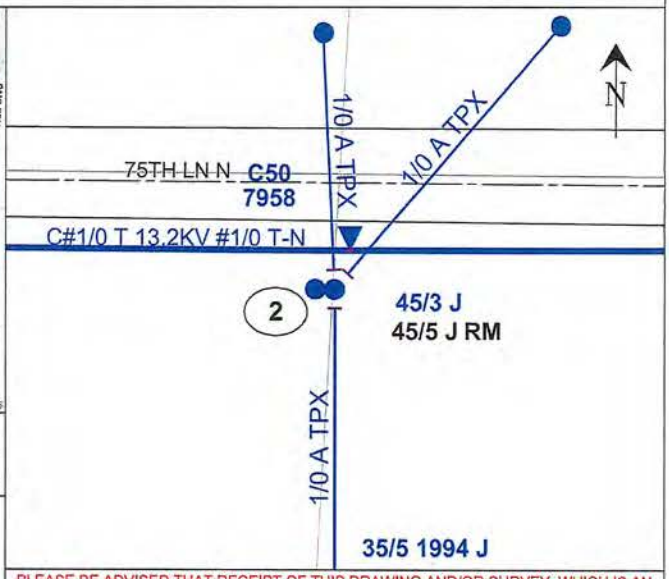
CONSTRUCTION NOTES:
DCS: I-41.0.2 F1
TRF 50KVA TX & ATS

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-7958-0-7 1 HR DURATION

MOT 603





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



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AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

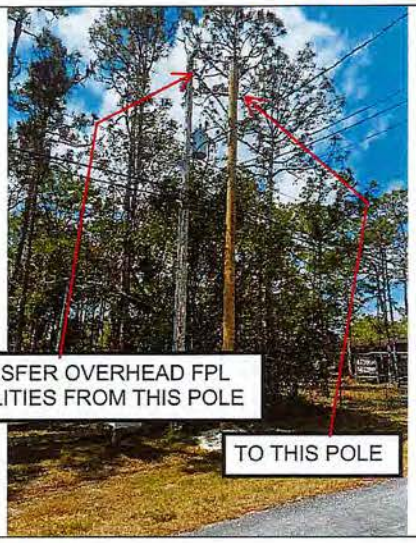
Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]		MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]		VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470

Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per	Job Owner: dxe0ith	Date: 09/03/2025
Requested Tel. Co. Transfer? [ ]		Designer: Jami Lyman	Dwg No. 14191006_8x11 PIP.xml
Request CATV Transfer? [ ]		Scale: 1" = 40'	0' 40' 80'
POLE LINE FT:	DUCT BANK FT:	Map No. AP0454	
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	WR: 14191006	Page 3 of 11

Size: 8 x 11
PRINTED BY: JaL0YoG
PLOT DATE/TIME: 09/03/2025 16:14:40

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.788837
LONGITUDE: -80.285381
NJUNS ADDRESS: 15438 75TH LN N
NJUNS TICKET #: 6656095
SUB / FEEDER: ACREAGE / 06767
COUNTY: PALM BEACH

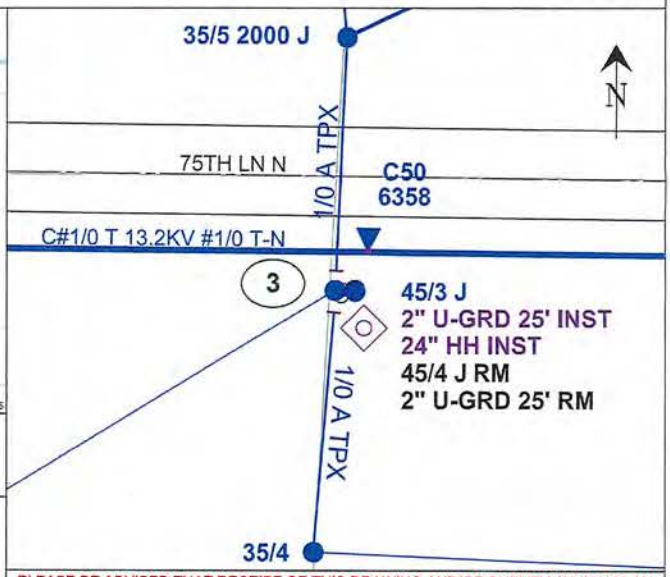
CONSTRUCTION NOTES:
DCS: I-41.0.0, L-17.0.6 FB, L-17.0.7
TRF 50KVA TX
REPL EXIST TPX SEC RSR w/ HH @ BASE OF POLE

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-6358-0-0 1 HR DURATION

MOT 603





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
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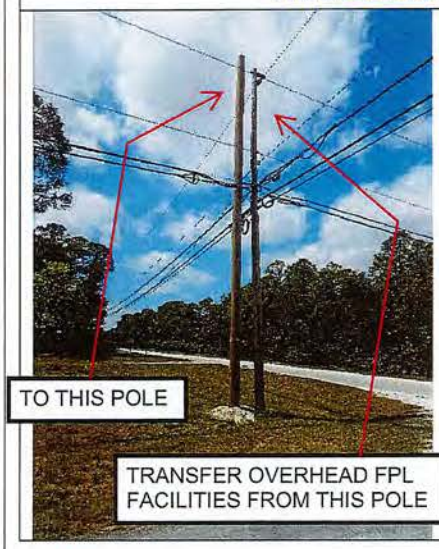
AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470		
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: dxe0ith	Date: 09/03/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Jami Lyman	Dwg No. 14191006_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'	
POLE LINE FT:	DUCT BANK FT:			Map No. AP0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14191006		Page 4 of 11

Size: 8 x 11
PRINTED BY: JaL0YoG
PLOT DATE/TIME: 09/03/2025 16:14:41

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.788846
LONGITUDE: -80.286021
NJUNS ADDRESS: APACHE BLVD
NJUNS TICKET #: 6656087
SUB / FEEDER: ACREAGE / 06767
COUNTY: PALM BEACH

CONSTRUCTION NOTES:
DCS: E-5.2.0 F2

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

MOT 604





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

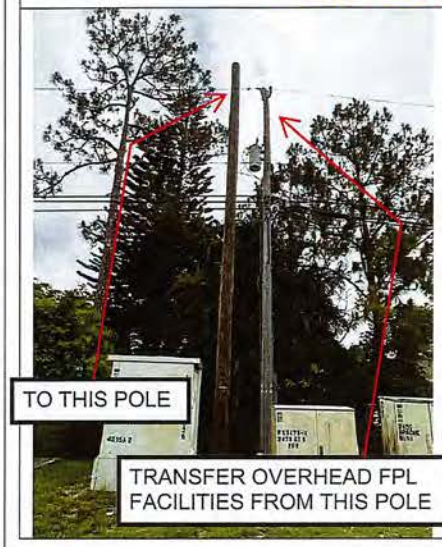
AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER	
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470	
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: dxe0ith	Date: 09/03/2025
Requested Tel. Co. Transfer? [ ]				Designer: Jami Lyman	Dwg No. 14191006_8x11 PIP.xml
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'
POLE LINE FT:	DUCT BANK FT:			Map No. AP0454	
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14191006	Page 5 of 11

Size: 8 x 11
PRINTED BY: JaL0YoG
PLOT DATE/TIME: 09/03/2025 16:14:42

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.786902
LONGITUDE: -80.286156
NJUNS ADDRESS: 7450 APACHE BLVD
NJUNS TICKET #: 6656080
SUB / FEEDER: ACREAGE / 06767
COUNTY: PALM BEACH

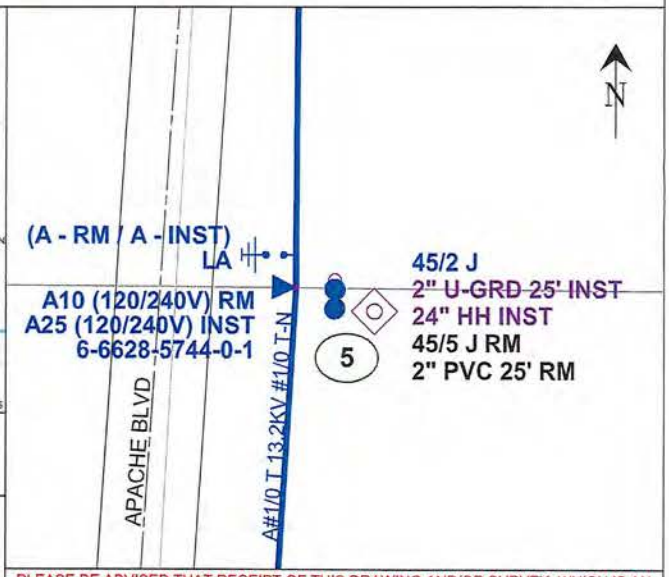
CONSTRUCTION NOTES:
I-41.0.0, L-17.0.6 FB, L-17.0.7
REPL 10KVA TX W/ 25KVA TX
REPL EXIST TPX SEC RSR w/ 4/0 TPX SEC RSR & INST 24" HH @ BASE OF POLE

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-5744-0-1 1 HR DURATION

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

MOT 603





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
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AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER	
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470	
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: dxe0ith	Date: 09/03/2025
Requested Tel. Co. Transfer? [ ]				Designer: Jami Lyman	Dwg No. 14191006_8x11 PIP.xml
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'
POLE LINE FT:	DUCT BANK FT:			Map No. AP0454	
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14191006	Page 6 of 11

PLOT DATE/TIME: 09/03/2025 16:14:43 PRINTED BY: JaLOYoG Size: 8 x 11

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.788859
LONGITUDE: -80.286901
NJUNS ADDRESS: 15552 75TH LN N
NJUNS TICKET #: 6656072
SUB / FEEDER: ACREAGE / 06767
COUNTY: PALM BEACH

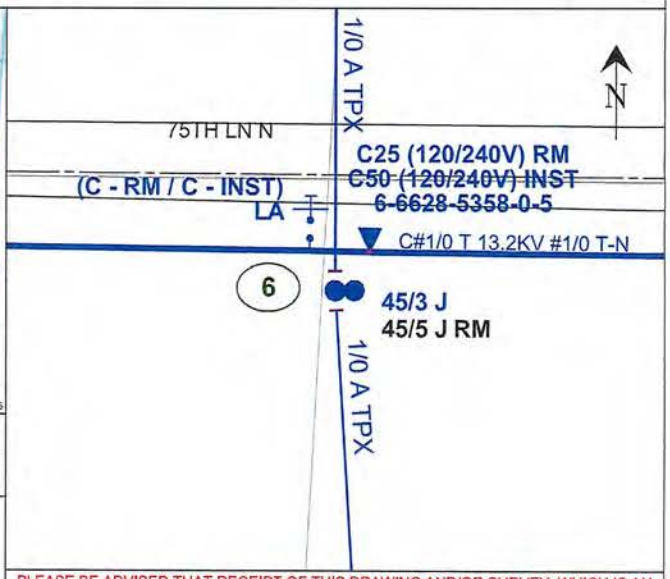
CONSTRUCTION NOTES:
DCS: I-41.0.0
REPL 25KVA TX W/ 50KVA TX

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-5358-0-5 1 HR DURATION

MOT 603





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
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AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RDS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

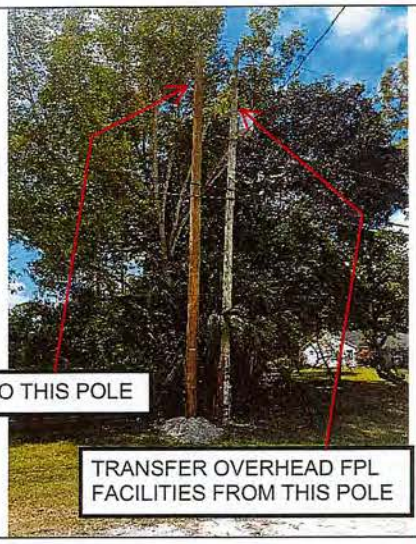
Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]		MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]		VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470

Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per	Job Owner: dxe0ith	Date: 09/03/2025
Requested Tel. Co. Transfer? [ ]		Designer: Jami Lyman	Dwg No. 14191006_8x11 PIP.xml
Request CATV Transfer? [ ]		Scale: 1" = 40'	0' 40' 80'
POLE LINE FT:	DUCT BANK FT:	Map No. AP0454	
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	WR: 14191006	Page 7 of 11

Size: 8 x 11
PRINTED BY: JaL0YoG
PLOT DATE/TIME: 09/03/2025 16:14:44

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.786183
LONGITUDE: -80.287083
NJUNS ADDRESS: 15554 74TH ST N
NJUNS TICKET #: 6656065
SUB / FEEDER: ACREAGE / 06767
COUNTY: PALM BEACH

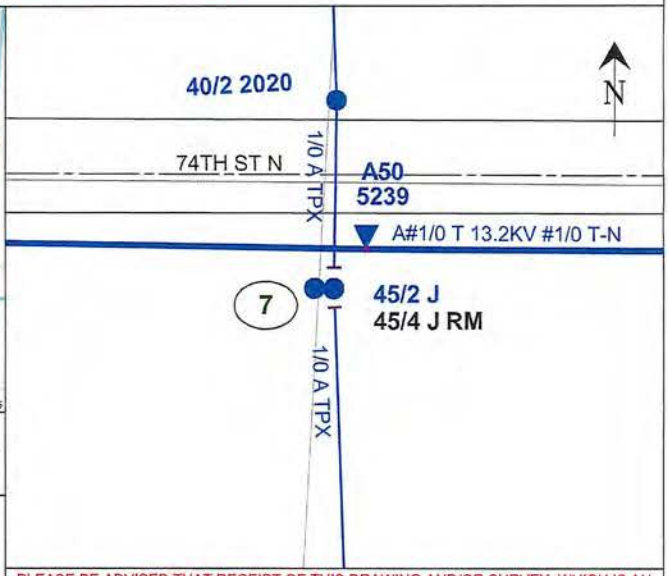
CONSTRUCTION NOTES:
DCS: I-41.0.0
TRF 50KVA TX

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-5239-0-4 1 HR DURATION

MOT 603





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
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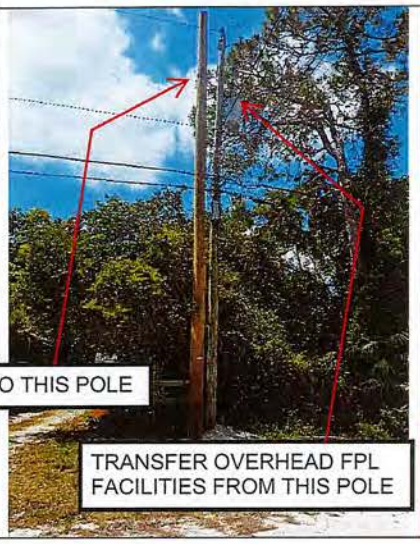
AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470		
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: dxe0ith	Date: 09/03/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Jami Lyman	Dwg No. 14191006_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'	
POLE LINE FT:	DUCT BANK FT:			Map No. AP0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14191006	Page 8 of 11	

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[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.784863
LONGITUDE: -80.287177
NJUNS ADDRESS: A/F 15551 73RD ST N
NJUNS TICKET #: 6656052
SUB / FEEDER: ACREAGE / 06767
COUNTY: PALM BEACH

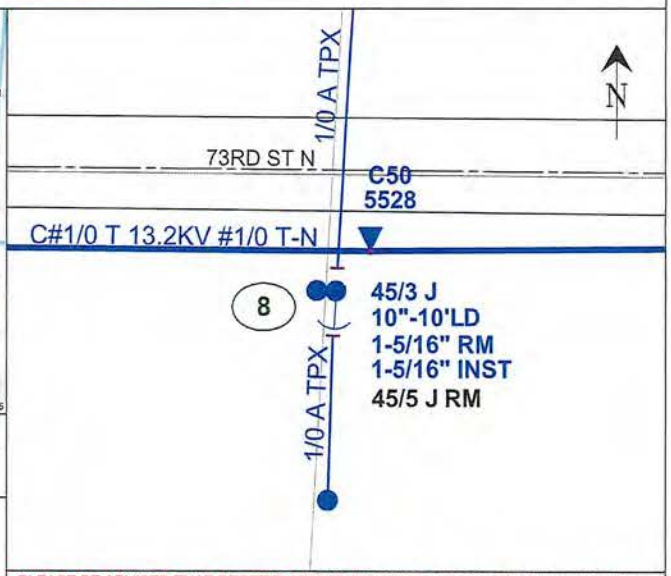
CONSTRUCTION NOTES:
DCS: I-41.0.2 F1
TRF 50KVA TX & ATS

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-5528-0-7 1 HR DURATION

MOT 603





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RDS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

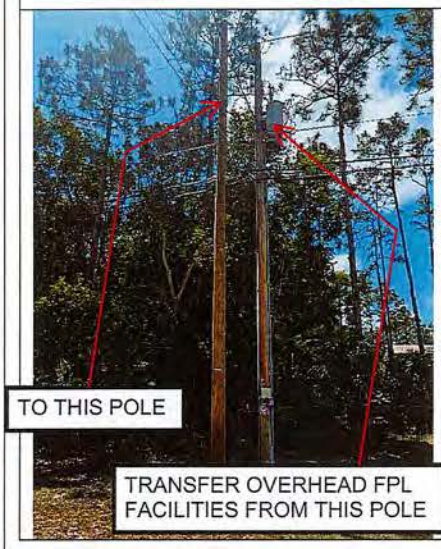
Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL M/A: WB	Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS - UG RISER	ATT TRANSFERS WOOD POLES
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470	

Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per	Job Owner: dxe0ith	Date: 09/03/2025
Requested Tel. Co. Transfer? [ ]		Designer: Jami Lyman	Dwg No. 14191006_8x11 PIP.xml
Request CATV Transfer? [ ]		Scale: 1" = 40'	0' 40' 80'
POLE LINE FT:	DUCT BANK FT:	Map No. AP0454	
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	WR: 14191006	Page 9 of 11

Size: 8 x 11
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TRANSFER FPL FACILITIES TO NEW ATT POLE



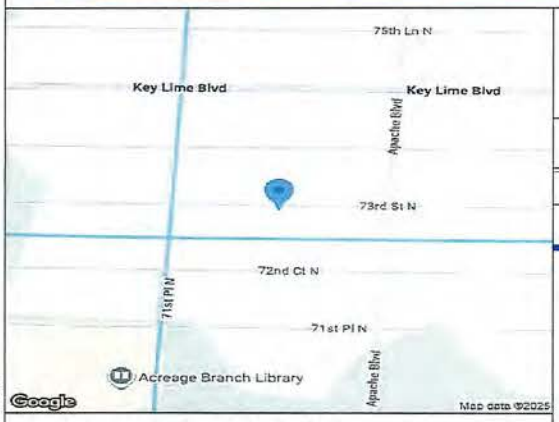
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LONGITUDE: -80.288462
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NJUNS TICKET #: 6656038
SUB / FEEDER: ACREAGE / 06767
COUNTY: PALM BEACH

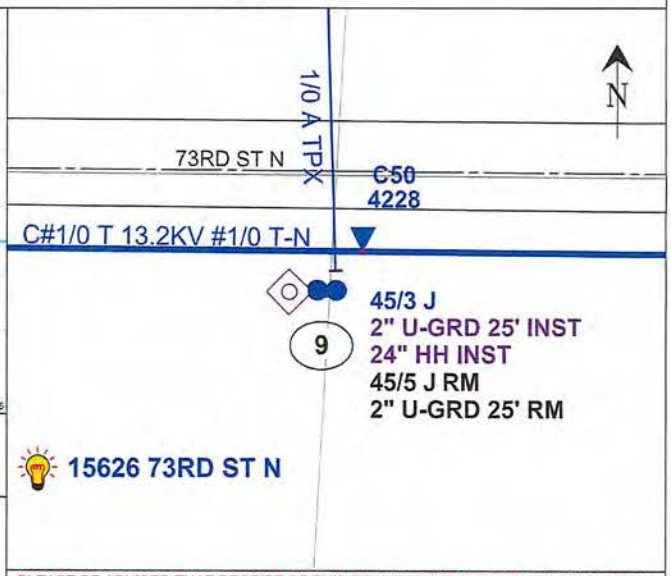
CONSTRUCTION NOTES:
DCS: I-41.0.0, L-17.0.6 FB, L-17.0.7
TRF 50KVA TX
REPL EXIST TPX SEC RSR w/ 4/0 TPX SEC RSR & INST 24" HH @ BASE OF POLE

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-4228-0-6 1 HR DURATION

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

MOT 603





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



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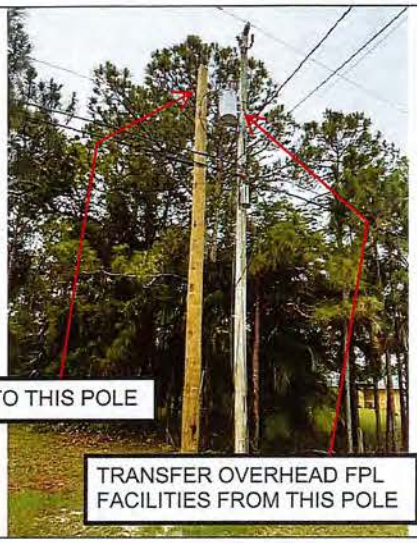
AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB — Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]		MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]		VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: dxe0ith	Date: 09/03/2025
Requested Tel. Co. Transfer? [ ]				Designer: Jami Lyman	Dwg No. 14191006_8x11 PIP.xml
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'
POLE LINE FT:		DUCT BANK FT:		Map No. AP0454	
POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:		WR: 14191006	Page 10 of 11

Size: 8 x 11
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PLOT DATE/TIME: 09/03/2025 16:14:47

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE



LATITUDE: 26.788906
LONGITUDE: -80.289467
NJUNS ADDRESS: 15704 75TH LN N
NJUNS TICKET #: 6656022
SUB / FEEDER: ACREAGE / 06767
COUNTY: PALM BEACH

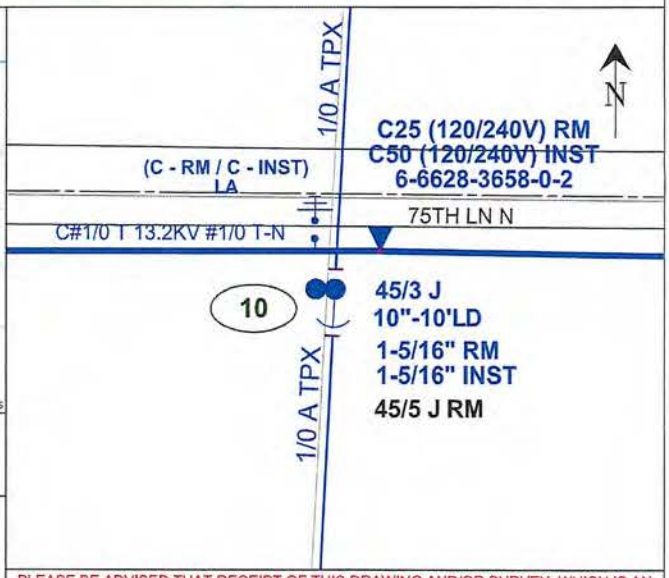
CONSTRUCTION NOTES:
DCS: I-41.0.0
REPL 25KVA TX W/ 50KVA

NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6628-3658-0-2 1 HR DURATION

MOT 603





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



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AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 30
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	MULTIPLE SUBS/FEEDERS ATT TRANSFERS WOOD POLES - UG RISER		
PERMIT REQ'D CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 10 MULTIPLE SUBSTATION, NORTH PALM BEACH, FL, 33470		
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per		Job Owner: dxe0ith	Date: 09/03/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Jami Lyman	Dwg No. 14191006_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 40'	0' 40' 80'	
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POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14191006	Page 11 of 11	

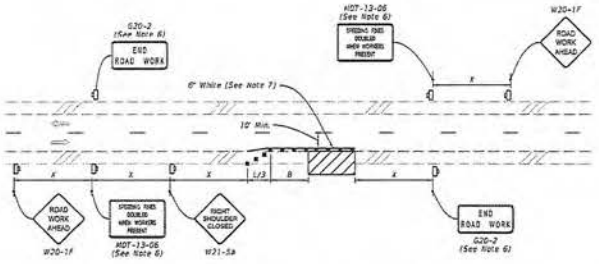
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NOTE:

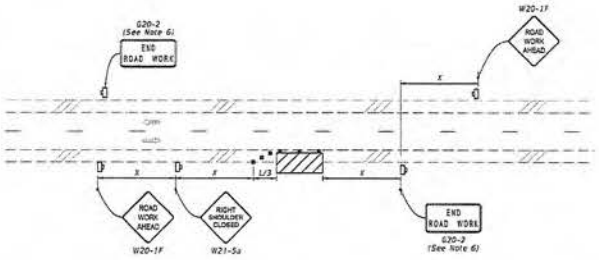
1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (NDT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

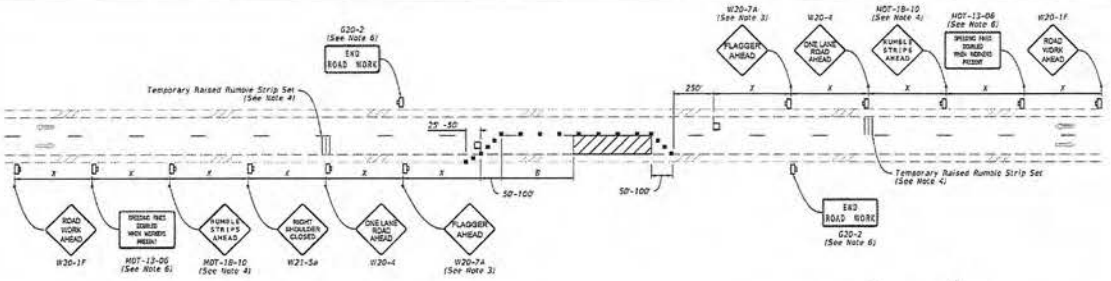


TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

LAST REVISION	DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
11/01/21				102-602	1 of 2



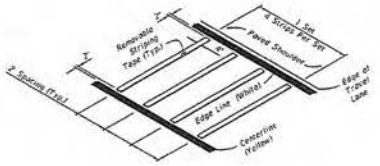
NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.
2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).
4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MDT-18-10) and associated work zone sign spacing.
5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

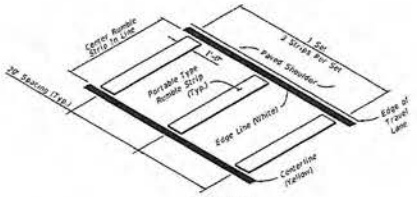
   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
6. The "Speeding Fines Doubled When Workers Present" signs (MDT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.
7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.
8. Railroad Crossings:
   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



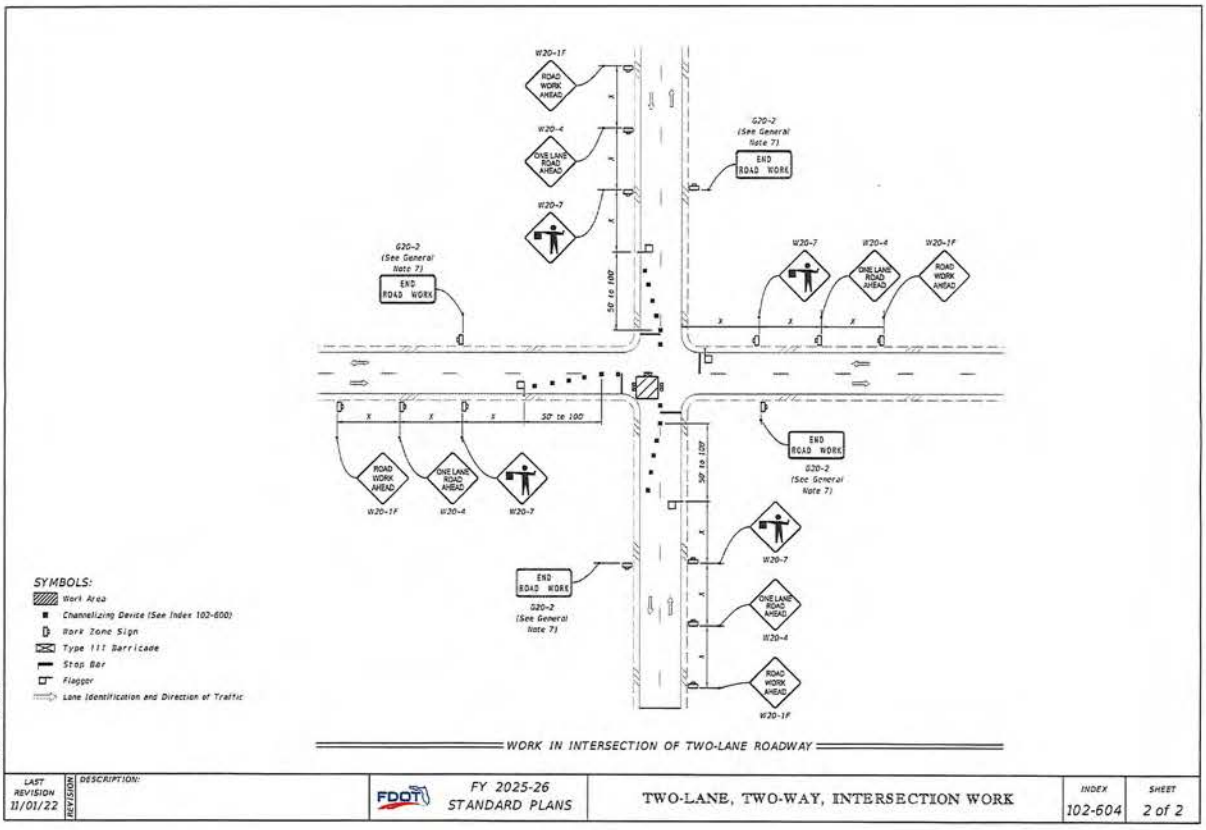
OPTION - 1
REMOVABLE STRIPING TYPE



OPTION - 2
PORTABLE TYPE

RUMBLE STRIP SETS

LAST REVISION 11/01/21	REVISION DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 1 of 2



LAST REVISION 11/01/22	REVISION DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY, INTERSECTION WORK	INDEX 102-604	SHEET 2 of 2

AGENDA ITEM NO. 12.4

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval: SP-0622 FPL Remove and Install 9 Power Poles, Remove and Install 7 Down Guys.
BACKGROUND:	This special permit is to **install nine (9) proposed wood poles, install nine (9) proposed risers, install seven (7) proposed down guys, remove nine (9) existing wood poles, remove nine (9) existing risers, and remove seven (7) existing down guys** as shown on the **12 sheets** titled **"WR 14211339"** dated **09/16/25.**
FISCAL IMPACT:	There are no fiscal impacts as the permittee is responsible for payment of permit review and construction observation cost incurred by the district.
RECOMMENDATION:	Motion to approve SP-0622 with conditions and attachments.

ATTACHMENTS:
2026_0128_SP-0622 FPL 9 PP 7DW.pdf

SPECIAL PERMIT No. SP-0622

THIS PERMIT, granted this 28th day of January, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to FPL, hereinafter referred to as the "Permittee", is a non-exclusive permit to **install nine (9) proposed wood poles, install nine (9) proposed risers, install seven (7) proposed down guys, remove nine (9) existing wood poles, remove nine (9) existing risers, and remove seven (7) existing down guys** as shown on the **12 sheets** titled **"WR 14211339"** dated **09/16/25**, attached hereto and made a part thereof.

W I T N E S S E T H:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands; to obtain any and all applicable federal, state, and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit.

2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title, or ownership as to the subject property for which this Permit is sought.

3. District specifically reserves the right to maintain its facilities located on the property; to make improvements; add additional facilities; maintain, construct, or alter roads; maintain any facilities, devices or improvements on the property which aid in, or are necessary to, District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the District, from time to time, may require Permittee to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the District, in its reasonable opinion, from properly and faithfully constructing, improving, and maintaining its facilities. District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment, and other improvements if Permittee fails to do so within a reasonable time; and Permittee hereby agrees to reimburse District for all its costs and expenses incurred in connection therewith upon demand.

4. Permittee agrees that it will not use the property in any manner which materially

interferes with the District's use of lands or causes a hazardous condition to exist.

5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

6. Permittee shall adhere to the General and Special Conditions attached hereto and made a part hereof.

7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair, or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

8. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities of others resulting from the installation, operation, maintenance, repair, or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

9. Permittee shall, at its own expense, upon ninety (90) days written notice to Permittee from the District, remove or relocate any facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient, or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.

10. Permittee shall, at its own expense and within a reasonable time, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.

11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.

12. If Permittee shall violate any of the terms or conditions of this Permit or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.

13. This Permit may not be assigned without approval of the Board of Supervisors of

the District.

14. Permittee shall reimburse the District for its legal, engineering, and other expenses incurred as a result of the implementation of the project during permit review and approval, and during construction.

15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorney's fees and litigation expenses.

16. Construction shall begin within 2 years from the date of issuance. An extension of 2 years may be granted by the Executive Director upon receipt of a written request. Further extensions require Board approval.

INDIAN TRAIL IMPROVEMENT DISTRICT

WITNESSES:

By: _____ Date: _____

_____

Name Typed: _____

_____

Title: _____

President or Vice President, Board of Supervisors

Note: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

PERMIT INFORMATION

OWNER

Florida Power & Light Company C/O Errica Hunter	561-640-2366
Name	Business Phone
6001 Village Blvd	Errica.hunter@nextEraEnergy.com
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Theresa S. Miller	954-382-5178 Cell: 954-232-3389
Name	Business Phone
6001 Village Blvd	Theresa.miller@fpl.com
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

G E N E R A L C O N D I T I O N S

A. GENERAL

1. This Permit does not constitute a waiver or approval of any other permit from other agencies which may be required for the total project.

2. Notification shall be given to the District Engineer forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the work is deemed completed, a final inspection shall be held by the District Engineer in the presence of a representative of the Permittee.

3. The installation shall be constructed in full accordance with the approved plans and specifications. Deviations from the plans shall be coordinated with the office of the District Engineer.

4. When working in District road rights-of-way, not more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication, Manual on "Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations".

5. The Permittee shall protect the District against liability, public or private, resulting from their operation hereunder. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of the Permit.

6. This Permit shall not be construed as a representation that the District has sole authority with respect to the pertinent property.

7. Permittee shall retain a professional engineer licensed in the State of Florida, to conduct on-site observations of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. The required improvements shall not be considered complete until a certificate of completion, certifying to construction in conformance with the approved drawings, and the final project records have been submitted to, reviewed, and approved by the District Engineer.

The engineer's certification shall be as follows:

I hereby notify the Indian Trail Improvement District of the completion of construction of the permitted project and certify that the work has been constructed in substantial conformance with the drawings permitted by the Indian Trail Improvement District. Copies of the Record Drawings, in the proper format, are enclosed with deviations noted.

8. Upon completion of the installation and after the final inspection, THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF "RECORD DRAWINGS". FAILURE TO PROVIDE RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT. The Record Drawings should include (1) set of PDF files, and the corresponding digital AutoCAD file. All items should be on the Florida State Plane Coordinate System, NAD 1983 East Feet, and geo-referenced to an identified Palm Beach County section center. If Permittee cannot provide, District Engineer will at Permittee's expense.

9. Roadway Pavement replacement shall be in accordance with the "Typical Roadway Pavement Replacement Detail".

10. If, within one (1) year after the date of District acceptance of the pavement replacement, any work covered under this Permit is found to be defective by the District, Permittee shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective work. If Permittee does not completely comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected, or rejected work removed and replaced, and all direct and indirect costs of such removal, replacement, or correction, including compensation for additional professional services, shall be paid by the Permittee.

11. Permittee agrees not to cause or permit the Property to be used for the generation, handling, storage, transportation, disposal, or release of any Hazardous Materials, except as exempted or permitted under applicable Environmental Laws, and Permittee shall not cause or permit the property, or any activities conducted thereon, to be in violation of any applicable Environmental Laws. Permittee agrees to indemnify the District and hold the District and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and order, judgments, remedial action, requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, directly or indirectly resulting in whole or in part from Permittee's violation of any Environmental Laws applicable to the Property, or any activity conducted thereon caused by Permittee or its employees, agents, licensees, invitees, guests or any other

party under Permittee's control, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials or in connection with the Property caused by Permittee or its employees, agents, licensees, invitees, guests, or any other party under Permittee's control, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws as a result thereof. All sums paid and costs incurred by the District with respect to the foregoing matters shall be payable by Permittee as additional permit fees hereunder.

12. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 Nephelometric Turbidity Units above background level. Adequate silt containment procedures and equipment shall be used to control turbidity at all times. Water samples to be taken upstream and downstream prior to construction and during construction daily and made available to the District at their request.

13. The Permittee shall be obligated throughout the term of this Permit to provide insurance coverage in accordance with the attached exhibit titled "Insurance Coverage".

B. UNDERGROUND UTILITIES

1. All underground utilities shall have a minimum cover of forty-two (42") inches below profile grade of District waterways and thirty (30") inches below profile grade of District roadways.

2. All utility installations shall maintain a minimum clearance of twelve (12") inches, either over or under culverts and shall be protected; however, other depths may be specified by the District Engineer.

3. The roadway right-of-way, in its entirety, shall be left in as good a condition as that which existed before construction. A mutual inspection shall be made of all existing facilities within the construction area no later than twenty-four (24) hours before the work begins.

4. All installations shall be constructed in a workmanlike manner:
   a. Trenches shall be refilled in a thoroughly compacted manner so that no future settling will occur.

   b. The Permittee shall, at the request of the District Engineer or his duly authorized representative, submit copies of density reports of density determinations by an independent testing laboratory when paved roadway surfaces have been cut. If density reports are requested, they shall be furnished prior to final inspection.
   c. The finished surface of the excavated area shall be replaced with the same type materials as existed when the work began, such as sod for sod, shell

for shell, etc.

5. Where fill, slopes, shoulders and/or ditches are disturbed, they shall be stabilized as directed by the District Engineer or his duly authorized representative, in a manner that will afford protection against erosion.

6. All pavement crossings, if made subsequent to final placement of base material and pavement surface, shall be made by jacking, boring or augering, and shall contain an adequate casing if required by the District Engineer.

SPECIAL CONDITIONS

1. Permittee shall prevent on-site erosion and sediment from leaving the site during construction. At completion of construction, all non-paved areas shall be sodded.

2. All drainage pipe and installation thereof shall conform to the requirements of Florida DOT specifications, latest applicable sections to date.

3. The requirements for pipe backfill shall be as defined in Florida DOT specifications (AASHTO T-99 or T-180). Permittee shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavated areas and provide protection against soil erosion.

4. Permittee shall forward all test results (except building tests) to the District Engineer.

5. Permittee shall comply with all conditions imposed by the District and/or other governing agencies, including but not limited to the following:

   a. Permittee shall utilize best management practices at each storm inlet in accordance with the final approved plans.

   b. Permittee shall construct stormwater treatment facilities in accordance with the existing South Florida Water Management District permit. A copy of such permit shall be provided to the District.

6. Permittee shall insure that quantity of stormwater discharged into the District's canal will not cause erosion of the canal bank. If such discharge does cause erosion, Permittee shall be responsible, at its sole cost and expense, to maintain and repair said canal bank.

7. If the works of the Permittee require the obtaining of an Environmental Protection Agency NPDES Permit, then the Permittee shall be required to obtain the appropriate NPDES Permit and provide a copy of the NPDES Permit and NPDES stormwater pollution prevention plan to both Palm Beach County and the District prior to commencement of the subject works.

8. The Permittee shall be required to: (a) implement a maintenance program for the permitted works, (b) carry out an annual inspection of the permitted works and (c) following inspection, have an inspection report prepared by a qualified professional. The Permittee shall be responsible for retaining a copy of said inspection report and providing a copy of same to the District by February 1st of each year.

9. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party, or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be obligated to comply with all of the conditions of this Permit including, without limitation, implementation of the above mentioned maintenance program and the provision of the annual inspection report to the District.

10. If any act of negligence, omission, or commission by the Permittee or third party operator should adversely affect Palm Beach County's obligations under the County's NPDES Permit, then Permittee shall within forty-eight hours following receipt of written notice by the District of such act promptly cease and rectify same, otherwise this Permit shall be immediately suspended until such time as reinstated by the District in writing.

11. Permittee shall be solely responsible for ensuring that all stormwater discharge meets the applicable water quality standards. In the event that the discharge does not meet such standards, Permittee must disconnect the stormwater inlet and shall be prohibited from discharging into the District's canal.

12. If Permittee fails to abide by Palm Beach County's NPDES Permit, the applicable water quality standards, or any of the conditions set forth herein, and fails to remedy same within ten (10) business days from the date of receipt of such notice of violation by the District, then the District shall have the right but not the obligation to initiate such remedial activity as the District deems necessary and appropriate. Any and all costs so incurred by the District shall be paid by the Permittee to the District within ten business days following receipt of a District invoice for same and if not paid the District may thereafter revoke this Permit without further notice or hearing.

13. Provide Maintenance of Traffic (MOT) as required in accordance with the Florida Department of Transportation (FDOT) Index 600 Series.

14. Permittee shall notify the District at least two (2) weeks prior to all temporary traffic lane closures implemented as part of the MOT during construction.

15. All proposed poles, including replacement of existing poles, and hand holes shall be located outside of ITID's canal right-of-ways. The same shall apply in the extension of ITID canal right-of-ways through ITID road rights-of-way, for example, where a canal crosses or dead ends at a road.

EXHIBIT
INSURANCE COVERAGE

GENERAL

Indian Trail Improvement District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

1.	State:	Statutory
2.	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
3.	Employer's Liability:	$ 500,000

Comprehensive General Liability:

1. Bodily Injury (including completed operations and Products Liability):

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate

Property Damage:

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate
or a combined single limit of	$1,000,000

2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable.

3. Personal Injury, with employee exclusion deleted

$1,000,000	Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:
   $ 500,000 Each Person
   $1,000,000 Each Occurrence

2. Property Damage:
   $ 500,000 Each Occurrence
   or a combined single limit of $1,000,000

Umbrella Excess Liability Insurance:

1. $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

2. The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

The comprehensive general liability insurance and umbrella insurance required herein shall include Owner and Engineer as additional insured.

Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

1. Bodily Injury: Each Occurrence
   $1,000,000

2. Property Damage:
   $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

COVER PAGE WR# 14211339

ACREAGE 06761,ACREAGE 06763,AVENIR 14462

GENERAL CONSTRUCTION NOTES
-ANY CHANGES TO PROPOSED DESIGN TO BE ADDRESSED WITH THE PROJECT ENGINEER/LEAD, NO EXCEPTIONS
-RELOCATE EXISTING TRIP SAVERS TO NEW POLE UNLESS OTHERWISE NOTED
-RELOCATE EXISTING O.L./S.L. BRACKETS TO NEW POLE UNLESS OTHERWISE NOTED
-ALL OH SVC DROPS ARE 1/0A TPX UNLESS NOTED OTHERWISE

INDIAN TRAIL IMPROVEMENT DISTRICT PERMIT

NOTIFY INDIAN TRAILS
IMPROVEMENT DISTRICT 48
HOURS PRIOR TO CONSTRUCTION

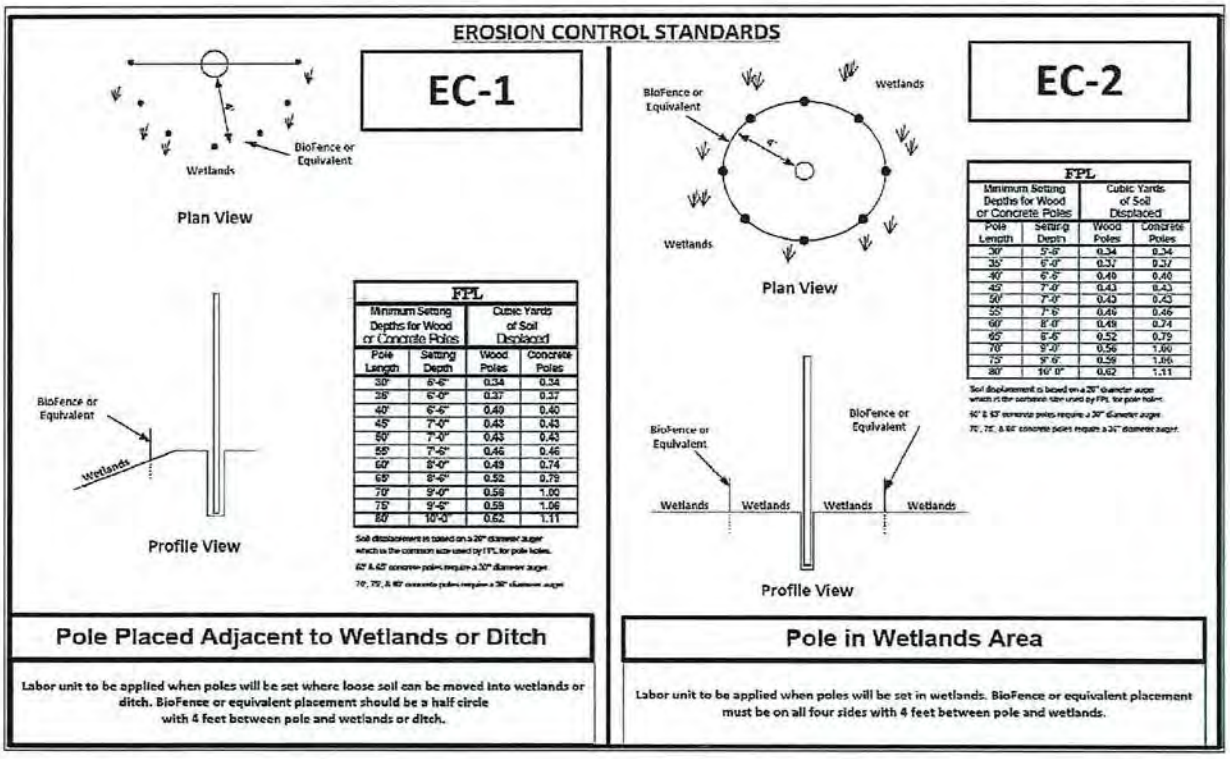
CONSTRUCTION LEGEND

- PROPOSED WOOD POLE
- REMOVE WOOD POLE
- EXISTING WOOD POLE
- PROPOSED CONCRETE POLE
- REMOVE CONCRETE POLE
- EXISTING CONCRETE POLE
- EXISTING TRANSMISSION POLE
- EXISTING TRANSMISSION POLE
- PROPOSED ANCHOR
- REMOVE ANCHOR
- PROPOSED BORE PIT
- PROPOSED SPLICE BOX
- PROPOSED HAND HOLE
- PROPOSED RISER
- XX LOCATION OF WORK BEING DONE
- PROPOSED CONDUIT
- EXISTING CONDUIT
- REMOVE CONDUIT

ALL PERMITS - GENERAL NOTES
* CALL SUNSHINE @ 1-800-432-4770 48 HRS BEFORE CONSTRUCTION BEGINS
* THE PERMIT SHALL BE ON SITE AT ALL TIMES DURING CONSTRUCTION
* SIDEWALK TO BE RESTORED TO ORIGINAL CONDITION (IF SIDEWALK IS AFFECTED)
* RESTORE AREA WITHIN 30 DAYS OF CONSTRUCTION BEFORE REQUESTING THE FINAL INSPECTION
* REQUEST FINAL INSPECTION UPON COMPLETION

- Wetland =
-

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATERWAYS



[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 12136 80th ln n	Substation: ACREAGE	Feeder: 06761



Inspection Date: 03/06/2024 22:46:00	
Management Area: WEST PALM	
County: PALM BEACH	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 868226	
Manufacturer: UNK	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.23100900	Y: 26.79625300
Unique ID: 345760112	

Remarks: Can Not Treat Reason: underground cable. Medium Woodpecker Holes: 1. Other Pole Conditions: woodpecker holes medium. Decay Type: shell rot. Depth: 0.1. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: sound & bore-woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799857. WR Number: d00012799857. Length/Class: actual.

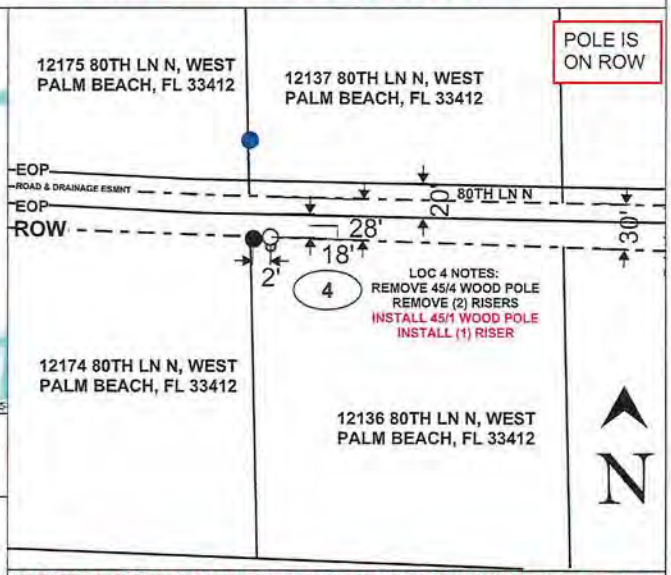
MOT 603

ZERO TODAY!

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-7029-1514-0-5 1 HR DURATION

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATER WAYS. PLEASE SEE PAGE 2





Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RDS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 22
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	CAP-DSP Pole Replacement Program		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 14 ACREAGE SUB, LOXAHATCHEE, 33470		
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: Theresa Miller	Date: 09/16/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Alan Trieu	Dwg No. 14211339_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 60'	0' 60' 120'	
POLE LINE FT:	DUCT BANK FT:			Map No. AJ0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14211339	Page 3 of 13	

Size: 8 x 11

PRINTED BY: AX70KVR

PLOT DATE/TIME: 09/16/2025 18:28:04

- Install (1) Proposed wood Pole
- Install (1) Proposed Riser
- Remove (1) Existing wood Pole
- Remove (2) Existing Riser's

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 12171 85th rd n	Substation: ACREAGE	Feeder: 06761



Inspection Date: 03/08/2024 00:24:00	
Management Area: WEST PALM	
County: PALM BEACH	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 867482	
Manufacturer: KOP	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.23105600	Y: 26.80307200
Unique ID: 345760102	

Remarks: Can Not Treat Reason: underground cable. Decay Type: shell rot. Depth: 0.15. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: sound & bore-woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799857. WR Number: d00012799857. Length/Class: actual.

MOT 603

ZERO TODAY!

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-7029-1462-0-7 1 HR DURATION

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATER WAYS. PLEASE SEE PAGE 2



Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



N

12175 85TH RD N, WEST PALM BEACH, FL 33412

POLE IS ON ROW

12135 85TH RD N, WEST PALM BEACH, FL 33412

ROW
EOP
ROAD & DRAINAGE ESMNT
EOP
ROW
85TH RD N
30'
27'
17'
2'
20'
℄

12174 85TH RD N, WEST PALM BEACH, FL 33412

LOC 5 NOTES:
REMOVE 45/4 WOOD POLE
REMOVE (2) RISERS
INSTALL 45/2 WOOD POLE
INSTALL (1) RISER

5

12140 85TH RD N, WEST PALM BEACH, FL 33412

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 22
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	CAP-DSP Pole Replacement Program		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 14 ACREAGE SUB, LOXAHATCHEE, 33470		
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: Theresa Miller	Date: 09/16/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Alan Trieu	Dwg No. 14211339_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 60'	0' 60' 120'	
POLE LINE FT:	DUCT BANK FT:			Map No. AJ0457		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14211339	Page 4 of 13	

Size: 8 x 11

PRINTED BY: AXT0KVR

PLOT DATE/TIME: 09/16/2025 18:26:15

- Install (1) Proposed wood Pole
- Install (1) Proposed Riser
- Remove (1) Existing wood Pole
- Remove (2) Existing Riser's

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 12246 85th rd n	Substation: ACREAGE	Feeder: 06761



Inspection Date: 03/08/2024 00:06:00	
Management Area: WEST PALM	
County: PALM BEACH	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 864440	
Manufacturer: UNK	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.23243300	Y: 26.80314600
Unique ID: 345760071	

Remarks: Can Not Treat Reason: underground cable. Decay Type: shell rot. Depth: 0.1. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: full excavate-woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799857. WR Number: d00012799857. Length/Class: actual.

MOT 603

ZERO TODAY!

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-7029-0565-0-0 1 HR DURATION

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATER WAYS. PLEASE SEE PAGE 2



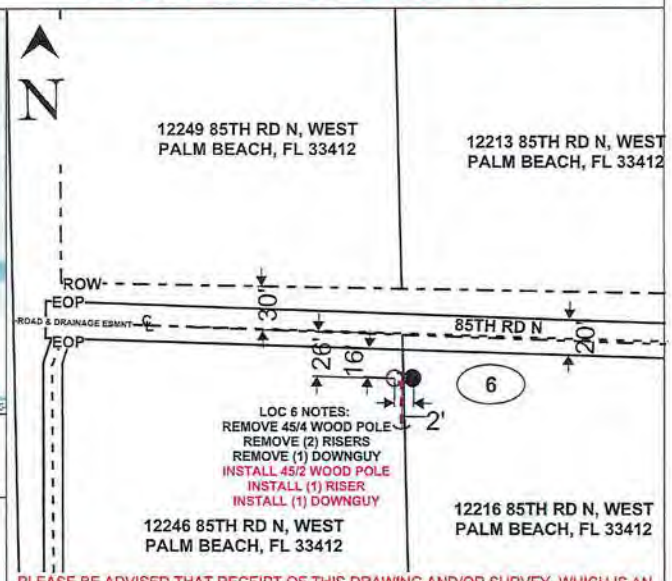
Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.





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NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 22	
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	CAP-DSP Pole Replacement Program			
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]		VAR 14 ACREAGE SUB, LOXAHATCHEE, 33470	

Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per	Job Owner: Theresa Miller	Date: 09/16/2025	
Requested Tel. Co. Transfer? [ ]		Designer: Alan Trieu	Dwg No. 14211339_8x11 PIP.xml	
Request CATV Transfer? [ ]		Scale: 1" = 60'	0' 60' 120'	
POLE LINE FT:	DUCT BANK FT:	Map No. AJ0457		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	WR: 14211339	Page 5 of 13	

Size: 8 x 11

PRINTED BY: AXT0KVR

PLOT DATE/TIME: 09/16/2025 16:28:26

- Install (1) Proposed Wood Pole
- Install (1) Proposed Riser
- Install (1) Proposed DownGuy
- Remove (1) Existing Wood Pole.
- Remove (2) Existing Riser's
- Remove (1) Existing DownGuy

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 12366 83rd Ln N, West Palm Beach, FL 33412 | Substation: ACREAGE | Feeder: 06761



Inspection Date: 03/24/2024 02:24:00
Management Area: WEST PALM
County: Palm Beach
Franchise Name: PALM BEACH
BST Wire Center: RP - ROYAL PALM
Pole ID: 858374
Manufacturer: UNK
Existing Pole Height: 45
Existing Pole Class: 5
X: -80.23513800 Y: 26.80056500
Unique ID: 345759988

Remarks: Can Not Treat Reason: underground cable. Decay Type: shell rot. Depth: 0.15. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: sound & bore-woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799857. WR Number: d00012799857. Length/Class: estimate.

MOT 603

ZERO TODAY!

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6929-9115-0-3 1 HR DURATION

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATER WAYS. PLEASE SEE PAGE 2



N

12365 83RD LN N, WEST PALM BEACH, FL 33412

12327 83RD LN N, WEST PALM BEACH, FL 33412

LOC 7 NOTES:
REMOVE 45/5 WOOD POLE
REMOVE (2) RISERS
REMOVE (1) DOWNGUY
INSTALL 45/2 WOOD POLE
INSTALL (1) RISER
INSTALL (1) DOWNGUY

ROAD & DRAINAGE ESMNT
83RD LN N
ROW
2' 28' 18' 20' 30'

7 12366 83RD LN N, WEST PALM BEACH, FL 33412

12328 83RD LN N, WEST PALM BEACH, FL 33412

Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



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NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RDS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 22
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	CAP-DSP Pole Replacement Program		
PERMIT REQ'D CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 14 ACREAGE SUB, LOXAHATCHEE, 33470		
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: Theresa Miller	Date: 09/16/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Alan Trieu	Dwg No. 14211339_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 60'	0' 60' 120'	
POLE LINE FT:	DUCT BANK FT:			Map No. AJ0457		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14211339	Page 6 of 13	

Size: 8 x 11
PRINTED BY: AXT0KVR
PLOT DATE/TIME: 09/16/2025 16:28:37

- Install (1) Proposed wood Pole
- Install (1) Proposed Riser
- Install (1) Proposed DownGuy
- Remove (1) Existing wood Pole
- Remove (2) Existing Risers
- Remove Existing (1) DownGuy

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 12565 67TH ST N	Substation: ACREAGE	Feeder: 06761



Inspection Date: 03/11/2024 00:18:00	
Management Area: WEST PALM	
County: PALM BEACH	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 848888	
Manufacturer: LAN	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.23898700	Y: 26.77621800
Unique ID: 345759817	

Remarks: Can Not Treat Reason: underground cable. Inspection Comments: lcoth. Decay Type: shell rot. Depth: 0.1. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: sound & bore-woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799857. WR Number: d00012799857. Length/Class: actual.

MOT 603

ZERO TODAY!

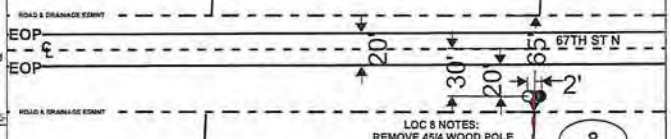
PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6927-6568-0-8 1 HR DURATION

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATER WAYS. PLEASE SEE PAGE 2



12611 67TH ST N, WEST PALM BEACH, FL 33412

12565 67TH ST N, WEST PALM BEACH, FL 33412



LOC 8 NOTES:
REMOVE 45/4 WOOD POLE
REMOVE (2) RISERS
REMOVE (1) DOWNGUY
INSTALL 45/1 WOOD POLE
INSTALL (1) RISER
INSTALL (1) DOWNGUY

8

12612 67TH ST N, WEST PALM BEACH, FL 33412

12564 67TH ST N, WEST PALM BEACH, FL 33412

Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

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NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RDS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 34
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	CAP-DSP Pole Replacement Program		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 14 ACREAGE SUB, LOXAHATCHEE, 33470		
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: Theresa Miller	Date: 09/16/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Alan Trieu	Dwg No. 14211339_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 60'	0' 60' 120'	
POLE LINE FT:	DUCT BANK FT:			Map No. AJ0451		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14211339	Page 7 of 13	

PLOT DATE/TIME: 09/16/2025 16:28:49 PRINTED BY: AXT0KVR Size: 8 x 11

- Install ① Proposed Wood Pole
- Install ① Proposed Riser
- Install ① Proposed DownGuy
- Remove ① Existing Wood Pole
- Remove ② Existing Risers
- Remove ① Existing DownGuy

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 12905 69TH ST N | Substation: ACREAGE | Feeder: 06761



Inspection Date: 03/14/2024 23:43:00
Management Area: WEST PALM
County: PALM BEACH
Franchise Name: PALM BEACH
BST Wire Center: RP - ROYAL PALM
Pole ID: 836540
Manufacturer: KOP
Existing Pole Height: 45
Existing Pole Class: 4
X: -80.24413200 | Y: 26.77882700
Unique ID: 345759670

Remarks: Can Not Treat Reason: underground cable. Inspection Comments: lcoth. Decay Type: shell rot. Depth: 0.25. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: sound & bore-woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799857. WR Number: d00012799857. Length/Class: actual.

MOT 603

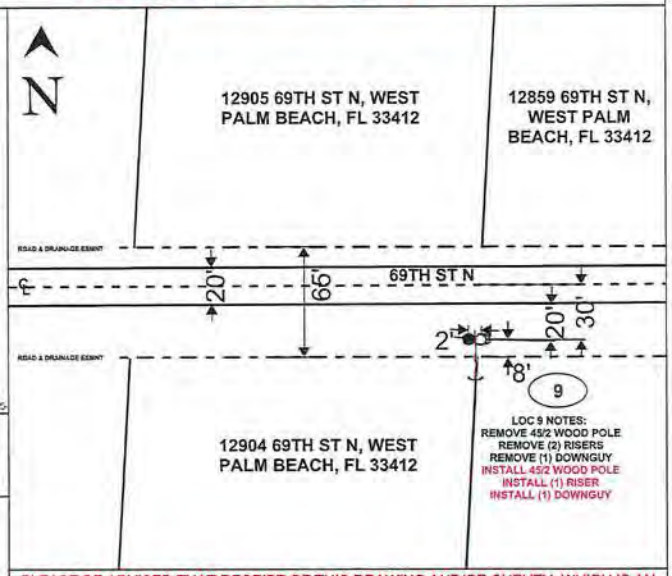
NOTIFY INDIAN TRAIL IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

ZERO TODAY!

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6927-2987-0-7 1 HR DURATION

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATER WAYS. PLEASE SEE PAGE 2





LOC 9 NOTES:
REMOVE 45/2 WOOD POLE
REMOVE (2) RISERS
REMOVE (1) DOWNGUY
INSTALL 45/2 WOOD POLE
INSTALL (1) RISER
INSTALL (1) DOWNGUY

Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
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NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RDS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 34	
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	CAP-DSP Pole Replacement Program			
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]			
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 14 ACREAGE SUB, LOXAHATCHEE, 33470			
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: Theresa Miller	Date: 09/16/2025		
Requested Tel. Co. Transfer? [ ]				Designer: Alan Trieu	Dwg No. 14211339_8x11 PIP.xml		
Request CATV Transfer? [ ]				Scale: 1" = 60'	0' 60' 120'		
POLE LINE FT:	DUCT BANK FT:			Map No. AJ0451			
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14211339	Page 8 of 13		

PLOT DATE/TIME: 09/16/2025 16:28:56 PRINTED BY: AXT0KVR Size: 8 x 11

- Install (1) Proposed Wood Pole
- Install (1) Proposed Riser
- Install (1) Proposed DownGuy
- Remove (1) Existing Wood Pole
- Remove (2) Existing Risers
- Remove (1) Existing DownGuy

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 14310 83rd ln n	Substation: ACREAGE	Feeder: 06763



Inspection Date: 04/10/2024 06:58:00	
Management Area: WEST PALM	
County: Palm Beach	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 795242	
Manufacturer: KOP	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.26580700	Y: 26.80070400
Unique ID: 345759089	

Remarks: Can Not Treat Reason: underground cable. Inspection Comments: lcoth. Decay Type: shell rot. Depth: 0.15. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: sound & bore-woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799923. WR Number: d00012799923. Length/Class: actual.

MOT 603

ZERO TODAY!

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6729-8745-0-4 1 HR DURATION

NOTIFY INDIAN TRAIL IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATER WAYS. PLEASE SEE PAGE 2



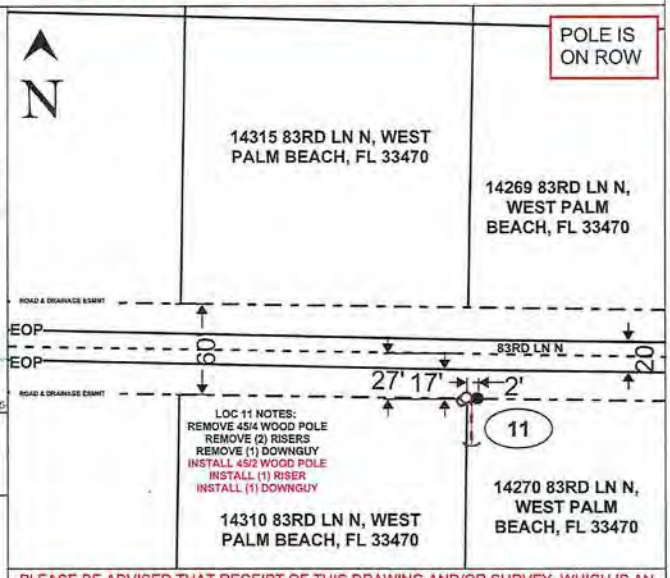
Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

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NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

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Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 20
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	CAP-DSP Pole Replacement Program		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 14 ACREAGE SUB, LOXAHATCHEE, 33470		

Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per	Job Owner: Theresa Miller	Date: 09/16/2025
Requested Tel. Co. Transfer? [ ]		Designer: Alan Trieu	Dwg No. 14211339_8x11 PIP.xml
Request CATV Transfer? [ ]		Scale: 1" = 60'	0' 60' 120'
POLE LINE FT:	DUCT BANK FT:	Map No. AM0457	
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	WR: 14211339	Page 9 of 13

PLOT DATE/TIME: 09/16/2025 16:29:06 PRINTED BY: AXT0KVR Size: 8 x 11

- Install (1) Proposed wood Pole
- Install (1) Proposed Riser
- Install (1) Proposed DownGuy
- Remove (1) Existing wood Pole
- Remove (3) Existing Risers
- Remove (1) Existing DownGuy

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 14557 79th ct N | Substation: ACREAGE | Feeder: 06763



Inspection Date: 04/05/2024 00:49:00
Management Area: WEST PALM
County: Palm Beach
Franchise Name: PALM BEACH
BST Wire Center: RP - ROYAL PALM
Pole ID: 786644
Manufacturer: UNK
Existing Pole Height: 45
Existing Pole Class: 4
X: -80.27030400 | Y: 26.79404500
Unique ID: 345758943

Remarks: Can Not Treat Reason: roots|trees|underground cable. Inspection Comments: Icoth. Decay Type: shell rot. Depth: 0.05. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: sound & bore-woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799923. WR Number: d00012799923. Length/Class: estimate.

MOT 603

ZERO TODAY!

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6728-6096-0-2 1 HR DURATION

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATER WAYS. PLEASE SEE PAGE 2

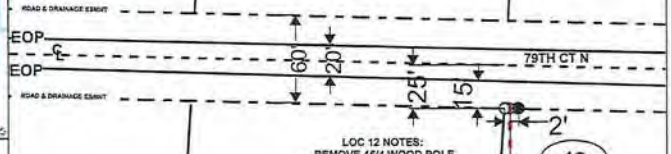


N

POLE IS ON ROW

14557 79TH CT N, WEST PALM BEACH, FL 33470

7955 GRAPEVIEW BLVD, WEST PALM BEACH, FL 33470



LOC 12 NOTES:
REMOVE 45/4 WOOD POLE
REMOVE (2) RISERS
REMOVE (1) DOWNGUY
INSTALL 45/2 WOOD POLE
INSTALL (1) RISER
INSTALL (1) DOWNGUY

12

14557 79TH CT N, WEST PALM BEACH, FL 33470

14538 79TH CT N, WEST PALM BEACH, FL 33470

Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act

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NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOS CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 29
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	CAP-DSP Pole Replacement Program		
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 14 ACREAGE SUB, LOXAHATCHEE, 33470		
Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per			Job Owner: Theresa Miller	Date: 09/16/2025	
Requested Tel. Co. Transfer? [ ]				Designer: Alan Trieu	Dwg No. 14211339_8x11 PIP.xml	
Request CATV Transfer? [ ]				Scale: 1" = 60'	0' 60' 120'	
POLE LINE FT:	DUCT BANK FT:			Map No. AM0454		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:			WR: 14211339		Page 10 of 13

Size: 8 x 11
PRINTED BY: AXTKVR
PLOT DATE/TIME: 09/16/2025 18:29:15

- Install (1) Proposed wood Pole
- Install (1) Proposed Riser
- Install (1) Proposed DownGuy
- Remove (1) Existing wood Pole.
- Remove (2) Existing Riser's
- Remove (1) Existing DownGuy

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Location: 14680 83rd ln n	Substation: ACREAGE	Feeder: 06763



Inspection Date: 04/10/2024 08:42:00	
Management Area: WEST PALM	
County: Palm Beach	
Franchise Name: PALM BEACH	
BST Wire Center: RP - ROYAL PALM	
Pole ID: 780578	
Manufacturer: UNK	
Existing Pole Height: 45	
Existing Pole Class: 4	
X: -80.27268500	Y: 26.80088800
Unique ID: 345758831	

Remarks: Can Not Treat Reason: underground cable. Inspection Comments: lcoth. Decay Type: shell rot. Depth: 0.25. Orientation: unset. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: full excavate-external treatment|woodfume. Year Last Treated: 2016. Last Treated By: osmose. Other Pole Types: lateral pole. IWR Number: 12799923. WR Number: d00012799923. Length/Class: estimate.

MOT 603

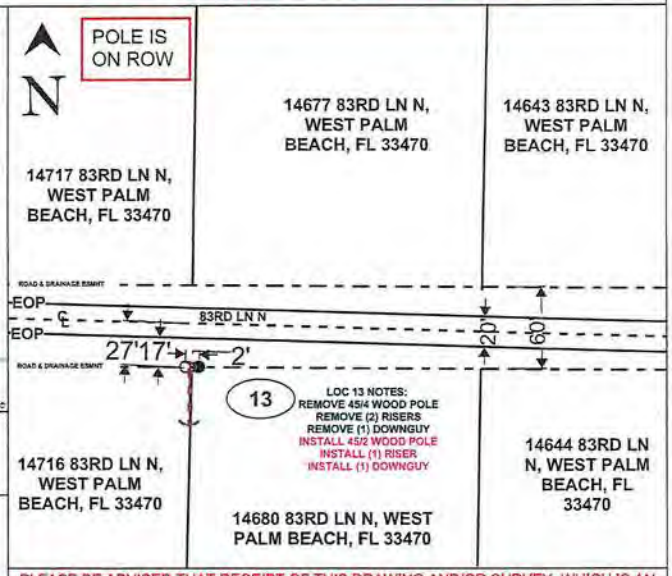
NOTIFY INDIAN TRAIL IMPROVEMENT DISTRICT 48 HOURS PRIOR TO CONSTRUCTION

ZERO TODAY!

PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 6-6729-4445-0-0 1 HR DURATION

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATER WAYS. PLEASE SEE PAGE 2





Feet of ground rod installed _____

Ground Resistance (Ohms) _____

American Disabilities Act

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NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

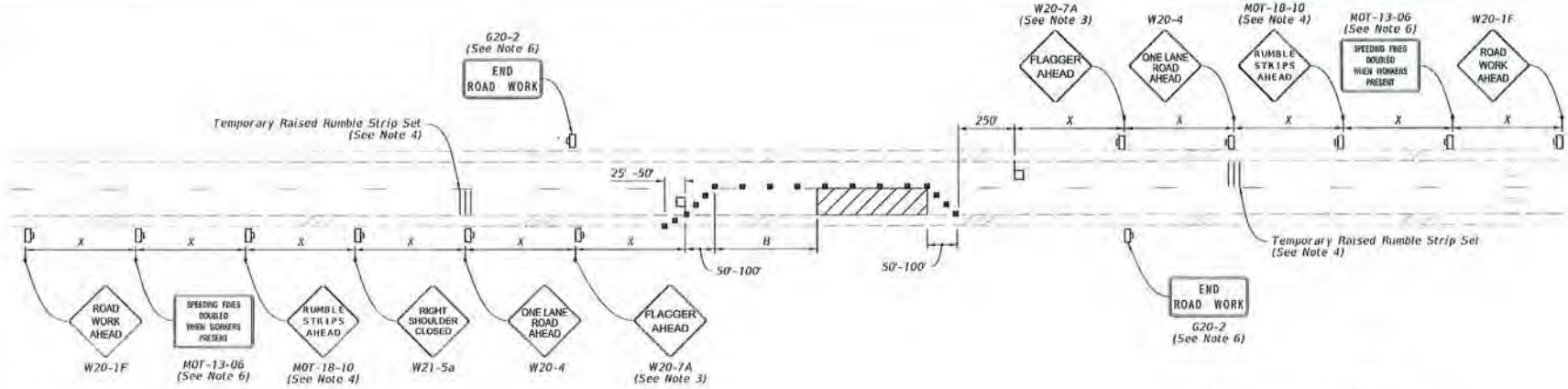
AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RDS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 20
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	CAP-DSP Pole Replacement Program		
PERMIT REQ'D CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	VAR 14 ACREAGE SUB, LOXAHATCHEE, 33470		

Requested Tel. Co. Set Poles? [ ]	Tele. Attachment Per	Job Owner: Theresa Miller	Date: 09/16/2025	
Requested Tel. Co. Transfer? [ ]		Designer: Alan Trieu	Dwg No. 14211339_8x11 PIP.xml	
Request CATV Transfer? [ ]		Scale: 1" = 60'	0' 60' 120'	
POLE LINE FT:	DUCT BANK FT:	Map No. AM0457		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	WR: 14211339	Page 11 of 13	

PLOT DATE/TIME: 09/16/2025 18:29:23 PRINTED BY: AXT0KVR Size: 8 x 11

- Install (1) Proposed wood Pole
- Install (1) Proposed Riser
- Install (1) Proposed DownGuy
- Remove (1) Existing wood Pole
- Remove (2) Existing Riser's
- Remove (1) Existing DownGuy



NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.

2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.

3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).

4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.

5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.

7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.

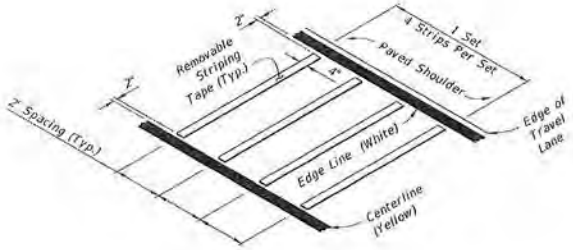
8. Railroad Crossings:

   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.

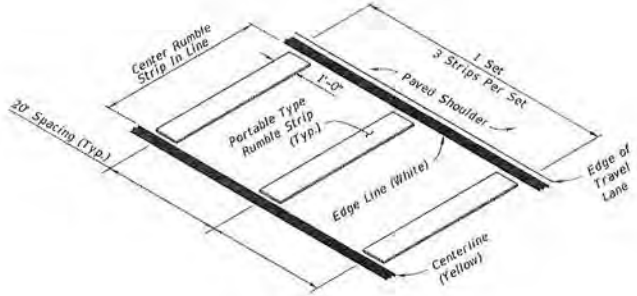
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



OPTION - 1
REMOVABLE STRIPING TYPE



OPTION - 2
PORTABLE TYPE

RUMBLE STRIP SETS

LAST REVISION	REVISION	DESCRIPTION	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21						102-603	1 of 2

5/10/2024 10:46:28 AM

AGENDA ITEM NO. 12.5

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval: SP-0623 FPL Install 1 Pole 16577 Orange.
BACKGROUND:	This special permit is to install One (1) proposed wood pole, install One (1) overhead line as shown on the 5 sheets titled “WR 14292205” dated 10/16/25.
FISCAL IMPACT:	There are no fiscal impacts as the permittee is responsible for payment of permit review and construction observation cost incurred by the district.
RECOMMENDATION:	Motion to approve SP-0623 with conditions and attachments.

ATTACHMENTS:
2026_0128_SP-0623 FPL 1 Pole 16577 Orange.pdf

SPECIAL PERMIT No. SP-0623

THIS PERMIT, granted this 28th day of January, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to FPL, hereinafter referred to as the "Permittee", is a non-exclusive permit to **install One (1) proposed wood pole, install One (1) overhead line** as shown on the 5 **sheets** titled **"WR 14292205"** dated **10/16/25**, attached hereto and made a part thereof.

W I T N E S S E T H:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands; to obtain any and all applicable federal, state, and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit.

2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title, or ownership as to the subject property for which this Permit is sought.

3. District specifically reserves the right to maintain its facilities located on the property; to make improvements; add additional facilities; maintain, construct, or alter roads; maintain any facilities, devices or improvements on the property which aid in, or are necessary to, District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the District, from time to time, may require Permittee to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the District, in its reasonable opinion, from properly and faithfully constructing, improving, and maintaining its facilities. District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment, and other improvements if Permittee fails to do so within a reasonable time; and Permittee hereby agrees to reimburse District for all its costs and expenses incurred in connection therewith upon demand.

4. Permittee agrees that it will not use the property in any manner which materially interferes with the District's use of lands or causes a hazardous condition to exist.

5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

6. Permittee shall adhere to the General and Special Conditions attached hereto and made a part hereof.

7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair, or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

8. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities of others resulting from the installation, operation, maintenance, repair, or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

9. Permittee shall, at its own expense, upon ninety (90) days written notice to Permittee from the District, remove or relocate any facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient, or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.

10. Permittee shall, at its own expense and within a reasonable time, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.

11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.

12. If Permittee shall violate any of the terms or conditions of this Permit or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.

13. This Permit may not be assigned without approval of the Board of Supervisors of the District.

14. Permittee shall reimburse the District for its legal, engineering, and other expenses incurred as a result of the implementation of the project during permit review and approval, and during construction.

15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorney's fees and litigation expenses.

16. Construction shall begin within 2 years from the date of issuance. An extension of 2 years may be granted by the Executive Director upon receipt of a written request. Further extensions require Board approval.

INDIAN TRAIL IMPROVEMENT DISTRICT

WITNESSES:

By: _____ Date: _____

_____

Name Typed: _____

_____

Title: _____
President or Vice President, Board of Supervisors

Note: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

PERMIT INFORMATION

OWNER

Florida Power & Light Company	
C/O Errica Hunter	561-640-2366
Name	Business Phone
6001 Village Blvd	Errica.hunter@nextEraEnergy.com
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Ariah Jeffers	561-216-4072 Cell: 470-269-5820
Name	Business Phone
6001 Village Blvd	Ariah.jeffers@fpl.com
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

G E N E R A L C O N D I T I O N S

A. GENERAL

1. This Permit does not constitute a waiver or approval of any other permit from other agencies which may be required for the total project.

2. Notification shall be given to the District Engineer forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the work is deemed completed, a final inspection shall be held by the District Engineer in the presence of a representative of the Permittee.

3. The installation shall be constructed in full accordance with the approved plans and specifications. Deviations from the plans shall be coordinated with the office of the District Engineer.

4. When working in District road rights-of-way, not more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication, Manual on "Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations".

5. The Permittee shall protect the District against liability, public or private, resulting from their operation hereunder. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of the Permit.

6. This Permit shall not be construed as a representation that the District has sole authority with respect to the pertinent property.

7. Permittee shall retain a professional engineer licensed in the State of Florida, to conduct on-site observations of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. The required improvements shall not be considered complete until a certificate of completion, certifying to construction in conformance with the approved drawings, and the final project records have been submitted to, reviewed, and approved by the District Engineer.

The engineer's certification shall be as follows:

I hereby notify the Indian Trail Improvement District of the completion of construction of the permitted project and certify that the work has been constructed in substantial conformance with the drawings permitted by the Indian Trail Improvement District. Copies of the Record Drawings, in the proper format, are enclosed with deviations noted.

8. Upon completion of the installation and after the final inspection, THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF "RECORD DRAWINGS". FAILURE TO PROVIDE RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT. The Record Drawings should include (1) set of PDF files, and the corresponding digital AutoCAD file. All items should be on the Florida State Plane Coordinate System, NAD 1983 East Feet, and geo-referenced to an identified Palm Beach County section center. If Permittee cannot provide, District Engineer will at Permittee's expense.

9. Roadway Pavement replacement shall be in accordance with the "Typical Roadway Pavement Replacement Detail".

10. If, within one (1) year after the date of District acceptance of the pavement replacement, any work covered under this Permit is found to be defective by the District, Permittee shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective work. If Permittee does not completely comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected, or rejected work removed and replaced, and all direct and indirect costs of such removal, replacement, or correction, including compensation for additional professional services, shall be paid by the Permittee.

11. Permittee agrees not to cause or permit the Property to be used for the generation, handling, storage, transportation, disposal, or release of any Hazardous Materials, except as exempted or permitted under applicable Environmental Laws, and Permittee shall not cause or permit the property, or any activities conducted thereon, to be in violation of any applicable Environmental Laws. Permittee agrees to indemnify the District and hold the District and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and order, judgments, remedial action, requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, directly or indirectly resulting in whole or in part from Permittee's violation of any Environmental Laws applicable to the Property, or any activity conducted thereon caused by Permittee or its employees, agents, licensees, invitees, guests or any other

party under Permittee's control, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials or in connection with the Property caused by Permittee or its employees, agents, licensees, invitees, guests, or any other party under Permittee's control, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws as a result thereof. All sums paid and costs incurred by the District with respect to the foregoing matters shall be payable by Permittee as additional permit fees hereunder.

12. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 Nephelometric Turbidity Units above background level. Adequate silt containment procedures and equipment shall be used to control turbidity at all times. Water samples to be taken upstream and downstream prior to construction and during construction daily and made available to the District at their request.

13. The Permittee shall be obligated throughout the term of this Permit to provide insurance coverage in accordance with the attached exhibit titled "Insurance Coverage".

B. UNDERGROUND UTILITIES

1. All underground utilities shall have a minimum cover of forty-two (42") inches below profile grade of District waterways and thirty (30") inches below profile grade of District roadways.

2. All utility installations shall maintain a minimum clearance of twelve (12") inches, either over or under culverts and shall be protected; however, other depths may be specified by the District Engineer.

3. The roadway right-of-way, in its entirety, shall be left in as good a condition as that which existed before construction. A mutual inspection shall be made of all existing facilities within the construction area no later than twenty-four (24) hours before the work begins.

4. All installations shall be constructed in a workmanlike manner:
   a. Trenches shall be refilled in a thoroughly compacted manner so that no future settling will occur.

   b. The Permittee shall, at the request of the District Engineer or his duly authorized representative, submit copies of density reports of density determinations by an independent testing laboratory when paved roadway surfaces have been cut. If density reports are requested, they shall be furnished prior to final inspection.
   c. The finished surface of the excavated area shall be replaced with the same type materials as existed when the work began, such as sod for sod, shell

for shell, etc.

5. Where fill, slopes, shoulders and/or ditches are disturbed, they shall be stabilized as directed by the District Engineer or his duly authorized representative, in a manner that will afford protection against erosion.

6. All pavement crossings, if made subsequent to final placement of base material and pavement surface, shall be made by jacking, boring or augering, and shall contain an adequate casing if required by the District Engineer.

SPECIAL CONDITIONS

1. Permittee shall prevent on-site erosion and sediment from leaving the site during construction. At completion of construction, all non-paved areas shall be sodded.

2. All drainage pipe and installation thereof shall conform to the requirements of Florida DOT specifications, latest applicable sections to date.

3. The requirements for pipe backfill shall be as defined in Florida DOT specifications (AASHTO T-99 or T-180). Permittee shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavated areas and provide protection against soil erosion.

4. Permittee shall forward all test results (except building tests) to the District Engineer.

5. Permittee shall comply with all conditions imposed by the District and/or other governing agencies, including but not limited to the following:

   a. Permittee shall utilize best management practices at each storm inlet in accordance with the final approved plans.

   b. Permittee shall construct stormwater treatment facilities in accordance with the existing South Florida Water Management District permit. A copy of such permit shall be provided to the District.

6. Permittee shall insure that quantity of stormwater discharged into the District's canal will not cause erosion of the canal bank. If such discharge does cause erosion, Permittee shall be responsible, at its sole cost and expense, to maintain and repair said canal bank.

7. If the works of the Permittee require the obtaining of an Environmental Protection Agency NPDES Permit, then the Permittee shall be required to obtain the appropriate NPDES Permit and provide a copy of the NPDES Permit and NPDES stormwater pollution prevention plan to both Palm Beach County and the District prior to commencement of the subject works.

8. The Permittee shall be required to: (a) implement a maintenance program for the permitted works, (b) carry out an annual inspection of the permitted works and (c) following inspection, have an inspection report prepared by a qualified professional. The Permittee shall be responsible for retaining a copy of said inspection report and providing a copy of same to the District by February 1st of each year.

9. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party, or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be obligated to comply with all of the conditions of this Permit including, without limitation, implementation of the above mentioned maintenance program and the provision of the annual inspection report to the District.

10. If any act of negligence, omission, or commission by the Permittee or third party operator should adversely affect Palm Beach County's obligations under the County's NPDES Permit, then Permittee shall within forty-eight hours following receipt of written notice by the District of such act promptly cease and rectify same, otherwise this Permit shall be immediately suspended until such time as reinstated by the District in writing.

11. Permittee shall be solely responsible for ensuring that all stormwater discharge meets the applicable water quality standards. In the event that the discharge does not meet such standards, Permittee must disconnect the stormwater inlet and shall be prohibited from discharging into the District's canal.

12. If Permittee fails to abide by Palm Beach County's NPDES Permit, the applicable water quality standards, or any of the conditions set forth herein, and fails to remedy same within ten (10) business days from the date of receipt of such notice of violation by the District, then the District shall have the right but not the obligation to initiate such remedial activity as the District deems necessary and appropriate. Any and all costs so incurred by the District shall be paid by the Permittee to the District within ten business days following receipt of a District invoice for same and if not paid the District may thereafter revoke this Permit without further notice or hearing.

13. Provide Maintenance of Traffic (MOT) as required in accordance with the Florida Department of Transportation (FDOT) Index 600 Series.

14. Permittee shall notify the District at least two (2) weeks prior to all temporary traffic lane closures implemented as part of the MOT during construction.

15. All proposed poles, including replacement of existing poles, and hand holes shall be located outside of ITID's canal right-of-ways. The same shall apply in the extension of ITID canal right-of-ways through ITID road rights-of-way, for example, where a canal crosses or dead ends at a road.

EXHIBIT
INSURANCE COVERAGE

GENERAL

Indian Trail Improvement District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

1.	State:	Statutory
2.	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
3.	Employer's Liability:	$ 500,000

Comprehensive General Liability:

1. Bodily Injury (including completed operations and Products Liability):

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate

Property Damage:

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate
or a combined single limit of	$1,000,000

2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable.

3. Personal Injury, with employee exclusion deleted

$1,000,000	Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:
   $ 500,000 Each Person
   $1,000,000 Each Occurrence

2. Property Damage:
   $ 500,000 Each Occurrence
   or a combined single limit of $1,000,000

Umbrella Excess Liability Insurance:

1. $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

2. The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

The comprehensive general liability insurance and umbrella insurance required herein shall include Owner and Engineer as additional insured.

Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

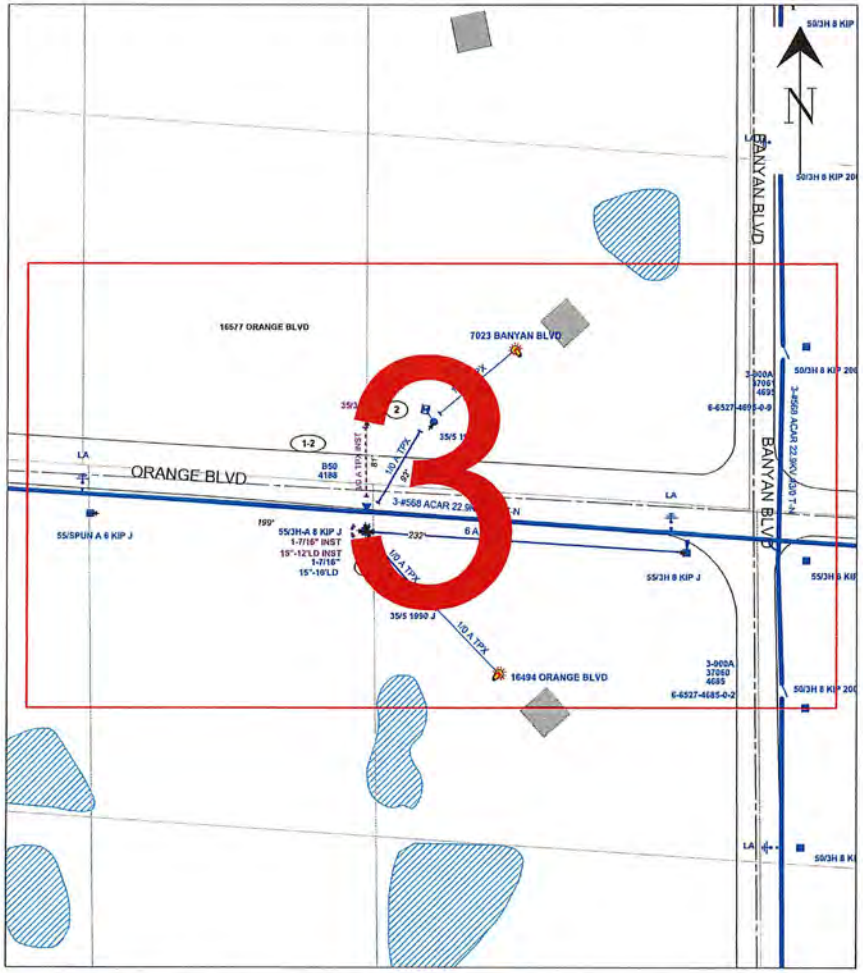
1. Bodily Injury: Each Occurrence
   $1,000,000

2. Property Damage:
   $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

Cover Sheet: WR#14292205

Page 1 of 3 | [ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK



GENERAL NOTES
- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

STAKING NOTES:-INTERMEDIATE POLES: STAKE POLES IN-LINE AT STATED DISTANCES.
-POLE REPLACEMENT: STAKE POLES IN-LINE AND WITHIN 2' OF EITHER SIDE
OF EXISTING POLE UNLESS OTHERWISE NOTED.
-ALL POLES STAKED WITH FIELD SIDE FACE AT R/W LINE UNLESS OTHERWISE NOTED.
-SEE BELOW FOR ADDITIONAL DETAILED STAKING NOTES.

GENERAL GROUNDING, GUYING, AND U-GUARD NOTES
BOND WIRE (DCS D-2.0.0, FIG. 1 - 3 AND D-7.0.0, DETAIL A AND B)
- ATTACH BOND WIRE TO THE GUY WIRE AND DO NOT ATTACH TO PREFORMED GRIP.
STREET LIGHT BRACKETS (DCS H-11.0.0, FIG. 1- 4 AND DCS H-11.1.0, FIG. 1 – 5)
- GROUND ALL STREET LIGHT BRACKETS (I.E. TO POLE BOND IF GROUND RODS ARE REQUIRED OR TO SYSTEM NEUTRAL IF NO GROUND RODS ARE REQUIRED.
U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES: USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES: USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION AND AT LEAST 6 TAPCON FASTENERS FOR SHORTER SECTIONS. BACK PLATE (DCS UH-14.0.1)
- REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES).
GUYING (DCS D-2.0.0)
- GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
RISER (DCS G-10.1.0 AND G-10.2.0)
- BOND ALL METAL RISER CONDUITS ON POLES.
GROUND RODS (DCS G-3.0.1)
- TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG
LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PURPLE	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

CONSTRUCTION NOTES:

- FRAMING IS BASED ON THE POWER SYSTEMS DISTRIBUTION CONSTRUCTION STANDARDS (DCS MANUAL).
- ALL POLES TO BE SET PER DCS D-3.0.0 UNLESS NOTED OTHERWISE.
- SET POLES WITH BRANDING FACING THE STREET WHENEVER POSSIBLE.
- INSTALL TLM TAGS AS INDICATED ON DRAWING.
- TAG FUSE SIZE ON POLE AS INDICATED ON DRAWING.
- CHECK VOLTAGE ROTATION AND CONTINUITY AT EACH TRANSFORMER AND RISER LOCATION.

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]		Tree Staking Req'd? [ ]	
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]		Survey/Stake? [ ]	
POLE LINE FT:		POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:		DUCT BANK FT:	
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]			
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]			

Job Owner:	Ariah Jeffers	M/A: WB	Township: 42 Range: 40 Section 36
Designer:	Richard Santos	INST 40/5 WD PL & 85' 3/0 A TPX	
Date:	09/17/2025		
Scale: 1" = 84'		16577 ORANGE BLVD OPS, LOXAHATCHEE, FL, 33470	
0' 84' 168'		Dwg No. 14292205_11x17 OH.xml	Map No. AP0451
		WR: 14292205	Page 1 of 3

PLOT DATE/TIME: 09/17/2025 11:51:58 PRINTED BY: rxs060q Size: 11 x 17

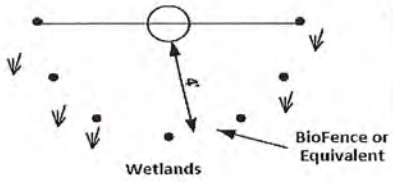
IPC	DATE	REVISION
1		
2		
3		
4		

EROSION CONTROL DEVICES ARE REQUIRED AT LOCATIONS WHERE PROJECT RELATED SPOILS COULD ERODE INTO NEARBY STORMWATER FEATURES, WETLANDS, OR WATERWAYS

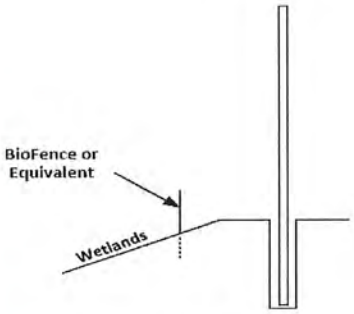
EROSION CONTROL SYMBOL:

EROSION CONTROL STANDARDS

EC-1



Plan View



Profile View

FPL			
Minimum Setting Depths for Wood or Concrete Poles		Cubic Yards of Soil Displaced	
Pole Length	Setting Depth	Wood Poles	Concrete Poles
30'	5'-6"	0.34	0.34
35'	6'-0"	0.37	0.37
40'	6'-6"	0.40	0.40
45'	7'-0"	0.43	0.43
50'	7'-0"	0.43	0.43
55'	7'-6"	0.46	0.46
60'	8'-0"	0.49	0.74
65'	8'-6"	0.52	0.79
70'	9'-0"	0.56	1.00
75'	9'-6"	0.59	1.06
80'	10'-0"	0.62	1.11

Soil displacement is based on a 20" diameter auger which is the common size used by FPL for pole holes.

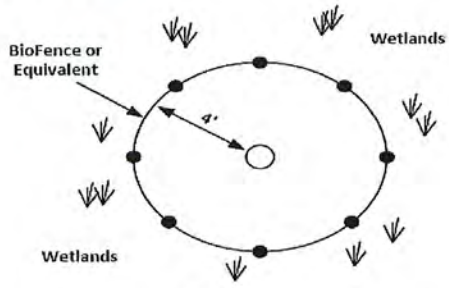
60' & 65' concrete poles require a 30" diameter auger.

70', 75', & 80' concrete poles require a 36" diameter auger.

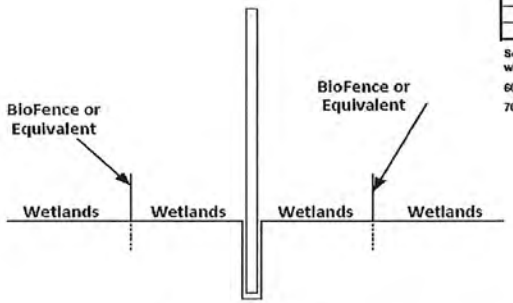
Pole Placed Adjacent to Wetlands or Ditch

Labor unit to be applied when poles will be set where loose soil can be moved into wetlands or ditch. BioFence or equivalent placement should be a half circle with 4 feet between pole and wetlands or ditch.

EC-2



Plan View



Profile View

FPL			
Minimum Setting Depths for Wood or Concrete Poles		Cubic Yards of Soil Displaced	
Pole Length	Setting Depth	Wood Poles	Concrete Poles
30'	5'-6"	0.34	0.34
35'	6'-0"	0.37	0.37
40'	6'-6"	0.40	0.40
45'	7'-0"	0.43	0.43
50'	7'-0"	0.43	0.43
55'	7'-6"	0.46	0.46
60'	8'-0"	0.49	0.74
65'	8'-6"	0.52	0.79
70'	9'-0"	0.56	1.00
75'	9'-6"	0.59	1.06
80'	10'-0"	0.62	1.11

Soil displacement is based on a 20" diameter auger which is the common size used by FPL for pole holes.

60' & 65' concrete poles require a 30" diameter auger.

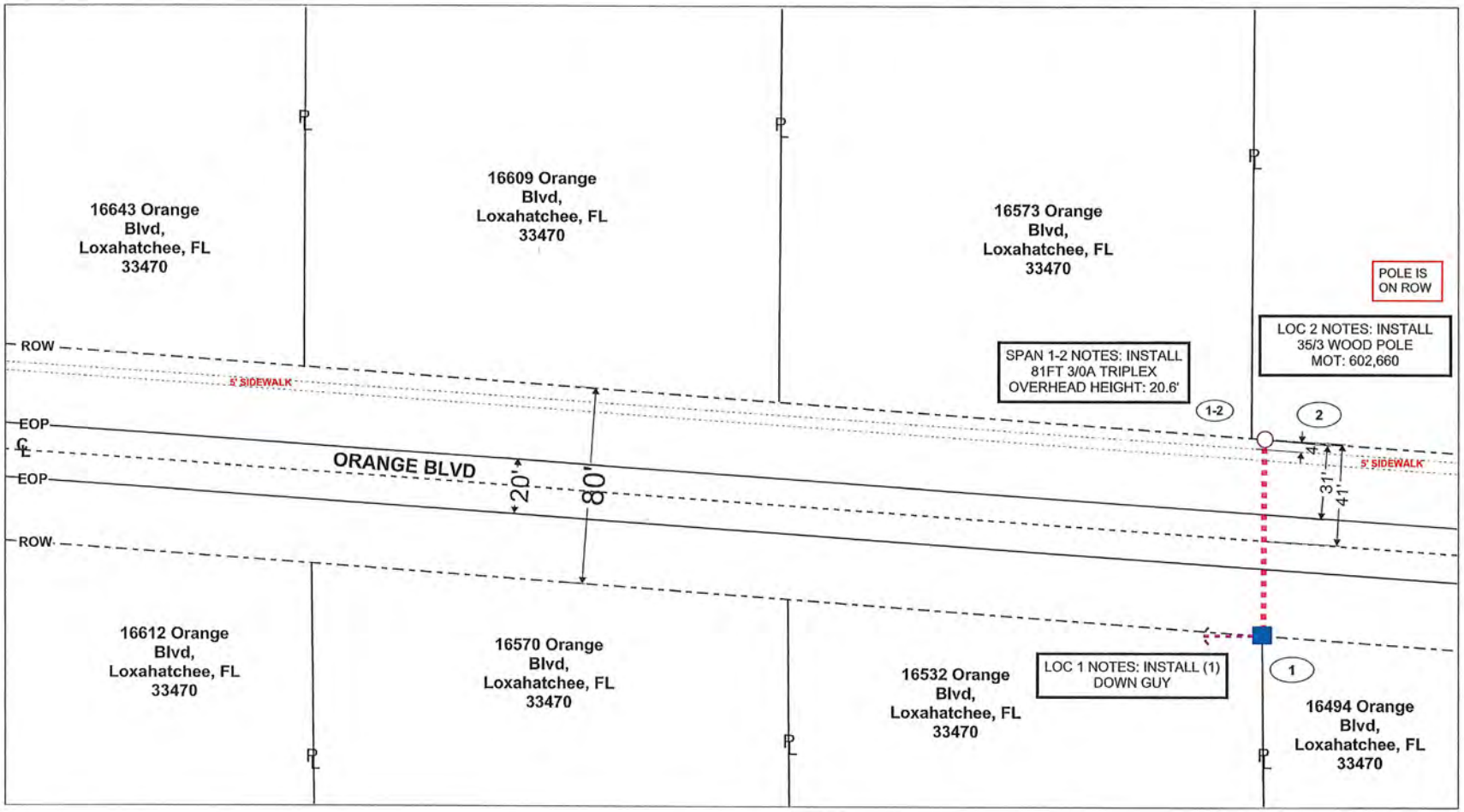
70', 75', & 80' concrete poles require a 36" diameter auger.

Pole in Wetlands Area

Labor unit to be applied when poles will be set in wetlands. BioFence or equivalent placement must be on all four sides with 4 feet between pole and wetlands.

Page 2 of 3

FEEDERS: ACREAGE 06764 | [ ] INACCESSIBLE | [ ] 13KV | [ ] FUTURE 23KV | [X] 23KV | [ ] SALT SPRAY | [ ] ROCK



REVISION | DATE | IPC 1 2 3 4

Size: 11 x 17

PRINTED BY: rxs060q

PLOT DATE/TIME: 09/17/2025 11:51:59

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature Date

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]		

FPL

Job Owner:	Ariah Jeffers	M/A: WB	Township: 42 Range: 40 Section 36
Designer:	Richard Santos	INST 40/5 WD PL & 85' 3/0 A TPX	
Date:	10/16/2025		
Scale: 1" = 40'		16577 ORANGE BLVD OPS, LOXAHATCHEE, FL, 33470	
0' 40' 80'		Dwg No. 14292205_11x17 OH.xml	Map No. AP0451
		WR: 14292205	Page 3 of 3

NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.

2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.

3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.

4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.

5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.

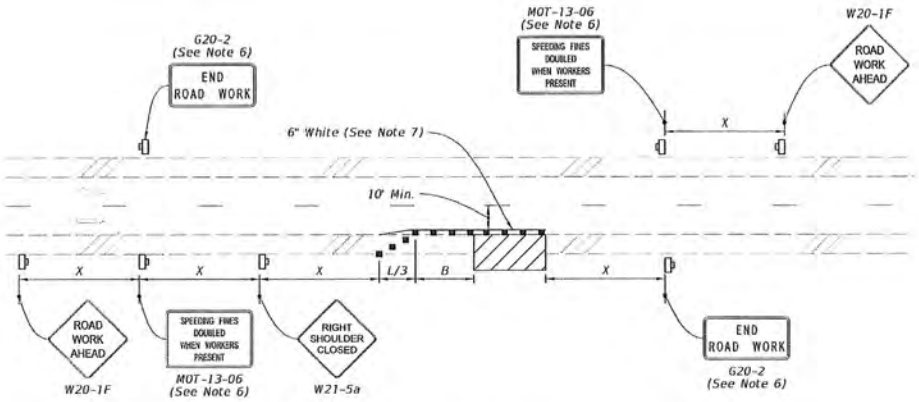
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.

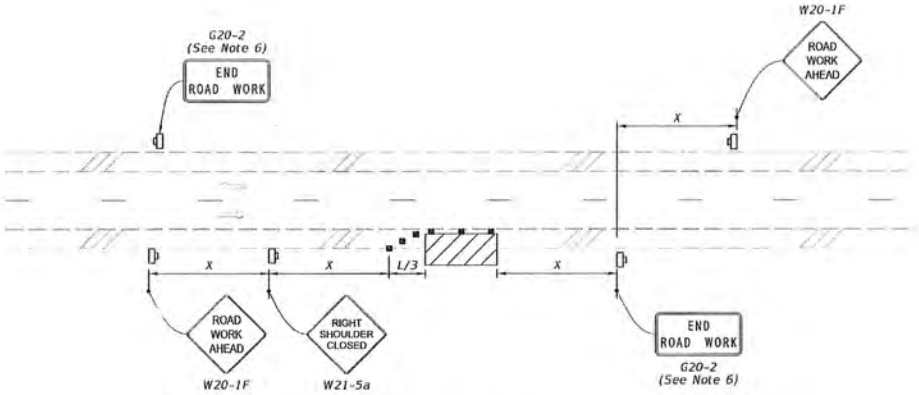
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



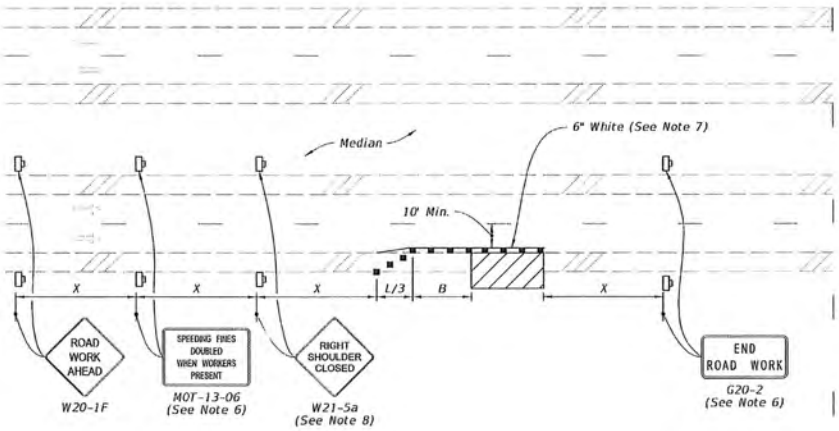
TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



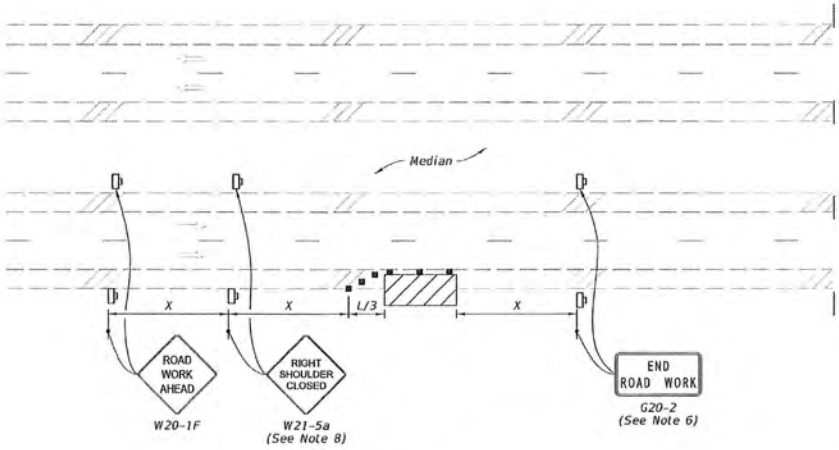
TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/21			FDOT FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	102-602	1 of 2

9/19/2024 10:45:37 AM



MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

9/10/2024 10:45:44 AM

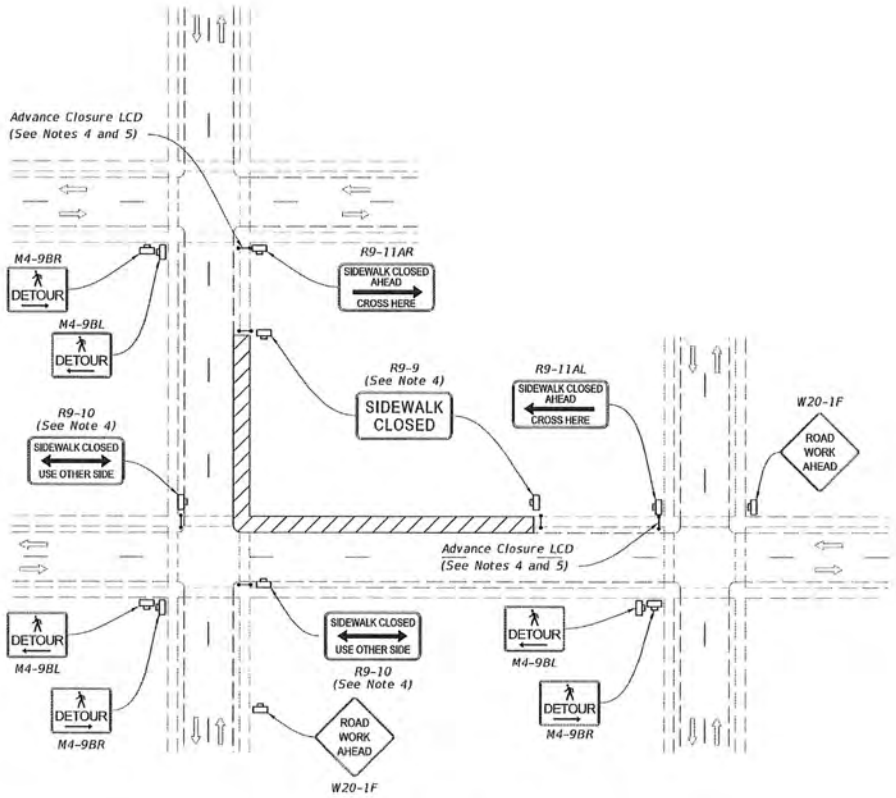
LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
11/01/20						102-602	2 of 2

NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic



PEDESTRIAN DETOUR

9/10/2024 11:11:04 AM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/20						102-660	1 of 2

NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.

2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.

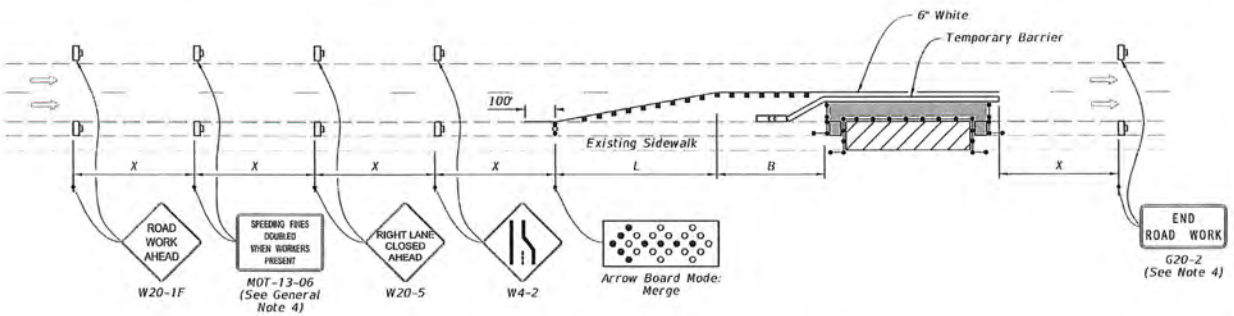
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.

4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.

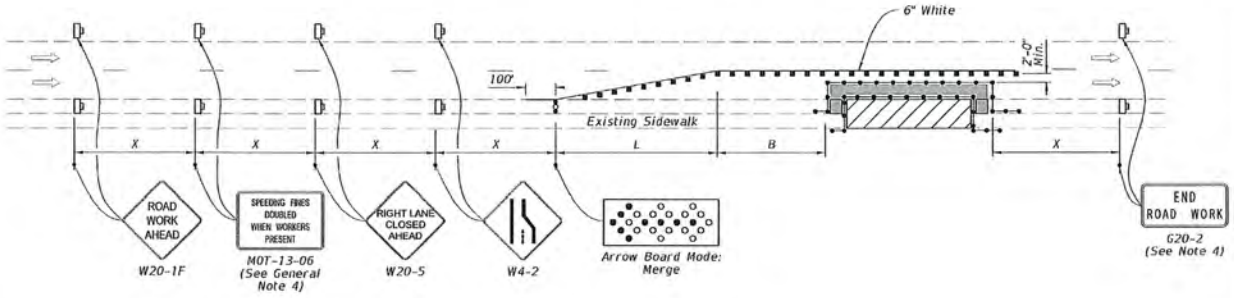
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

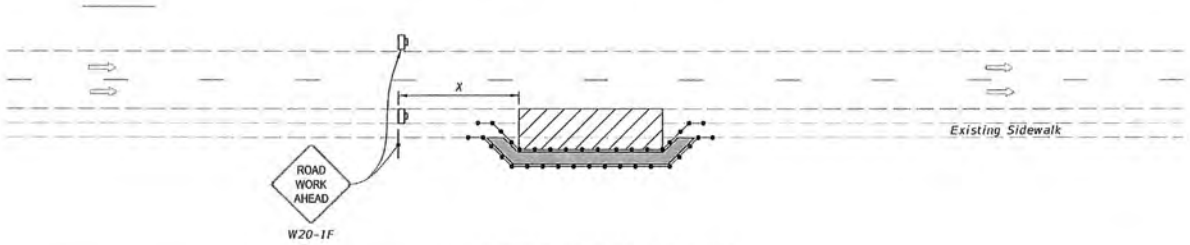
- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 45 mph or Less)



PEDESTRIAN SPECIAL DETOUR

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/23			FDOT FY 2025-26 STANDARD PLANS	SIDEWALK CLOSURE	102-660	2 of 2

9/10/2024 11:11:11 AM

AGENDA ITEM NO. 12.6

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval: SP-0624 FPL Remove 1 Pole Install 1 Hand Hold 13966 76RD N.
BACKGROUND:	This special permit is to remove One (1) proposed wood pole, install One (1) handhole as shown on the 3 sheets titled “WR 14128771” dated 10/27/25.
FISCAL IMPACT:	There are no fiscal impacts as the permittee is responsible for payment of permit review and construction observation cost incurred by the district.
RECOMMENDATION:	Motion to approve SP-0624 with conditions and attachments.

ATTACHMENTS:
2026_0128_SP-0624 FPL 1 PP 13966 76RD N.pdf

SPECIAL PERMIT No. SP-0624

THIS PERMIT, granted this 28th day of January, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to FPL, hereinafter referred to as the "Permittee", is a non-exclusive permit to **remove One (1) existing wood pole, install One (1) handhole** as shown on the 3 **sheets** titled **"WR 14128771"** dated **10/27/25**, attached hereto and made a part thereof.

W I T N E S S E T H:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands; to obtain any and all applicable federal, state, and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit.

2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title, or ownership as to the subject property for which this Permit is sought.

3. District specifically reserves the right to maintain its facilities located on the property; to make improvements; add additional facilities; maintain, construct, or alter roads; maintain any facilities, devices or improvements on the property which aid in, or are necessary to, District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the District, from time to time, may require Permittee to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the District, in its reasonable opinion, from properly and faithfully constructing, improving, and maintaining its facilities. District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment, and other improvements if Permittee fails to do so within a reasonable time; and Permittee hereby agrees to reimburse District for all its costs and expenses incurred in connection therewith upon demand.

4. Permittee agrees that it will not use the property in any manner which materially interferes with the District's use of lands or causes a hazardous condition to exist.

5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

6. Permittee shall adhere to the General and Special Conditions attached hereto and made a part hereof.

7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair, or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

8. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities of others resulting from the installation, operation, maintenance, repair, or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

9. Permittee shall, at its own expense, upon ninety (90) days written notice to Permittee from the District, remove or relocate any facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient, or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.

10. Permittee shall, at its own expense and within a reasonable time, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.

11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.

12. If Permittee shall violate any of the terms or conditions of this Permit or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.

13. This Permit may not be assigned without approval of the Board of Supervisors of the District.

14. Permittee shall reimburse the District for its legal, engineering, and other expenses incurred as a result of the implementation of the project during permit review and approval, and during construction.

15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorney's fees and litigation expenses.

16. Construction shall begin within 2 years from the date of issuance. An extension of 2 years may be granted by the Executive Director upon receipt of a written request. Further extensions require Board approval.

INDIAN TRAIL IMPROVEMENT DISTRICT

WITNESSES:

By: _____ Date: _____

_____

Name Typed: _____

_____

Title: _____
President or Vice President, Board of Supervisors

Note: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

PERMIT INFORMATION

OWNER

Florida Power & Light Company	
C/O Errica Hunter	561-640-2366
Name	Business Phone
6001 Village Blvd	Errica.hunter@nextEraEnergy.com
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Dillon Engel	954-445-1860
Name	Business Phone
6001 Village Blvd	
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

G E N E R A L C O N D I T I O N S

A. GENERAL

1. This Permit does not constitute a waiver or approval of any other permit from other agencies which may be required for the total project.

2. Notification shall be given to the District Engineer forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the work is deemed completed, a final inspection shall be held by the District Engineer in the presence of a representative of the Permittee.

3. The installation shall be constructed in full accordance with the approved plans and specifications. Deviations from the plans shall be coordinated with the office of the District Engineer.

4. When working in District road rights-of-way, not more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication, Manual on "Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations".

5. The Permittee shall protect the District against liability, public or private, resulting from their operation hereunder. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of the Permit.

6. This Permit shall not be construed as a representation that the District has sole authority with respect to the pertinent property.

7. Permittee shall retain a professional engineer licensed in the State of Florida, to conduct on-site observations of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. The required improvements shall not be considered complete until a certificate of completion, certifying to construction in conformance with the approved drawings, and the final project records have been submitted to, reviewed, and approved by the District Engineer.

The engineer's certification shall be as follows:

I hereby notify the Indian Trail Improvement District of the completion of construction of the permitted project and certify that the work has been constructed in substantial conformance with the drawings permitted by the Indian Trail Improvement District. Copies of the Record Drawings, in the proper format, are enclosed with deviations noted.

8. Upon completion of the installation and after the final inspection, THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF "RECORD DRAWINGS". FAILURE TO PROVIDE RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT. The Record Drawings should include (1) set of PDF files, and the corresponding digital AutoCAD file. All items should be on the Florida State Plane Coordinate System, NAD 1983 East Feet, and geo-referenced to an identified Palm Beach County section center. If Permittee cannot provide, District Engineer will at Permittee's expense.

9. Roadway Pavement replacement shall be in accordance with the "Typical Roadway Pavement Replacement Detail".

10. If, within one (1) year after the date of District acceptance of the pavement replacement, any work covered under this Permit is found to be defective by the District, Permittee shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective work. If Permittee does not completely comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected, or rejected work removed and replaced, and all direct and indirect costs of such removal, replacement, or correction, including compensation for additional professional services, shall be paid by the Permittee.

11. Permittee agrees not to cause or permit the Property to be used for the generation, handling, storage, transportation, disposal, or release of any Hazardous Materials, except as exempted or permitted under applicable Environmental Laws, and Permittee shall not cause or permit the property, or any activities conducted thereon, to be in violation of any applicable Environmental Laws. Permittee agrees to indemnify the District and hold the District and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and order, judgments, remedial action, requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, directly or indirectly resulting in whole or in part from Permittee's violation of any Environmental Laws applicable to the Property, or any activity conducted thereon caused by Permittee or its employees, agents, licensees, invitees, guests or any other

party under Permittee's control, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials or in connection with the Property caused by Permittee or its employees, agents, licensees, invitees, guests, or any other party under Permittee's control, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws as a result thereof. All sums paid and costs incurred by the District with respect to the foregoing matters shall be payable by Permittee as additional permit fees hereunder.

12. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 Nephelometric Turbidity Units above background level. Adequate silt containment procedures and equipment shall be used to control turbidity at all times. Water samples to be taken upstream and downstream prior to construction and during construction daily and made available to the District at their request.

13. The Permittee shall be obligated throughout the term of this Permit to provide insurance coverage in accordance with the attached exhibit titled "Insurance Coverage".

B. UNDERGROUND UTILITIES

1. All underground utilities shall have a minimum cover of forty-two (42") inches below profile grade of District waterways and thirty (30") inches below profile grade of District roadways.

2. All utility installations shall maintain a minimum clearance of twelve (12") inches, either over or under culverts and shall be protected; however, other depths may be specified by the District Engineer.

3. The roadway right-of-way, in its entirety, shall be left in as good a condition as that which existed before construction. A mutual inspection shall be made of all existing facilities within the construction area no later than twenty-four (24) hours before the work begins.

4. All installations shall be constructed in a workmanlike manner:
   a. Trenches shall be refilled in a thoroughly compacted manner so that no future settling will occur.

   b. The Permittee shall, at the request of the District Engineer or his duly authorized representative, submit copies of density reports of density determinations by an independent testing laboratory when paved roadway surfaces have been cut. If density reports are requested, they shall be furnished prior to final inspection.
   c. The finished surface of the excavated area shall be replaced with the same type materials as existed when the work began, such as sod for sod, shell

for shell, etc.

5. Where fill, slopes, shoulders and/or ditches are disturbed, they shall be stabilized as directed by the District Engineer or his duly authorized representative, in a manner that will afford protection against erosion.

6. All pavement crossings, if made subsequent to final placement of base material and pavement surface, shall be made by jacking, boring or augering, and shall contain an adequate casing if required by the District Engineer.

SPECIAL CONDITIONS

1. Permittee shall prevent on-site erosion and sediment from leaving the site during construction. At completion of construction, all non-paved areas shall be sodded.

2. All drainage pipe and installation thereof shall conform to the requirements of Florida DOT specifications, latest applicable sections to date.

3. The requirements for pipe backfill shall be as defined in Florida DOT specifications (AASHTO T-99 or T-180). Permittee shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavated areas and provide protection against soil erosion.

4. Permittee shall forward all test results (except building tests) to the District Engineer.

5. Permittee shall comply with all conditions imposed by the District and/or other governing agencies, including but not limited to the following:

   a. Permittee shall utilize best management practices at each storm inlet in accordance with the final approved plans.

   b. Permittee shall construct stormwater treatment facilities in accordance with the existing South Florida Water Management District permit. A copy of such permit shall be provided to the District.

6. Permittee shall insure that quantity of stormwater discharged into the District's canal will not cause erosion of the canal bank. If such discharge does cause erosion, Permittee shall be responsible, at its sole cost and expense, to maintain and repair said canal bank.

7. If the works of the Permittee require the obtaining of an Environmental Protection Agency NPDES Permit, then the Permittee shall be required to obtain the appropriate NPDES Permit and provide a copy of the NPDES Permit and NPDES stormwater pollution prevention plan to both Palm Beach County and the District prior to commencement of the subject works.

8. The Permittee shall be required to: (a) implement a maintenance program for the permitted works, (b) carry out an annual inspection of the permitted works and (c) following inspection, have an inspection report prepared by a qualified professional. The Permittee shall be responsible for retaining a copy of said inspection report and providing a copy of same to the District by February 1st of each year.

9. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party, or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be obligated to comply with all of the conditions of this Permit including, without limitation, implementation of the above mentioned maintenance program and the provision of the annual inspection report to the District.

10. If any act of negligence, omission, or commission by the Permittee or third party operator should adversely affect Palm Beach County's obligations under the County's NPDES Permit, then Permittee shall within forty-eight hours following receipt of written notice by the District of such act promptly cease and rectify same, otherwise this Permit shall be immediately suspended until such time as reinstated by the District in writing.

11. Permittee shall be solely responsible for ensuring that all stormwater discharge meets the applicable water quality standards. In the event that the discharge does not meet such standards, Permittee must disconnect the stormwater inlet and shall be prohibited from discharging into the District's canal.

12. If Permittee fails to abide by Palm Beach County's NPDES Permit, the applicable water quality standards, or any of the conditions set forth herein, and fails to remedy same within ten (10) business days from the date of receipt of such notice of violation by the District, then the District shall have the right but not the obligation to initiate such remedial activity as the District deems necessary and appropriate. Any and all costs so incurred by the District shall be paid by the Permittee to the District within ten business days following receipt of a District invoice for same and if not paid the District may thereafter revoke this Permit without further notice or hearing.

13. Provide Maintenance of Traffic (MOT) as required in accordance with the Florida Department of Transportation (FDOT) Index 600 Series.

14. Permittee shall notify the District at least two (2) weeks prior to all temporary traffic lane closures implemented as part of the MOT during construction.

15. All proposed poles, including replacement of existing poles, and hand holes shall be located outside of ITID's canal right-of-ways. The same shall apply in the extension of ITID canal right-of-ways through ITID road rights-of-way, for example, where a canal crosses or dead ends at a road.

EXHIBIT
INSURANCE COVERAGE

GENERAL

Indian Trail Improvement District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

1.	State:	Statutory
2.	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
3.	Employer's Liability:	$ 500,000

Comprehensive General Liability:

1. Bodily Injury (including completed operations and Products Liability):

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate

Property Damage:

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate
or a combined single limit of	$1,000,000

2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable.

3. Personal Injury, with employee exclusion deleted

$1,000,000	Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:
   $ 500,000 Each Person
   $1,000,000 Each Occurrence

2. Property Damage:
   $ 500,000 Each Occurrence
   or a combined single limit of $1,000,000

Umbrella Excess Liability Insurance:

1. $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

2. The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

The comprehensive general liability insurance and umbrella insurance required herein shall include Owner and Engineer as additional insured.

Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

1. Bodily Injury: Each Occurrence
   $1,000,000

2. Property Damage:
   $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

CALL SUNSHINE @ 1-800-432-4770 AT LEAST 48 HRS PRIOR TO CONSTRUCTION

☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐ _____

TICKET NUMBER	COUNTY	PLACE	LOCATION #	LATITUDE	LONGITUDE	GEO-TAGGED ADDRESS
6355642	PALM BEACH	WEST PALM BEACH	1	26.78968288	-80.26060552	13966 76th Rd N, West Palm Beach, FL 33412



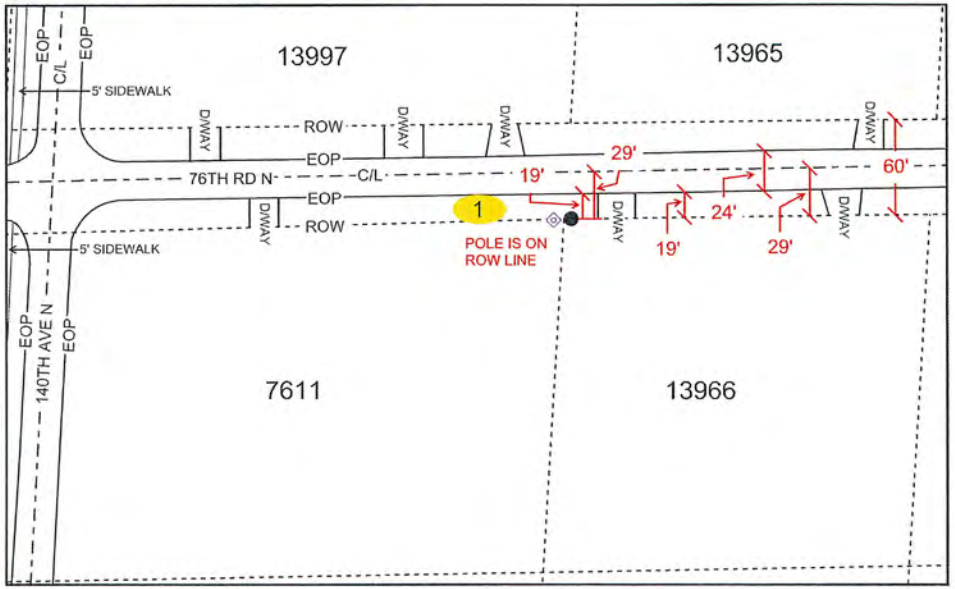
ITID
NO CONSTRUCTION NOTES

PCN: 00414228000004070

POLE LEGEND
● = EXISTING POLE
◇ = PROPOSE INSTALL SPLICE BOX

EOP – EDGE OF PAVEMENT
ROW-RIGHT OF WAY
C/L – CENTER LINE
D/WAY-DRIVEWAY





MOT 603

INDIAN TRAILS IMPROVEMENT DISTRICT
13476 61st St, West Palm Beach, FL 33412
Phone: 561-721-4825
scantley@indiantrail.com
gstevens@indiantrail.com

PAGE 1 OF 1

SPECIAL REQUEST:
TRANSFER/REPLACE FPL FACILITIES TO NEWLY SET AT&T POLE AS NEEDED

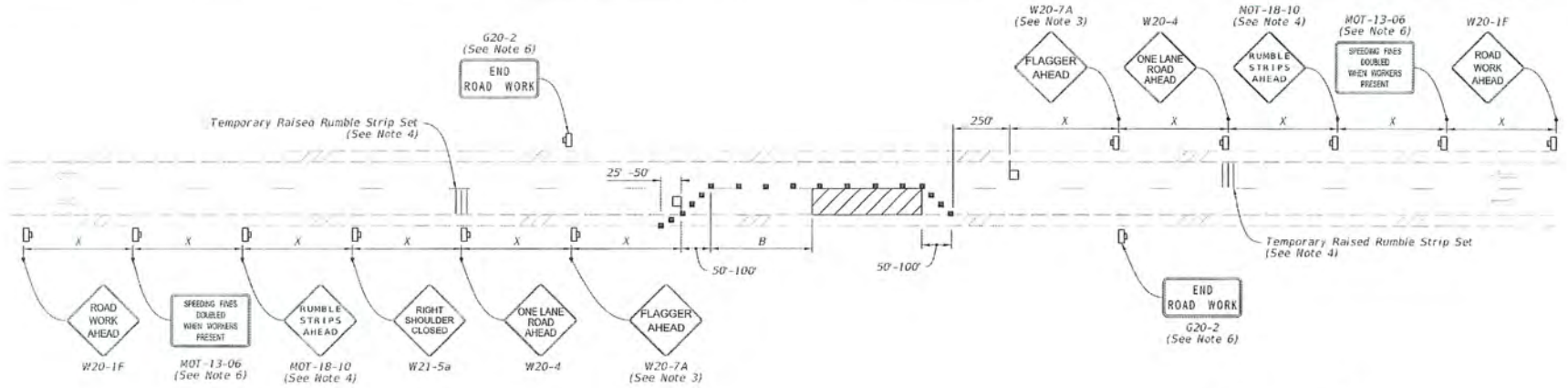
American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



AS-BUILT CREW PRINT			AS-BUILT COPY
FOREMAN'S SIGNATURE DATE	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERTICAL TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT AS LOCATIONS. FOREMAN'S SIGNATURE DATE	I/We CERTIFY THAT I COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. ANY BELOW CHANGES SHOWN ON SCH. SUPERVISOR'S SIGNATURE DATE	INITIALS LEAD, DATE

Easement? Yes ☐ No ☐	Survey/Stake? Yes ☐		Work with SMO? Yes ☐		FPL	ATT TRANSFER, ACREAGE SUB, FEEDER# F406763 WEST PALM BEACH, FLA	
Tree Work? Yes ☐ No ☐	Designer/Stake? Yes ☐		CT/Special Mtr? Yes ☐				
PLANNED BY: City	County Rd. ☐	County Air	State Road	FAA			
WORKED BY: WMD ☒	RR Xing	DR. Dist.	Transm.				
Requested Tel. Co. Set Poles? YES ☐ NO ☐			Tele. Attachment Per		Job owner: DILLON ENGEL		Phone: (954) 445-1860
Requested Tel. Co. Transfer? YES ☐ NO ☐					Designed by: PATRICK VIGEANT		Date: 10/27/2025
Request CAVT Transfer? YES ☐ NO ☐			Telephone Co. Job No.		Drawn by:	Check by:	Dwg No. JOB SKETCH
POLE LINE FEET	DUCT BANK FT.				Location Sec. 28	TWP. 42	S,R. 41 E.
POLE LINE FT. ON TRANSM. POLES	TRENCH FT.				SCALE: N.T.S	St. Lt MAP No.	Pri Map No. AM0454
TLM/LDS MODEL No. -	Map Posting? YES ☐ NO ☐	Posted by:			WR 14128771		M/A WB

Remove (1) Existing wood pole. Install (1) Proposed HandHole



NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.

2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.

3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).

4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (M0T-18-10) and associated work zone sign spacing.

5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

6. The "Speeding Fines Doubled When Workers Present" signs (M0T-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.

7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.

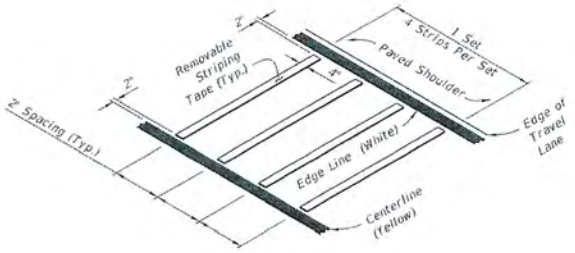
8. Railroad Crossings:

   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.

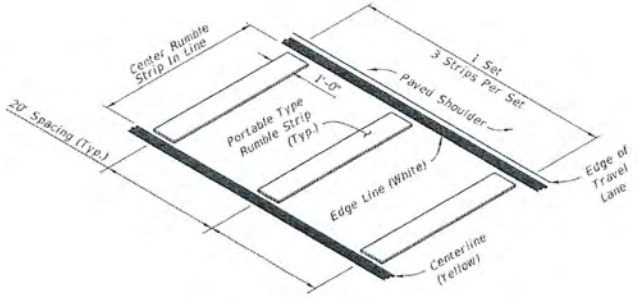
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



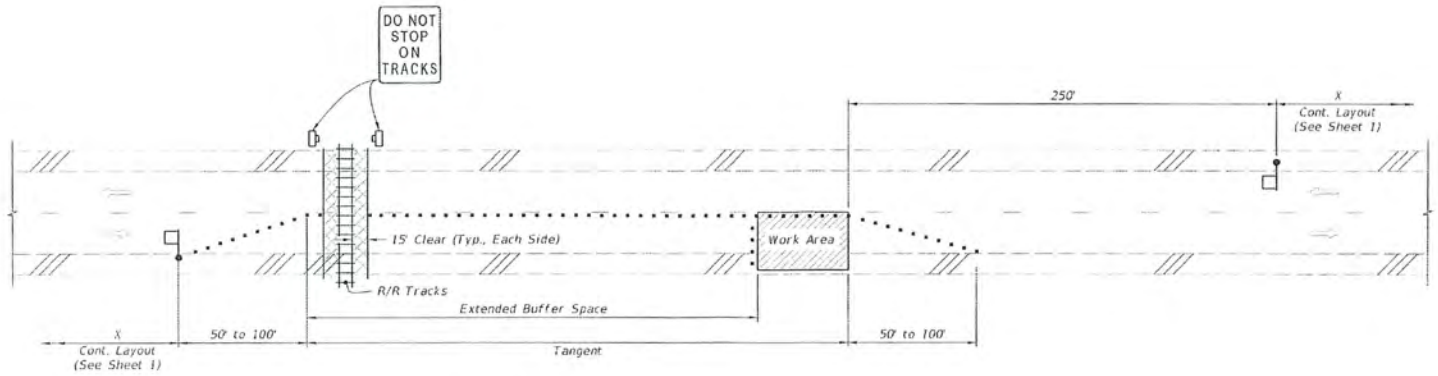
OPTION - 1
REMOVABLE STRIPING TYPE



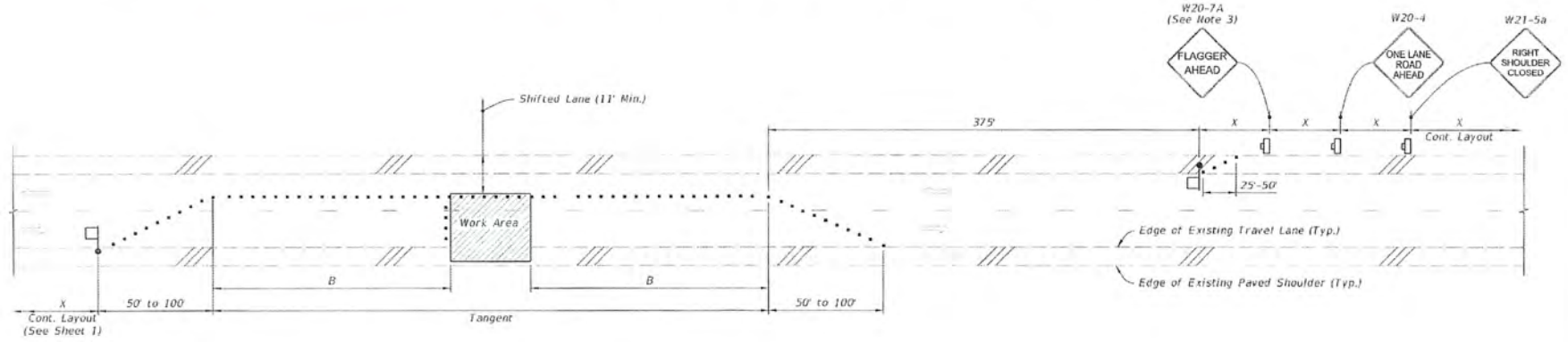
OPTION - 2
PORTABLE TYPE

RUMBLE STRIP SETS

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21						102-603	1 of 2



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

SPECIAL CONDITIONS

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21					102-603	2 of 2

AGENDA ITEM NO. 12.7

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval: SP-0626 FPL Transfer Overhead Facilities onto Pole 13722 80th Ln N
BACKGROUND:	This special permit is to transfer FPL utilities to a new ATT pole**,** as shown on the **4 sheets** titled **"WR 14406199"** dated **10/08/25**
FISCAL IMPACT:	There are no fiscal impacts as the permittee is responsible for payment of permit review and construction observation cost incurred by the district.
RECOMMENDATION:	Motion to approve SP-0626 with conditions and attachments.

ATTACHMENTS:
2026_0128_SP-0626 FPL Transf_Pole 13722.pdf

SPECIAL PERMIT No. SP-0626

THIS PERMIT, granted this 28th day of January, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to FPL, hereinafter referred to as the "Permittee", is a non-exclusive permit to transfer FPL utilities to a new ATT pole**,** as shown on the **4 sheets** titled **"WR 14406199"** dated **10/08/25**, attached hereto and made a part thereof.

W I T N E S S E T H:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands; to obtain any and all applicable federal, state, and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit.

2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title, or ownership as to the subject property for which this Permit is sought.

3. District specifically reserves the right to maintain its facilities located on the property; to make improvements; add additional facilities; maintain, construct, or alter roads; maintain any facilities, devices or improvements on the property which aid in, or are necessary to, District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the District, from time to time, may require Permittee to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the District, in its reasonable opinion, from properly and faithfully constructing, improving, and maintaining its facilities. District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment, and other improvements if Permittee fails to do so within a reasonable time; and Permittee hereby agrees to reimburse District for all its costs and expenses incurred in connection therewith upon demand.

4. Permittee agrees that it will not use the property in any manner which materially interferes with the District's use of lands or causes a hazardous condition to exist.

5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

6. Permittee shall adhere to the General and Special Conditions attached hereto and made a part hereof.

7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair, or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

8. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities of others resulting from the installation, operation, maintenance, repair, or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

9. Permittee shall, at its own expense, upon ninety (90) days written notice to Permittee from the District, remove or relocate any facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient, or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.

10. Permittee shall, at its own expense and within a reasonable time, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.

11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.

12. If Permittee shall violate any of the terms or conditions of this Permit or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.

13. This Permit may not be assigned without approval of the Board of Supervisors of the District.

14. Permittee shall reimburse the District for its legal, engineering, and other expenses incurred as a result of the implementation of the project during permit review and approval, and during construction.

15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorney's fees and litigation expenses.

16. Construction shall begin within 2 years from the date of issuance. An extension of 2 years may be granted by the Executive Director upon receipt of a written request. Further extensions require Board approval.

INDIAN TRAIL IMPROVEMENT DISTRICT

WITNESSES:

By: _____ Date: _____

_____

Name Typed: _____

_____

Title: _____
President or Vice President, Board of Supervisors

Note: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

PERMIT INFORMATION

OWNER

Florida Power & Light Company	
C/O Errica Hunter	561-640-2366
Name	Business Phone
6001 Village Blvd	Errica.hunter@nextEraEnergy.com
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Tommy Phillips	305-863-4959
Name	Business Phone
6001 Village Blvd	
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

G E N E R A L C O N D I T I O N S

A. GENERAL

1. This Permit does not constitute a waiver or approval of any other permit from other agencies which may be required for the total project.

2. Notification shall be given to the District Engineer forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the work is deemed completed, a final inspection shall be held by the District Engineer in the presence of a representative of the Permittee.

3. The installation shall be constructed in full accordance with the approved plans and specifications. Deviations from the plans shall be coordinated with the office of the District Engineer.

4. When working in District road rights-of-way, not more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication, Manual on "Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations".

5. The Permittee shall protect the District against liability, public or private, resulting from their operation hereunder. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of the Permit.

6. This Permit shall not be construed as a representation that the District has sole authority with respect to the pertinent property.

7. Permittee shall retain a professional engineer licensed in the State of Florida, to conduct on-site observations of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. The required improvements shall not be considered complete until a certificate of completion, certifying to construction in conformance with the approved drawings, and the final project records have been submitted to, reviewed, and approved by the District Engineer.

The engineer's certification shall be as follows:

I hereby notify the Indian Trail Improvement District of the completion of construction of the permitted project and certify that the work has been constructed in substantial conformance with the drawings permitted by the Indian Trail Improvement District. Copies of the Record Drawings, in the proper format, are enclosed with deviations noted.

8. Upon completion of the installation and after the final inspection, THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF "RECORD DRAWINGS". FAILURE TO PROVIDE RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT. The Record Drawings should include (1) set of PDF files, and the corresponding digital AutoCAD file. All items should be on the Florida State Plane Coordinate System, NAD 1983 East Feet, and geo-referenced to an identified Palm Beach County section center. If Permittee cannot provide, District Engineer will at Permittee's expense.

9. Roadway Pavement replacement shall be in accordance with the "Typical Roadway Pavement Replacement Detail".

10. If, within one (1) year after the date of District acceptance of the pavement replacement, any work covered under this Permit is found to be defective by the District, Permittee shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective work. If Permittee does not completely comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected, or rejected work removed and replaced, and all direct and indirect costs of such removal, replacement, or correction, including compensation for additional professional services, shall be paid by the Permittee.

11. Permittee agrees not to cause or permit the Property to be used for the generation, handling, storage, transportation, disposal, or release of any Hazardous Materials, except as exempted or permitted under applicable Environmental Laws, and Permittee shall not cause or permit the property, or any activities conducted thereon, to be in violation of any applicable Environmental Laws. Permittee agrees to indemnify the District and hold the District and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and order, judgments, remedial action, requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, directly or indirectly resulting in whole or in part from Permittee's violation of any Environmental Laws applicable to the Property, or any activity conducted thereon caused by Permittee or its employees, agents, licensees, invitees, guests or any other

party under Permittee's control, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials or in connection with the Property caused by Permittee or its employees, agents, licensees, invitees, guests, or any other party under Permittee's control, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws as a result thereof. All sums paid and costs incurred by the District with respect to the foregoing matters shall be payable by Permittee as additional permit fees hereunder.

12. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 Nephelometric Turbidity Units above background level. Adequate silt containment procedures and equipment shall be used to control turbidity at all times. Water samples to be taken upstream and downstream prior to construction and during construction daily and made available to the District at their request.

13. The Permittee shall be obligated throughout the term of this Permit to provide insurance coverage in accordance with the attached exhibit titled "Insurance Coverage".

B. UNDERGROUND UTILITIES

1. All underground utilities shall have a minimum cover of forty-two (42") inches below profile grade of District waterways and thirty (30") inches below profile grade of District roadways.

2. All utility installations shall maintain a minimum clearance of twelve (12") inches, either over or under culverts and shall be protected; however, other depths may be specified by the District Engineer.

3. The roadway right-of-way, in its entirety, shall be left in as good a condition as that which existed before construction. A mutual inspection shall be made of all existing facilities within the construction area no later than twenty-four (24) hours before the work begins.

4. All installations shall be constructed in a workmanlike manner:
   a. Trenches shall be refilled in a thoroughly compacted manner so that no future settling will occur.

   b. The Permittee shall, at the request of the District Engineer or his duly authorized representative, submit copies of density reports of density determinations by an independent testing laboratory when paved roadway surfaces have been cut. If density reports are requested, they shall be furnished prior to final inspection.
   c. The finished surface of the excavated area shall be replaced with the same type materials as existed when the work began, such as sod for sod, shell

for shell, etc.

5. Where fill, slopes, shoulders and/or ditches are disturbed, they shall be stabilized as directed by the District Engineer or his duly authorized representative, in a manner that will afford protection against erosion.

6. All pavement crossings, if made subsequent to final placement of base material and pavement surface, shall be made by jacking, boring or augering, and shall contain an adequate casing if required by the District Engineer.

SPECIAL CONDITIONS

1. Permittee shall prevent on-site erosion and sediment from leaving the site during construction. At completion of construction, all non-paved areas shall be sodded.

2. All drainage pipe and installation thereof shall conform to the requirements of Florida DOT specifications, latest applicable sections to date.

3. The requirements for pipe backfill shall be as defined in Florida DOT specifications (AASHTO T-99 or T-180). Permittee shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavated areas and provide protection against soil erosion.

4. Permittee shall forward all test results (except building tests) to the District Engineer.

5. Permittee shall comply with all conditions imposed by the District and/or other governing agencies, including but not limited to the following:

   a. Permittee shall utilize best management practices at each storm inlet in accordance with the final approved plans.

   b. Permittee shall construct stormwater treatment facilities in accordance with the existing South Florida Water Management District permit. A copy of such permit shall be provided to the District.

6. Permittee shall insure that quantity of stormwater discharged into the District's canal will not cause erosion of the canal bank. If such discharge does cause erosion, Permittee shall be responsible, at its sole cost and expense, to maintain and repair said canal bank.

7. If the works of the Permittee require the obtaining of an Environmental Protection Agency NPDES Permit, then the Permittee shall be required to obtain the appropriate NPDES Permit and provide a copy of the NPDES Permit and NPDES stormwater pollution prevention plan to both Palm Beach County and the District prior to commencement of the subject works.

8. The Permittee shall be required to: (a) implement a maintenance program for the permitted works, (b) carry out an annual inspection of the permitted works and (c) following inspection, have an inspection report prepared by a qualified professional. The Permittee shall be responsible for retaining a copy of said inspection report and providing a copy of same to the District by February 1st of each year.

9. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party, or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be obligated to comply with all of the conditions of this Permit including, without limitation, implementation of the above mentioned maintenance program and the provision of the annual inspection report to the District.

10. If any act of negligence, omission, or commission by the Permittee or third party operator should adversely affect Palm Beach County's obligations under the County's NPDES Permit, then Permittee shall within forty-eight hours following receipt of written notice by the District of such act promptly cease and rectify same, otherwise this Permit shall be immediately suspended until such time as reinstated by the District in writing.

11. Permittee shall be solely responsible for ensuring that all stormwater discharge meets the applicable water quality standards. In the event that the discharge does not meet such standards, Permittee must disconnect the stormwater inlet and shall be prohibited from discharging into the District's canal.

12. If Permittee fails to abide by Palm Beach County's NPDES Permit, the applicable water quality standards, or any of the conditions set forth herein, and fails to remedy same within ten (10) business days from the date of receipt of such notice of violation by the District, then the District shall have the right but not the obligation to initiate such remedial activity as the District deems necessary and appropriate. Any and all costs so incurred by the District shall be paid by the Permittee to the District within ten business days following receipt of a District invoice for same and if not paid the District may thereafter revoke this Permit without further notice or hearing.

13. Provide Maintenance of Traffic (MOT) as required in accordance with the Florida Department of Transportation (FDOT) Index 600 Series.

14. Permittee shall notify the District at least two (2) weeks prior to all temporary traffic lane closures implemented as part of the MOT during construction.

15. All proposed poles, including replacement of existing poles, and hand holes shall be located outside of ITID's canal right-of-ways. The same shall apply in the extension of ITID canal right-of-ways through ITID road rights-of-way, for example, where a canal crosses or dead ends at a road.

EXHIBIT
INSURANCE COVERAGE

GENERAL

Indian Trail Improvement District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

1.	State:	Statutory
2.	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
3.	Employer's Liability:	$ 500,000

Comprehensive General Liability:

1. Bodily Injury (including completed operations and Products Liability):

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate

Property Damage:

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate
or a combined single limit of	$1,000,000

2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable.

3. Personal Injury, with employee exclusion deleted

$1,000,000	Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:
   $ 500,000 Each Person
   $1,000,000 Each Occurrence

2. Property Damage:
   $ 500,000 Each Occurrence
   or a combined single limit of $1,000,000

Umbrella Excess Liability Insurance:

1. $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

2. The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

The comprehensive general liability insurance and umbrella insurance required herein shall include Owner and Engineer as additional insured.

Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

1. Bodily Injury: Each Occurrence
   $1,000,000

2. Property Damage:
   $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

COVER PAGE WR# 14406199

AVENIR 14462

GENERAL CONSTRUCTION NOTES
-ANY CHANGES TO PROPOSED DESIGN TO BE ADDRESSED WITH THE PROJECT ENGINEER/LEAD, NO EXCEPTIONS
-RELOCATE EXISTING TRIP SAVERS TO NEW POLE UNLESS OTHERWISE NOTED
-RELOCATE EXISTING O.L./S.L. BRACKETS TO NEW POLE UNLESS OTHERWISE NOTED
-ALL OH SVC DROPS ARE 1/0A TPX UNLESS NOTED OTHERWISE

INDIAN TRAIL IMPROVEMENT DISTRICT NOTIFICATION PERMIT

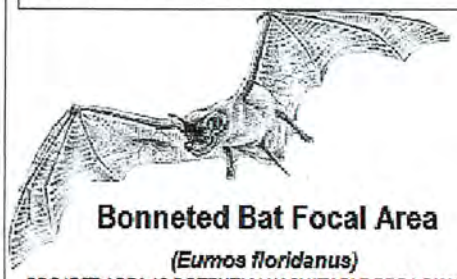
NOTIFY INDIAN TRAILS
IMPROVEMENT DISTRICT 48
HOURS PRIOR TO CONSTRUCTION

CONSTRUCTION LEGEND

- PROPOSED WOOD POLE
- REMOVE WOOD POLE
- EXISTING WOOD POLE
- PROPOSED CONCRETE POLE
- REMOVE CONCRETE POLE
- EXISTING CONCRETE POLE
- EXISTING TRANSMISSION POLE
- EXISTING TRANSMISSION POLE
- PROPOSED ANCHOR
- REMOVE ANCHOR
- PROPOSED OH TRANSFORMER
- PROPOSED SPLICE BOX
- PROPOSED HAND HOLE
- PROPOSED RISER
- XX LOCATION OF WORK BEING DONE
- PROPOSED OVERHEAD LINE
- EXISTING OVERHEAD LINE
- REMOVE OVERHEAD LINE

HIGH LIGHTNING AREA

-USE 45 KV POLYMER INSULATORS
-131-11320-0 CLAMP TOP VERTICAL
-131-11720-0 CLAMP TOP HORIZONTAL
-131-11620-3 TIE TOP
-131-18500-1 DEAD END
-INSTALL "LA" STATIONS AT 800' SPACING ON WOOD POLES & 400' SPACING ON CONCRETE POLES
-INSTALL "LA" STATIONS AT D.E. OR WITHIN 150'



Bonneted Bat Focal Area

(Eumos floridanus)

PROJECT AREA IS POTENTIALLY SUITABLE FORAGING & ROOSTING HABITAT FOR THE FEDERALLY ENDANGERED & PROTECTED FLORIDA BONNETED BAT

IF A CAVITY CONTAINS A BAT, STOP WORK AND CONTACT POWER DELIVERY ENVIRONMENTAL IMMEDIATELY

ALL PERMITS - GENERAL NOTES
* CALL SUNSHINE @ 1-800-432-4770 48 HRS BEFORE CONSTRUCTION BEGINS
* THE PERMIT SHALL BE ON SITE AT ALL TIMES DURING CONSTRUCTION
* SIDEWALK TO BE RESTORED TO ORIGINAL CONDITION (IF SIDEWALK IS AFFECTED)
* RESTORE AREA WITHIN 30 DAYS OF CONSTRUCTION BEFORE REQUESTING THE FINAL INSPECTION
* REQUEST FINAL INSPECTION UPON COMPLETION

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

TRANSFER FPL FACILITIES TO NEW ATT POLE

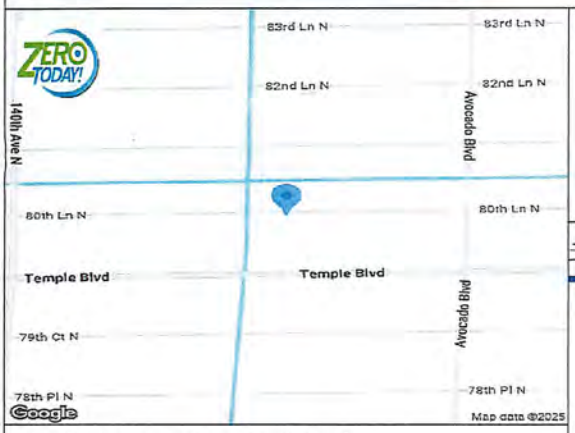


LOCATION: 1
COUNTY: PALM BEACH
LATITUDE, LONGITUDE: 26.796563, -80.256165
NJUNS: 6266229
NJUNS ADDRESS: 13722 80TH LN N
SUB/FEEDER: AVENIR / 414462

NOTIFY INDIAN TRAILS
IMPROVEMENT DISTRICT 48
HOURS PRIOR TO CONSTRUCTION

HIGH LIGHTNING & BONNETED BAT AREA
PLEASE SEE COVER PAGE

PRE-ARRANGED OUTAGE
NOTIFICATION REQUIRED
@ TLN 6-6829-5015-0-1
1 HR DURATION





Feet of ground rod installed _____
Ground Resistance (Ohms) _____

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



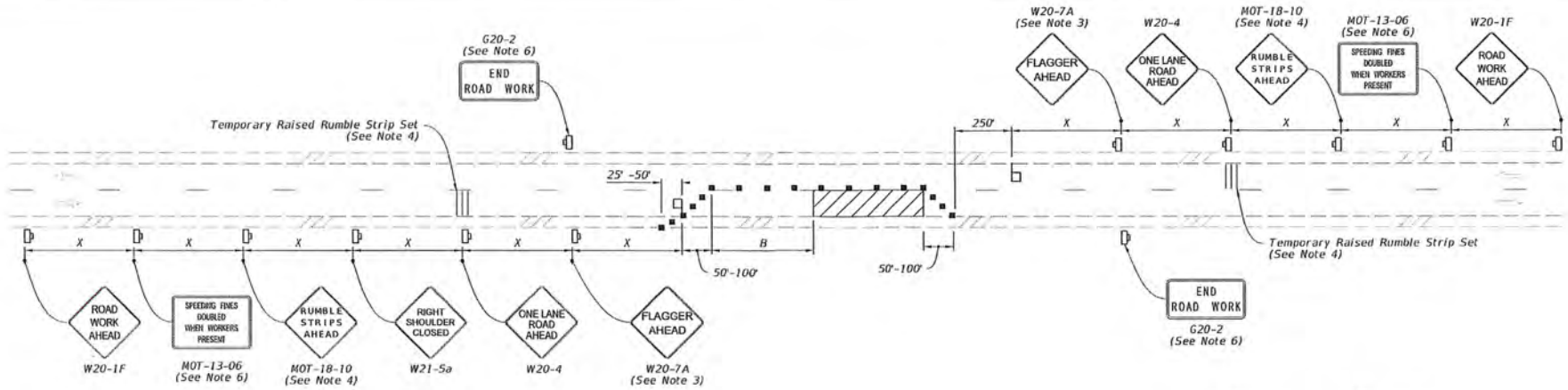
PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

NOTIFICATION 48 HOURS PRIOR TO START OF CONSTRUCTION.

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.	AS-BUILT COPY
Foreman's Signature / Date	Foreman's Signature / Date	Supervisor's Signature / Date	Initials / Cert. Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	FPL	M/A: WB	Township: 42 Range: 41 Section 21
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]		F414462 - ATT TRANSFERS - WOOD POLE - EXPEDITE	
PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	13722 80TH LN N	
WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]		F414462 1 AVENIR SUBSTATION, WEST PALM BEACH, FL, 33412	
Requested Tel. Co. Set Poles? [ ]		Tele. Attachment Per			Job Owner: Tommy Phillips	Date: 10/08/2025
Requested Tel. Co. Transfer? [ ]					Designer: Alan Trieu	Dwg No. 14406199_8x11 PIP.xml
Request CATV Transfer? [ ]					Scale: 1" = 60'	0' 60' 120'
POLE LINE FT:		DUCT BANK FT:			Map No. AJ0454	
POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:			WR: 14406199	Page 2 of 2

Size: 8 x 11
PRINTED BY: AXT0KVR
PLOT DATE/TIME: 10/08/2025 17:49:41



NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.

2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.

3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).

4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.

5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.

7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.

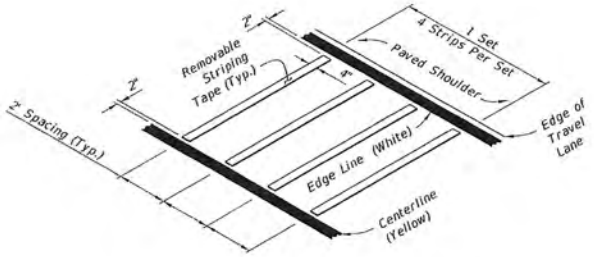
8. Railroad Crossings:

   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.

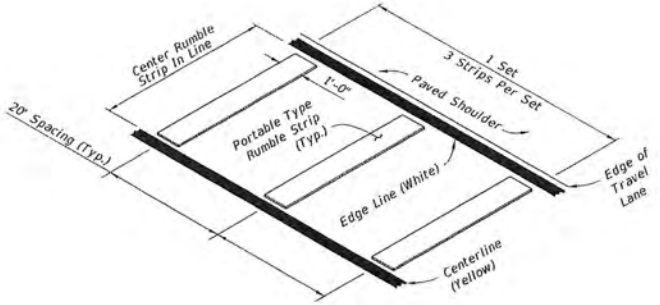
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



OPTION - 1
REMOVABLE STRIPING TYPE

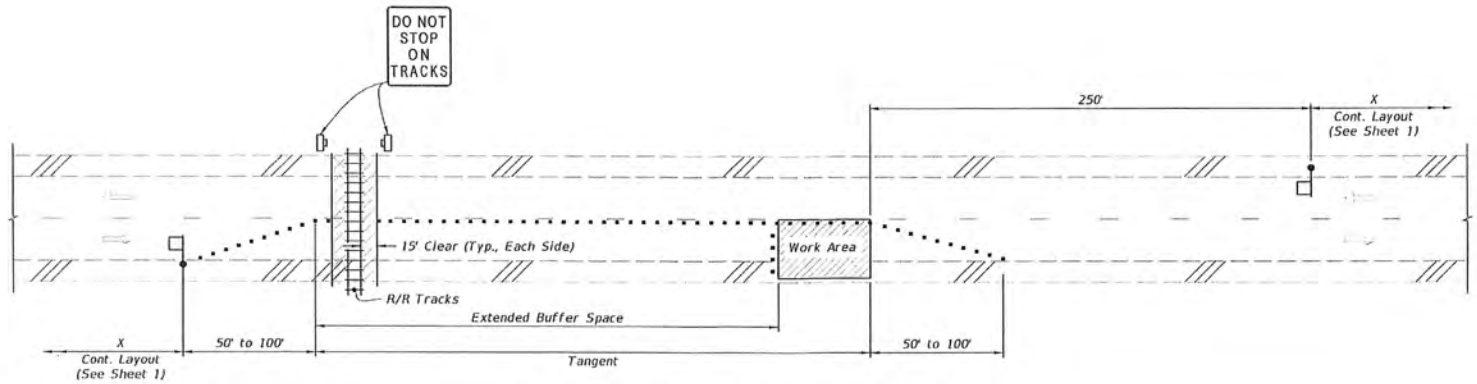


OPTION - 2
PORTABLE TYPE

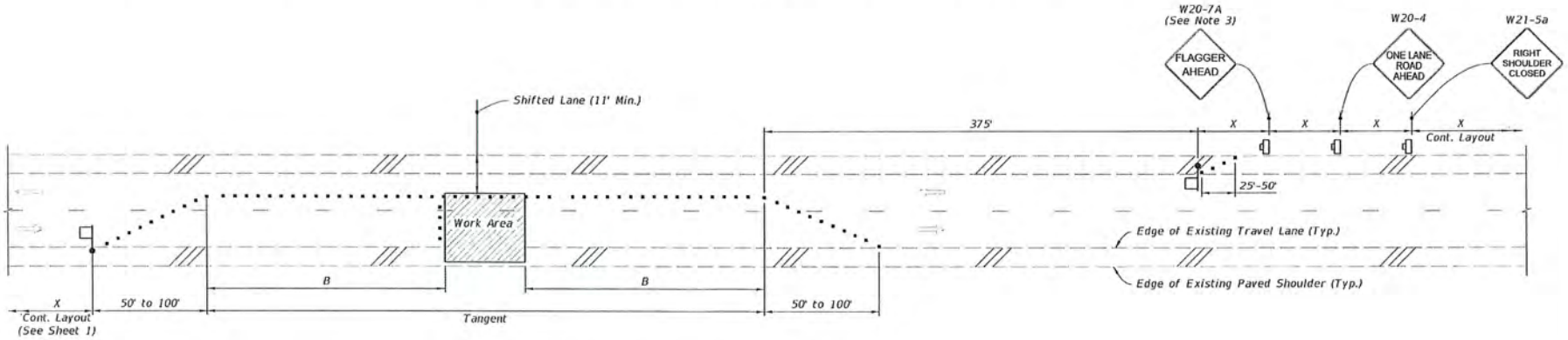
RUMBLE STRIP SETS

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/21			FDOT FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	102-603	1 of 2

9/10/2024 10:40:28 AM



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

SPECIAL CONDITIONS

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21					102-603	2 of 2

9/10/2024 10:46:35 AM

AGENDA ITEM NO. 12.8

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Permits
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval: SP-0625 FPL Remove Pole 12032 Orange.
BACKGROUND:	This special permit is to to **remove One (1) existing wood pole,** as shown on the **3 sheets** titled **"WR 14233886"** dated **11/05/25.**
FISCAL IMPACT:	There are no fiscal impacts as the permittee is responsible for payment of permit review and construction observation cost incurred by the district.
RECOMMENDATION:	Motion to approve SP 0625 with conditions and attachments.

ATTACHMENTS:
2026_0128_SP-0625 FPL Remove Pole 12032 Orange.pdf

SPECIAL PERMIT No. SP-0625

THIS PERMIT, granted this 28th day of January, 2026, by Indian Trail Improvement District, hereinafter referred to as the "District", 13476 61st Street North, West Palm Beach, Florida 33412, to FPL, hereinafter referred to as the "Permittee", is a non-exclusive permit to **remove One (1) existing wood pole,** as shown on the **3 sheets** titled **"WR 14233886"** dated **11/05/25**, attached hereto and made a part thereof.

W I T N E S S E T H:

1. Permittee agrees to obtain any necessary consents from the owners of the subject property, in the event the District does not own said lands; to obtain any and all applicable federal, state, and local permits required in connection with Permittee's use of the land; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the lands by Permittee pursuant to this Permit.

2. Permittee understands and agrees that the use of the property pursuant to this Permit is subordinate to the rights and interest of the District and to the extent applicable, that of the landowner. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations by the District whatsoever regarding the District's right, title, or ownership as to the subject property for which this Permit is sought.

3. District specifically reserves the right to maintain its facilities located on the property; to make improvements; add additional facilities; maintain, construct, or alter roads; maintain any facilities, devices or improvements on the property which aid in, or are necessary to, District operation; and the right to enter upon the lands at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the District, from time to time, may require Permittee to relocate, alter or remove its facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the District, in its reasonable opinion, from properly and faithfully constructing, improving, and maintaining its facilities. District retains the right to enter upon the lands and make said relocation, alterations or removal of Permittee's facilities, equipment, and other improvements if Permittee fails to do so within a reasonable time; and Permittee hereby agrees to reimburse District for all its costs and expenses incurred in connection therewith upon demand.

4. Permittee agrees that it will not use the property in any manner which materially interferes with the District's use of lands or causes a hazardous condition to exist.

5. The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

6. Permittee shall adhere to the General and Special Conditions attached hereto and made a part hereof.

7. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities, roads and rights-of-way of the District resulting from the installation, operation, maintenance, repair, or removal of the above, and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

8. Permittee shall, at its own expense, promptly repair or replace any and all damage to the facilities of others resulting from the installation, operation, maintenance, repair, or removal of the above and restore same to a condition substantially equal to that which existed immediately prior to infliction of the damage.

9. Permittee shall, at its own expense, upon ninety (90) days written notice to Permittee from the District, remove or relocate any facility of the Permittee that is found by the District to be interfering in any material way with the safe, convenient, or continuous use, maintenance or repair of any District facility or road. Failure or neglect of the Permittee to remove or relocate such facility within the allocated time may result in District's removal or relocation of said facility, wherein the Permittee shall promptly pay the District for all District expenses incurred by such removal or relocation.

10. Permittee shall, at its own expense and within a reasonable time, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the District.

11. Permittee does hereby indemnify and hold harmless the District, its Board of Supervisors, officers and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from, the implementation of the proposed project of the Permittee.

12. If Permittee shall violate any of the terms or conditions of this Permit or shall not correct or remedy same within thirty (30) days of receiving written notice from the Board of Supervisors of the District or its duly authorized representative, then, and in that event, said Board of Supervisors may, at its option, revoke, cancel and terminate this Permit.

13. This Permit may not be assigned without approval of the Board of Supervisors of the District.

14. Permittee shall reimburse the District for its legal, engineering, and other expenses incurred as a result of the implementation of the project during permit review and approval, and during construction.

15. If either Party hereto is required to bring a court action to enforce the provisions of this Permit, the non-prevailing party in such action shall be responsible for all reasonable expenses, including, but not limited to, attorney's fees and litigation expenses.

16. Construction shall begin within 2 years from the date of issuance. An extension of 2 years may be granted by the Executive Director upon receipt of a written request. Further extensions require Board approval.

INDIAN TRAIL IMPROVEMENT DISTRICT

WITNESSES:

By: _____ Date: _____

_____

Name Typed: _____

_____

Title: _____
President or Vice President, Board of Supervisors

Note: The District assumes no responsibility for the ownership, operation and/or maintenance of the facilities permitted herein.

PERMIT INFORMATION

OWNER

Florida Power & Light Company	
C/O Errica Hunter	561-640-2366
Name	Business Phone
6001 Village Blvd	Errica.hunter@nextEraEnergy.com
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

ATTORNEY

Name	Business Phone
Address	Other
City, State, Zip Code	

ENGINEER

Tommy Phillips	305-863-4959
Name	Business Phone
6001 Village Blvd	
Address	Other
West Palm Beach, Florida 33407	
City, State, Zip Code	

OTHER REPRESENTATIVE/PROFESSIONAL

Name	Business Phone
Address	Other
City, State, Zip Code	

G E N E R A L C O N D I T I O N S

A. GENERAL

1. This Permit does not constitute a waiver or approval of any other permit from other agencies which may be required for the total project.

2. Notification shall be given to the District Engineer forty-eight (48) hours prior to commencement of construction. The District Engineer shall establish points of construction that require inspection, if any. When the work is deemed completed, a final inspection shall be held by the District Engineer in the presence of a representative of the Permittee.

3. The installation shall be constructed in full accordance with the approved plans and specifications. Deviations from the plans shall be coordinated with the office of the District Engineer.

4. When working in District road rights-of-way, not more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication, Manual on "Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations".

5. The Permittee shall protect the District against liability, public or private, resulting from their operation hereunder. The District Engineer is deemed the final authority as to the quality and quantity of work required to satisfy the terms and conditions of the Permit.

6. This Permit shall not be construed as a representation that the District has sole authority with respect to the pertinent property.

7. Permittee shall retain a professional engineer licensed in the State of Florida, to conduct on-site observations of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. The required improvements shall not be considered complete until a certificate of completion, certifying to construction in conformance with the approved drawings, and the final project records have been submitted to, reviewed, and approved by the District Engineer.

The engineer's certification shall be as follows:

I hereby notify the Indian Trail Improvement District of the completion of construction of the permitted project and certify that the work has been constructed in substantial conformance with the drawings permitted by the Indian Trail Improvement District. Copies of the Record Drawings, in the proper format, are enclosed with deviations noted.

8. Upon completion of the installation and after the final inspection, THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF "RECORD DRAWINGS". FAILURE TO PROVIDE RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT. The Record Drawings should include (1) set of PDF files, and the corresponding digital AutoCAD file. All items should be on the Florida State Plane Coordinate System, NAD 1983 East Feet, and geo-referenced to an identified Palm Beach County section center. If Permittee cannot provide, District Engineer will at Permittee's expense.

9. Roadway Pavement replacement shall be in accordance with the "Typical Roadway Pavement Replacement Detail".

10. If, within one (1) year after the date of District acceptance of the pavement replacement, any work covered under this Permit is found to be defective by the District, Permittee shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective work, or, if it has been rejected by the District, remove it from the site and replace it with non-defective work. If Permittee does not completely comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected, or rejected work removed and replaced, and all direct and indirect costs of such removal, replacement, or correction, including compensation for additional professional services, shall be paid by the Permittee.

11. Permittee agrees not to cause or permit the Property to be used for the generation, handling, storage, transportation, disposal, or release of any Hazardous Materials, except as exempted or permitted under applicable Environmental Laws, and Permittee shall not cause or permit the property, or any activities conducted thereon, to be in violation of any applicable Environmental Laws. Permittee agrees to indemnify the District and hold the District and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and order, judgments, remedial action, requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, directly or indirectly resulting in whole or in part from Permittee's violation of any Environmental Laws applicable to the Property, or any activity conducted thereon caused by Permittee or its employees, agents, licensees, invitees, guests or any other

party under Permittee's control, or from any use, generation, handling, storage, transportation, disposal or release of Hazardous Materials or in connection with the Property caused by Permittee or its employees, agents, licensees, invitees, guests, or any other party under Permittee's control, or any contamination, detoxification, closure, cleanup or other remedial measure required under any Environmental Laws as a result thereof. All sums paid and costs incurred by the District with respect to the foregoing matters shall be payable by Permittee as additional permit fees hereunder.

12. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 Nephelometric Turbidity Units above background level. Adequate silt containment procedures and equipment shall be used to control turbidity at all times. Water samples to be taken upstream and downstream prior to construction and during construction daily and made available to the District at their request.

13. The Permittee shall be obligated throughout the term of this Permit to provide insurance coverage in accordance with the attached exhibit titled "Insurance Coverage".

B. UNDERGROUND UTILITIES

1. All underground utilities shall have a minimum cover of forty-two (42") inches below profile grade of District waterways and thirty (30") inches below profile grade of District roadways.

2. All utility installations shall maintain a minimum clearance of twelve (12") inches, either over or under culverts and shall be protected; however, other depths may be specified by the District Engineer.

3. The roadway right-of-way, in its entirety, shall be left in as good a condition as that which existed before construction. A mutual inspection shall be made of all existing facilities within the construction area no later than twenty-four (24) hours before the work begins.

4. All installations shall be constructed in a workmanlike manner:
   a. Trenches shall be refilled in a thoroughly compacted manner so that no future settling will occur.

   b. The Permittee shall, at the request of the District Engineer or his duly authorized representative, submit copies of density reports of density determinations by an independent testing laboratory when paved roadway surfaces have been cut. If density reports are requested, they shall be furnished prior to final inspection.
   c. The finished surface of the excavated area shall be replaced with the same type materials as existed when the work began, such as sod for sod, shell

for shell, etc.

5. Where fill, slopes, shoulders and/or ditches are disturbed, they shall be stabilized as directed by the District Engineer or his duly authorized representative, in a manner that will afford protection against erosion.

6. All pavement crossings, if made subsequent to final placement of base material and pavement surface, shall be made by jacking, boring or augering, and shall contain an adequate casing if required by the District Engineer.

SPECIAL CONDITIONS

1. Permittee shall prevent on-site erosion and sediment from leaving the site during construction. At completion of construction, all non-paved areas shall be sodded.

2. All drainage pipe and installation thereof shall conform to the requirements of Florida DOT specifications, latest applicable sections to date.

3. The requirements for pipe backfill shall be as defined in Florida DOT specifications (AASHTO T-99 or T-180). Permittee shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavated areas and provide protection against soil erosion.

4. Permittee shall forward all test results (except building tests) to the District Engineer.

5. Permittee shall comply with all conditions imposed by the District and/or other governing agencies, including but not limited to the following:

   a. Permittee shall utilize best management practices at each storm inlet in accordance with the final approved plans.

   b. Permittee shall construct stormwater treatment facilities in accordance with the existing South Florida Water Management District permit. A copy of such permit shall be provided to the District.

6. Permittee shall insure that quantity of stormwater discharged into the District's canal will not cause erosion of the canal bank. If such discharge does cause erosion, Permittee shall be responsible, at its sole cost and expense, to maintain and repair said canal bank.

7. If the works of the Permittee require the obtaining of an Environmental Protection Agency NPDES Permit, then the Permittee shall be required to obtain the appropriate NPDES Permit and provide a copy of the NPDES Permit and NPDES stormwater pollution prevention plan to both Palm Beach County and the District prior to commencement of the subject works.

8. The Permittee shall be required to: (a) implement a maintenance program for the permitted works, (b) carry out an annual inspection of the permitted works and (c) following inspection, have an inspection report prepared by a qualified professional. The Permittee shall be responsible for retaining a copy of said inspection report and providing a copy of same to the District by February 1st of each year.

9. If any of the works which are the subject of this Permit are conveyed, assigned, transferred, gifted to any third party, or are operated by a third party, then the Permittee shall be obligated to provide a copy of this Permit and its conditions to said successor, assign or operating entity. Further, such successor, assign or operating entity shall be obligated to comply with all of the conditions of this Permit including, without limitation, implementation of the above mentioned maintenance program and the provision of the annual inspection report to the District.

10. If any act of negligence, omission, or commission by the Permittee or third party operator should adversely affect Palm Beach County's obligations under the County's NPDES Permit, then Permittee shall within forty-eight hours following receipt of written notice by the District of such act promptly cease and rectify same, otherwise this Permit shall be immediately suspended until such time as reinstated by the District in writing.

11. Permittee shall be solely responsible for ensuring that all stormwater discharge meets the applicable water quality standards. In the event that the discharge does not meet such standards, Permittee must disconnect the stormwater inlet and shall be prohibited from discharging into the District's canal.

12. If Permittee fails to abide by Palm Beach County's NPDES Permit, the applicable water quality standards, or any of the conditions set forth herein, and fails to remedy same within ten (10) business days from the date of receipt of such notice of violation by the District, then the District shall have the right but not the obligation to initiate such remedial activity as the District deems necessary and appropriate. Any and all costs so incurred by the District shall be paid by the Permittee to the District within ten business days following receipt of a District invoice for same and if not paid the District may thereafter revoke this Permit without further notice or hearing.

13. Provide Maintenance of Traffic (MOT) as required in accordance with the Florida Department of Transportation (FDOT) Index 600 Series.

14. Permittee shall notify the District at least two (2) weeks prior to all temporary traffic lane closures implemented as part of the MOT during construction.

15. All proposed poles, including replacement of existing poles, and hand holes shall be located outside of ITID's canal right-of-ways. The same shall apply in the extension of ITID canal right-of-ways through ITID road rights-of-way, for example, where a canal crosses or dead ends at a road.

EXHIBIT
INSURANCE COVERAGE

GENERAL

Indian Trail Improvement District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

1.	State:	Statutory
2.	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
3.	Employer's Liability:	$ 500,000

Comprehensive General Liability:

1. Bodily Injury (including completed operations and Products Liability):

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate

Property Damage:

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate
or a combined single limit of	$1,000,000

2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable.

3. Personal Injury, with employee exclusion deleted

$1,000,000	Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:
   $ 500,000 Each Person
   $1,000,000 Each Occurrence

2. Property Damage:
   $ 500,000 Each Occurrence
   or a combined single limit of $1,000,000

Umbrella Excess Liability Insurance:

1. $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

2. The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

The comprehensive general liability insurance and umbrella insurance required herein shall include Owner and Engineer as additional insured.

Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

1. Bodily Injury: Each Occurrence
   $1,000,000

2. Property Damage:
   $1,000,000 Each Occurrence
   $1,000,000 Annual Aggregate

Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

LOCN	Ticket	Address	Latitude	Longitude
3	5330535	12032 Orange Grove Blvd, West Palm Beach, FL 33411, USA	26.743569	-80.231762

PULL 1 POLE AT EACH SPECIFIED LOCATION



CONSTRUCTION NOTES
- NOTIFY INDIAN TRAILS IMPROVEMENT DISTRICT 48 HRS BEFORE CONSTRUCTION

PCN 00-41-43-10-00-000-5010

POLE LEGEND
- = EXISTING POLE
- = POLE TO BE REMOVED

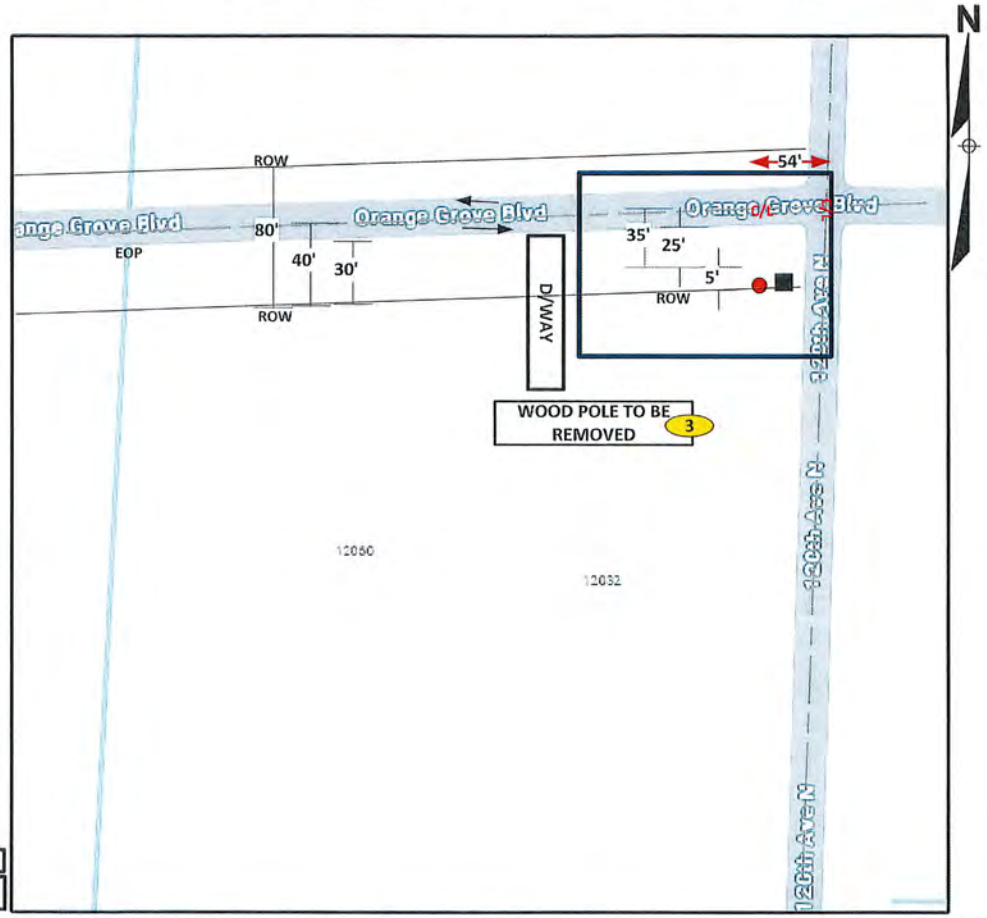
TO =3'

LEGEND
- EOP-EDGE OF PAVEMENT
- ROW-RIGHT OF WAY
- CL-CENTER LINE
- D/WAY-DRIVEWAY

MOT 604

FLAGGERS REQUIRED

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____



POLES ARE TO BE PULLED COMPLETELY OUT OF THE GROUND. HOLE FILLED AND SOIL COMPACTED. NO APPROVAL WILL BE GRANTED FOR A POLE TO BE CUT OFF AT GROUND LEVEL.

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead for further instructions.



Call Sunshine @ 1-800-432-4770 at least 48 hs prior to construction

AS-BUILT CREW PRINT — FOREMAN'S SIGNATURE — DATE

ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS. — FOREMAN'S SIGNATURE — DATE

JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS — SUPERVISOR'S SIGNATURE — DATE

AS-BUILT COPY — INITIALS — CERT. DATE

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒			
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒			
Trees Access? Yes ☐ No ☒	Tree Staking Reqd? Yes ☐ No ☒				
PERMIT REQ'D City	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒ Tele. Attachment Per
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CATV Transfer? YES ☐ NO ☒ Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	-	Map Posting? YES ☐ NO ☒ Posted by:	

FPL

PULL POLES
VARIOUS FDR: MULTIPLE
WEST PALM BEACH, FL

Designed by:	YOLANDA APODACA	Date:	11/05/25
Drawn by:	YA	Check by:	Dwg No. Page 1
Rural Location Sec.	11	TWP. 43 S,R. 41 E.	
SCALE:	1"=40	St. Lt MAP No.	Pri Map No. AJ0445
WR	14233886		M/A WB

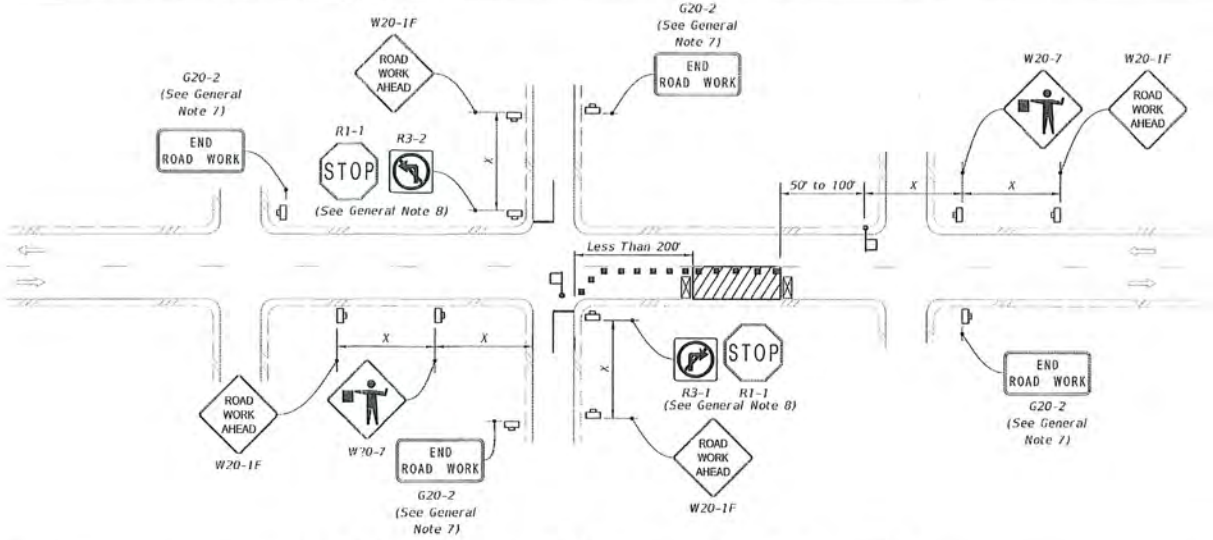
• Remove (1) Existing Wood Pole.

GENERAL NOTES:

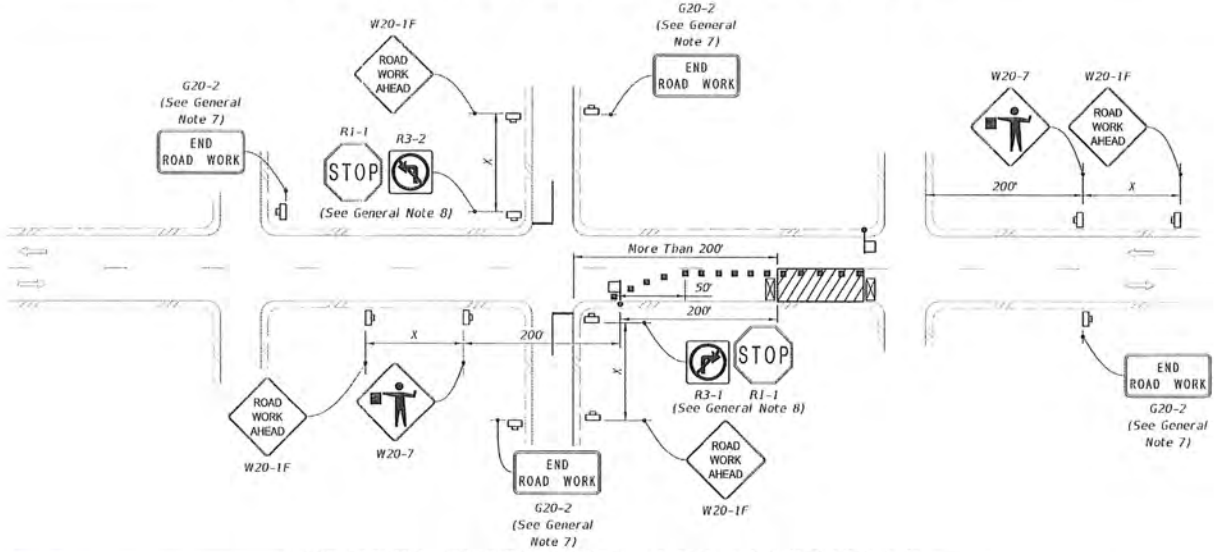
1. This Index applies to two-lane, two-way roadways with work within or near the intersection.
2. X = Work Zone Sign Spacing
   See Index 102-600 for "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with text (W20-7A) instead of "Flagger Ahead" sign with symbol (W20-7).
4. If vehicles in a parking zone block the line of sight to TCZ signs, locate and post mount signs in accordance with Index 700-101.
5. If the work area extends across a crosswalk, close the crosswalk in accordance with Index 102-660.
6. For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 102-603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.
7. The "End Road Work" signs (G20-2) along with the associated work zone sign distances may be omitted when the work zone will be in place for 24 hours or less.
8. As an option to the "STOP" sign (R1-1) and Restricted Left/Right Turning Movement sign (R3-1 or R3-2), the "SIDE ROAD INTERSECTING THE WORK ZONE" flagging operation from Index 102-600 may be used.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Stop Bar
- Flagger
- Lane Identification and Direction of Traffic



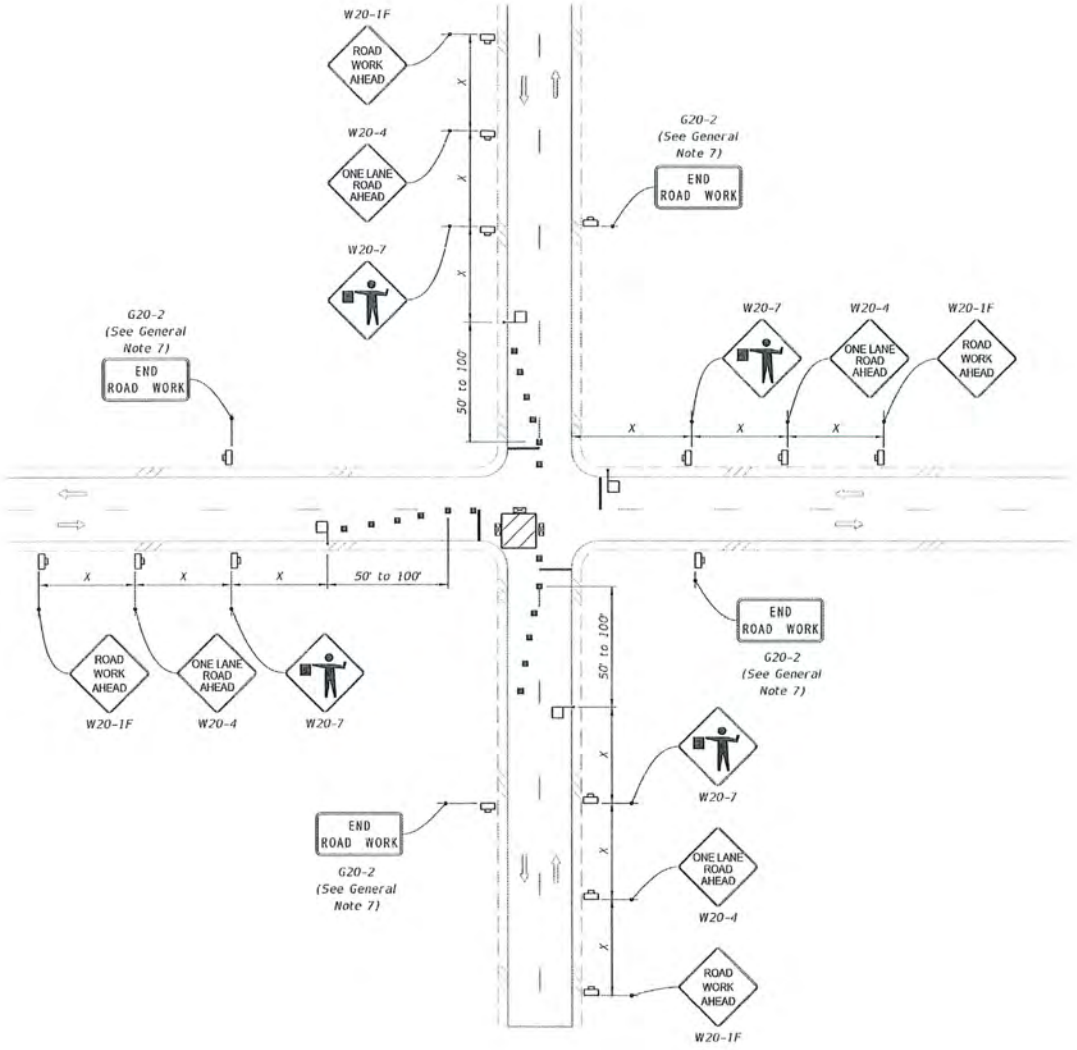
LANE CLOSURE FOR WORK LESS THAN 200' FROM INTERSECTION



LANE CLOSURE FOR WORK MORE THAN 200' FROM INTERSECTION

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY, INTERSECTION WORK	INDEX	SHEET
11/01/22						102-604	1 of 2

9/10/2024 10:48:06 AM



WORK IN INTERSECTION OF TWO-LANE ROADWAY

10-48-07 AM
9/10/2024

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY, INTERSECTION WORK	INDEX	SHEET
11/01/22					102-604	2 of 2

AGENDA ITEM NO. 12.9

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: January 28, 2026

SUBMITTED BY:

DEPARTMENT: Parks

ITEM TYPE: Contracts/Agreements/Leases

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Approval: Final change order for LTG Sports Turf One, LLC.

BACKGROUND: Indian Trail Improvement District currently leases approximately 28-acres of Acreage Community Park South Expansion from Palm Beach County.

On April 4, 2017, the County adopted a project plan to implement the Surtax funded projects which included an ITID park project allocation of $3,000,000 toward the construction of a recreation center at Acreage Community Park South Expansion.

On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to other deferred outdoor recreation infrastructure amenities such as multipurpose fields, skate park, and associated infrastructure. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022, meeting, and recommended the reallocation be approved. The Infrastructure Surtax Funding Agreement allows for reimbursement of eligible expenses for the development, design, permitting and/or construction of the project in an amount not to exceed $3,000,000 for this project.

The Infrastructure Surtax Funding Agreement with Palm Beach County was fully executed on February 7, 2023, with a three (3) year term ending on February 7, 2026. The Parks Director has spoken

with the County, and they have requested that the District provides any amendments to the Agreement on a letter head along with a revised construction scope and any substantiating backup regarding the request.

Unfortunately, this project had been delayed due to permitting issues with SFWMD that Palm Beach County required as part of their permitting process.

One of the projects approved per the IST Agreement was for the installation of an artificial turf field at Acreage Community Park South Expansion. This project was awarded to LTG Sports Turf One, LLC and has been completed and approved by the District and District Engineers.

LTG Sports Turf One, LLC, submitted their final change order for final payment. This change order falls under the reimbursement from the $3,000,000 approved by Palm Beach County through the IST Agreement.

The following items were adjusted in order to meet the permit requirements from SFWMD.

Price for material and labor:
- Synthetic Turf Addition:
  - Synthetic turf material and infill
  - Labor for installation and seaming
  - Layout adjustments and integration with existing turf
  - Incidentals required to complete the additional coverage.

Total: $38,950.00

- Modification to Loop Drain Trench Dimensions:
  - Trench sizing for the loop drain increased to 5" x 6" to accommodate revised drainage requirements. Based on code revisions.
  - Increased trench dimensions
  - Increased quantities of stone, bedding, and backfill materials
  - Additional labor and equipment
  - Spoils handling and disposal
  - Coordination with existing underground conditions

Total: $24,685.00

- Revision to Drainage Basin Specifications:
  - Supply and Installation of Nyloplast Drainage Basins revised from 6"-10" to 18"-24" to meet updated design and performance criteria.
  - Increased excavation and structural preparation
  - Labor to connect loop drain system
  - Integration with surrounding drainage infrastructure

Total: $18,336.00

For a Change Order total of $81,971.00

FISCAL IMPACT: Change Order: $81,971.00

Funds reimbursed per IST Agreement with Palm Beach County

RECOMMENDATION: Motion to approve final change order for LTG Sports Turf One, LLC.

ATTACHMENTS:

PCO No. 5 - Drainage Revisions ST Increase.pdf

"Building Champions from the Ground Up"
2240 W. Woolbright Road, Suite 208
Boynton Beach, FL 33426
Tel (561) 225-1113
www.LTGSportsTurfOne.com

Proposed Change Order

To: LTG Sports Turf One, LLC
2240 W Woolbright Ave, Suite 208
Boynton Beach, FL 33426
Ph: (561)225-1113

Number: □□□

Date: 01/21/2026

Job: 43-01551 LTGS01- Acreage Park
Acreage Park
6701 140th Ave North
Loxahatchee, FL 33470

Description: **□□e □ra□nage □e□s□ons and □dd□□onal □□n□he□c T□r□□ns□alla□□on**

The below changes are due to revisions in contract design.

Description	Quantity	Unit Price	Price
- Synthetic Turf Addition: - Synthetic turf material and infill - Labor for installation and seaming - Layout adjustments and integration with existing turf - Incidentals required to complete the additional coverage.	1.00 ls	$38,950.00	$38,950.00
- Modification to Loop Drain Trench Dimensions: - Trench sizing for the loop drain increased to 5" x 6" to accommodate revised drainage requirements. Based on code revisions. - Increased trench dimensions - Increased quantities of stone, bedding, and backfill materials - Additional labor and equipment - Spoils handling and disposal - Coordination with existing underground conditions	1.00 ls	$24,685.00	$24,685.00
- Revision to Drainage Basin Specifications: - Supply and Installation of Nyloplast Drainage Basins revised from 6"-10" to 18"-24" to meet updated design and performance criteria. - Increased excavation and structural preparation - Labor to connect loop drain system - Integration with surrounding drainage infrastructure	1.00 ls	□18,336.00	□18,336.00
		Subtotal:	$81,971.00
		To□al□	**□□□□□□□□**

Submitted by: Dave Livingston

Approved by: _____

Print Name: _____

Date: _____

AGENDA ITEM NO. 13.1

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Scarlet Cantley
DEPARTMENT:	Administration
ITEM TYPE:	Reports
AGENDA SECTION:	STAFF PRESENTATIONS (No Action Required)
SUBJECT:	Notice of Request for Proposal (RFP), Request for Qualifications, and Potential Grants

BACKGROUND:

ITB, RFQ:
None to report.

M2 and M3 Mowing RFP: The First RFP for mowing would consist of the M2 and M3 Basins only. The RFP for M1 Upper and Lower Basin would follow.

Potential/Future Grants:

Water Rescource Development Act: This is a Federal Program the District will apply for through Congressman's Brian Mast's office for $75,000,000. The District through will also be seeking bipartisan support.

2025 SFWMD Cooperative Funding Program: The District can apply for up to $10,000,000 with 50% match. Grant application due date February 20, 2026. This grant if funded would be used for the 640 acres impoundment area.

Recreational Trails Program (RTP): The District can apply for up to $500,000 with up to 50% Match for safety fencing along entire 130th for equestrian trail. Application Deadline February 28, 2026.

Community Planning and Technical Assistance Grants: The District cannot apply directly for this grant; however, Ms. Cantley has asked Ms. Delaney with TRCPC if they could apply on behalf of the District. The maximum grant amount is $75,000 with 0% match. Grant funds would be used to create a Master Plan for the District. Application Deadline is May 2026.

FISCAL IMPACT: All items listed are subject to reimbursement submittals.

RECOMMENDATION: Update to Board of Supervisors - no action necessary

---

ATTACHMENTS:

CALDWELL PACETTI
EDWARDS SCHOECH & VIATOR LLP

MANLEY P. CALDWELL, JR.
KENNETH W. EDWARDS
CHARLES F. SCHOECH
MARY M. VIATOR
FRANCES M. BETHEL
WILLIAM P. DONEY
FRANK S. PALEN
JOHN A. WEIG

OF COUNSEL
BETSY S. BURDEN

ATTORNEYS AT LAW

1555 PALM BEACH LAKES BLVD.
SUITE 1200
WEST PALM BEACH, FLORIDA 33401

www.caldwellpacetti.com

TELEPHONE: (561) 655-0620
TELECOPIER: (561) 655-3775

MEMORANDUM

TO: Board of Supervisors of the Indian Trail Improvement District
FROM: Caldwell Pacetti Edwards Schoech & Viator LLP
DATE: January 21, 2026
RE: Legal Status Report for January 28, 2026 Board of Supervisors Meeting

The following is a summary of work in progress and the status thereof, for Indian Trail Improvement District. During the past month, we have provided legal services to the District regarding the following items:

1. **Employment/Personnel**. We coordinated with the District and its Employment Counsel on multiple District Management/ Personnel Issues.

2. **Emails**. We have reviewed and responded to emails and requests from various Board Members, Staff and Consultants concerning general matters relating to Indian Trail Improvement District.

3. **Pending Litigation.**

   a. **Minto PBLH, LLC & Seminole Improvement District v. Indian Trail Improvement District.** On June 11, 2020, Minto PBLH LLC ("Minto") and Seminole Improvement District ("SID") filed a complaint in Circuit Court in Palm Beach County against the District seeking declaratory and injunctive relief, seeking to prevent the District from denying Minto/SID unrestricted vehicular access to 140th Avenue North and other District roads. Minto/SID claim their right of access is absolute based on a certain private Right-of-Way Agreement recorded in 1966 by the original landowners of Callery-Judge Groves. Minto/SID's claim is based on their alleged status as successors in interest to the original landowners who created the Right-of-Way in 1966. The District disputed this claim and retained independent litigation counsel to pursue a defense.

   STATUS. On October 13, 2023, Judge Oftedal issued an Order denying Plaintiff SID/Minto's Motion for Final Summary Judgment and Granting ITID's Motion for Partial Summary Judgment. The Judge ruled in favor of the District on its substantive claims, which are summarized as follows:

   "In summary, the Court finds SID has no interest in the right-of-way under the ROW Agreement and that Minto's use of the right-of-way will overburden the intended scope of

the easement. The Court further finds ITID's roadways lack a public dedication under §335.01, Fla. Stat., and are, consequently, not public roads within the contemplation of that statute. Finally, the Court finds ITID possesses the statutory authority to condition Plaintiffs' use of the right-of-way connection onto ITID's roads by issuance of a permit and assessment of a reasonable fee, as provided under its charter and [§298.22(6)], Fla. Stat."

Plaintiff SID/Minto filed a motion to reconsider the Order, claiming certain errors. ITID's Litigation Counsel filed a motion for Final Summary Judgment on all matters. A hearing was held on this motion on December 4, 2023. An Order from the Court on the motions denied Plaintiff SID/Minto's motion for reconsideration. With the exception of two minor typographical changes, the Court ruled that its order of October 13, 2023 stands. The Court also denied ITID's motion for final judgment based on the fact that neither side specifically addressed Plaintiffs' affirmative defenses to ITID's counterclaim in their prior motions for summary judgment. District's Litigation Counsel felt that the Court's prior ruling had effectively dealt with the issues raised in the plaintiffs' affirmative defenses. However, perhaps out of an abundance of caution, the Court ruled that those affirmative defenses should be specifically addressed in an additional motion for summary judgment. Motions for Partial and Final Summary Judgment were filed by both parties on February 2, 2024. A hearing on the Motions for Final Summary Judgment was held on April 1, 2024. A Final Order by Judge Oftedal was issued on May 14, 2024. The Final Order denied SID/Minto's joint motion for partial summary judgment, granted ITID's motion for partial summary judgment, and entered a final judgment in favor of ITID. SID/Minto have 14 days to file a motion for a rehearing, upon the expiration of which the matter would be settled.

On May 29, 2024, Plaintiff SID/Minto filed a motion for a rehearing and clarification of the Final Judgment of May 13, 2024. On June 25, 2024, Judge Oftedal issued an Order denying SID/Minto's motion for a rehearing. On July 3, 2024, Plaintiff SID/Minto filed a Notice of Intent to appeal the Final Judgment with the Fourth District Court of Appeal. On September 26, 2024 the Developer and SID filed a motion to have the clerk correct the record so that all pleadings in the court record are correctly identified by docket number. That motion tolls the time for the Defendants to file their initial briefs until the clerk does so. The record was corrected, and the Appellant's Brief for the Developer and SID was filed on January 27, 2025.

The Appellant's Reply Brief was filed on July 29, 2025. Oral Argument is scheduled in West Palm Beach for Tuesday, January 27, 2026 at 11:30 A.M., 15 minutes per side.

b. **ESM Property Investment 2 LLC (Erica Sneed) v Indian Trail Improvement District**

This matter involves a lawsuit filed by the owner of the property located at 4930 Royal Palm Beach Blvd (Erica Sneed through her LLC). The District's defense has been assigned to the firm of Roberts Reynolds Bedard & Tuzzio, PLLC (Lyman H. Reynolds, Jr.) by the District's insurance carrier.

The District's involvement with this property owner began with a complaint filed in August 2024. The landowner installed landscaping and trees; driveway paving materials: landscape rocks; a fence and a guardrail type structure within the boundary of a District canal easement,

thereby creating physical obstructions that impair the District's ability to maintain the abutting canal. (The improvements including construction of a substantial parking and vehicle circulation area at its entrance. These are within the right-of-way for Royal Palm Beach Boulevard, which is a County road and not ITID's responsibility. The scale of these improvements suggests an intended use of the property for purposes in addition to a single-family residence.)

Following District policy and Chapter 298, Florida Statutes, the District notified the owner to remove the encroachments from the canal easement, but the owner refused to do so. She claimed receipt of a permit, lack of enforcement authority, selective enforcement, violation of her property rights, retaliation by District employees, lack of due process of law, and other claims. The owner was advised that, if she failed to remove the encroachments, District staff would enter the easement property and remove the encroachments at the owner's expense. Between August 2024 and December, 2024, discussions were held with the owner (who was at the time represented by legal counsel) in an effort to negotiate voluntary removal of the obstructions. She was offered an opportunity to appeal to the Board to allow her to maintain the encroachments, but declined to do so. (At this point, her initial legal counsel withdrew his representation.)

On December 5, 2024, the Owner filed this lawsuit seeking an injunction to prohibit the District from entering the easement area and removing the encroachments. The Owner initially chose to represent herself ("pro se"), which is not permitted by a business organization. She made a number of procedural errors, including improper service of process. These errors were the basis for Mr. Reynolds, the District's Defense Counsel, to file a Motion to Dismiss the Complaint. On January 26, 2025, the Court entered an Order requiring the Plaintiff to retain an attorney within 15 days (February 10, 2025) and scheduling a hearing for March 20, 2025. On March 10, 2025, Plaintiff filed a Notice that it had retained legal counsel.

On February 27, 2025, pursuant to authorization provided by Section 298.66, *Florida Statutes,* District staff entered the ESM property and removed the obstructions from the District's easement. The cost to the District was $13,042.42. Pursuant to the statute, the owners are liable for double the cost of removal of the obstructions. Notwithstanding, pursuant to a building permit issued by Palm Beach County, on or about March 27, the owners proceeded to install a new fence within the District's easement area again resulting in an obstruction to the District's works. On April 18, Palm Beach County revoked the building permit. On or about April 28, the owners removed the newly installed fence. In the meantime, the attorney for the owners served a Notice on the District of the intention of the owners to sue the District for what is claimed to be the unlawful removal of the improvements. The District is represented by insurance defense counsel concerning this potential claim.

At the hearing on March 20, 2025, because the Owner had retained legal counsel, the District withdrew its Motion to Dismiss the complaint for failure to comply with the Court's order, and deferred its motion to strike the entire pleadings. At a hearing on June 12, 2025, the Court granted ESM's motion to abate the proceedings until October 17, 2025. This is in response to a provision of Sec. 768.28, Fla. Sta., that the State of Florida has 6 months to respond from

ESM's notice to it to its claim may be limited by sovereign immunity. Upon the expiration of the abatement period, parties must refile their motions.

The Order Granting Agreed Order on Plaintiff's Motion to Abate Proceedings and Order Directing Clerk to Change Case Status (ORDABT) was filed on June 12, 2025. The Clerk was instructed to change the status of the case from Active to Inactive for reporting purposes. ***Plaintiff shall file an Amended Complaint and serve it on Counsel of Indian Trail within 30 days of October 17, 2025. Indian Trail shall file its response to Plaintiff's Amended Complaint within 30 days from the date the Amended Complaint is filed and served.***

In the interim, Plaintiff's Counsel filed a Motion to Withdraw as Counsel and this Motion was granted on September 17, 2025. Plaintiff was ordered to obtain a new counsel. Plaintiff subsequently filed a Motion to accept a Substitute Counsel but it has not been entered by the Court. At present, no actions are scheduled.

On December 15, 2025, Judge Cheesman issued an Order granting Plaintiff's Counsel permission to withdraw and giving Plaintiff twenty (20) days to retain a replacement and staying any further action from that date. On December 31, 2025, the Court issued an Order allowing substitution of Plaintiff's new Counsel, and reactivating the case as if newly initiated.

On January 13, 2026, the Court issued a Case Management Order, establishing a rigid schedule for a trial between **January 11, 2027 and March 5, 2027**. The parties must be fully prepared for trial by the date of Calendar Call at 9:00 a.m., on **October 9, 2026**. Plaintiff's attorney has asked for initial case settlement discussions.

c. **Lewis Longman and Walker, P.A. v Indian Trail Improvement District**

On June 5, 2025, the law firm of Lewis Longman & Walker ("LLW") filed a lawsuit against ITID claiming that the District has unlawfully violated both the Public Records Law and the Sunshine Act for failure to provide records and meeting minutes in a timely manner. The complaint requests a declaratory judgment that ITID violated the Public Records Law and the Sunshine Act; that appropriate sanctions should be imposed; and that LLW should be awarded attorney's fees and costs.

The District's defense to this action has been assigned by its insurance carrier to the firm of Roberts Reynolds Bedard & Tuzzio, PLLC (Lyman H. Reynolds, Jr., Esq.).

On July 18, 2025, Attorney Reynolds filed a motion to dismiss the Complaint, which was granted without prejudice. Plaintiff LLW filed an Amended Complaint on November 10, 2025. ITID was given until December 3, 2025 to respond to the Amended Complaint. On December 3, 2025, the District's Counsel, Lyman Reynolds, filed an Answer and Defenses to Plaintiff LLW's Complaint.

d. **Rodriguez v. Indian Trail Improvement District.**

In December 2024, Mr. Javier Rodriguez, a former employee, filed a complaint against the District in Circuit Court in Palm Beach County claiming damages resulting from his allegation of unfair and discriminatory treatment based on race, color, national origin, retaliation, and hostile work environment. Mr. Rodriguez's complaint was referred to the District's insurance carrier, EGIS. EGIS assigned the case to Samantha W. Soto, Esq, of the firm of Weiss Serota, et al. to represent the District. Ms. Soto filed a Motion to dismiss the Complaint because it had been improperly framed and should have been filed with EEOC. The Motion was granted in May 2025 to Dismiss the Complaint without Prejudice. On October 23, 2025, Mr. Rodriguez filed a new Complaint restated to comply with the requirements of Circuit Court. It is essentially the same grounds of unfair treatment and discrimination. EGIS has reassigned the case to Attorney Soto at Weiss Serota. On November 20, Attorney Soto filed a Motion to Dismiss the Complaint. The Court has not yet responded to the Motion.

4. **Miscellaneous**. We are continuing to work with the District and the District Consultants on various miscellaneous day-to-day issues, Agenda Items and attend the Meetings of the Board of Supervisors on the following listed matters:

(a) Public Records Requests
(b) Public Records Retention Issues
(c) Extraordinary Inquiries Related to Minto/SID Litigation
(d) Minto/SID Litigation, General Case Coordination
(e) Coordinated with Staff regarding Operations and Maintenance Issues
(f) Researched and Coordinated Supervisor Issues
(g) Board Civility & Decorum Policies
(h) Administration, Public Information Matters
(i) Administration, TCRPC Strategic Planning Process Support
(j) Administration, Driveway Connection Policy Revisions (Corner Lots)
(k) Administrsytion, Use of Drones Policy
(l) Administration, District HQ Security Policy
(m) Finance, School Board M-1 Drainage Basin Assessment Issue
(n) Loxahatchee Venture/Palms West Hospital, Assignment of Landowner Utility Agreement
(o) Loxahatchee Venture/Palms West Hospital, Payment of Annual Utility Capacity Reservation Fee
(p) Operations & Maintenance, Engineering, M-0 Canal Outfall Structure Improvement, ITB
(q) Parks, Acreage Community Park, Agreements with Palm Beach County
(r) Parks, Invitation to Bid (ITB), Coconut Park Tree Installation, East Coast Industries Contract
(s) Parks, Invitation to Bid (ITB), Coconut Park Pier Replacement
(t) Parks, Temple Park Field Light Replacement, Contract and Financing Arrangements
(u) Parks, Acreage Athletic League Non-Profit Recreation Services Agreement Issues
(v) Palm Beach County, Traffic Control Interlocal Agreement Draft
(w) Roads, R-3 Road Paving, Construction of Hamlin Boulevard from 190th to 94th Avenue North to Calamondin Boulevard [R-302] and Hamlin Boulevard from Calamondin Boulevard to 180th Avenue North [R-303]
(x) Roads, R-3 Road Paving, 140th [R-313]/61st [R-314]/Tangerine [R-315]., Contract with R&D Paving LLC.

(y) Roads, R-3 Paving, Pave/Mill 180th Ave North from Hamlin Blvd to Tangerine Blvd; Right Turn Lane at Schools [R-305]
(z) Roads, R-3 Paving, Pave/Mill 180th Ave North from Hamlin Blvd to Tangerine Blvd; Expanded Right Turn Lane at Schools [R-305], Drainage Easement with School Board
(aa) Roads, R-3 Paving, Pave/Mill 180th Ave North from Hamlin Blvd to Tangerine Blvd; Expanded Right Turn Lane at Schools [R-305], Drainage Easement with GL Homes
(bb) Roads, Access to 162nd Trail North from TOLG (Saylor/Vilarino, 2943 161st Terr)
(cc) Unit of Development 14, FPL Easement Parcel, Lot Sales-Related Matters and Documents
(dd) Unit of Development 14, Ferreria Public Records Request (FPL Parcel)
(ee) Unit of Development 18, Bond Matter
(ff) Unit of Development 19A (Coconut Crossing, fka "Shops at Indian Trails"), Water Control Plan Issues
(gg) Unit of Development 19B (KMF Avocado Apartments, fka "Alton Northlake"), Development Plan Issues
(hh) Unit of Development 19C (Coconut Palm Plaza), Water Control Plan Issues
(ii) Unit of Development 24 (Vintage Oaks), Water Control Plan Issues
(jj) Unit of Development M-1 Revision/Update Issues
(kk) Unit of Development M-1, School District Drainage Assessment Objection
(ll) Unit of Development M-1, 640 Acre Parcel, M-1 Basin Impoundment Expansion Issues
(mm) Unit of Development M-2, Seminole Improvement District (SID), M-2 Canal Outfall Issues
(nn) USA COE Bombing range Notice
(oo) Village of Royal Palm Beach, Permit Regarding Canal Maintenance Issue

AGENDA ITEM NO. 14.2

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Jay Foy
DEPARTMENT:	Engineering
ITEM TYPE:	Reports
AGENDA SECTION:	REPORTS (File and Receive)
SUBJECT:	Monthly Engineer's Report
BACKGROUND:	Monthly Engineer's Report for January 2026
FISCAL IMPACT:	None
RECOMMENDATION:	Motion to Receive and File.

ATTACHMENTS:
2026_0128 - ENG RPT.pdf

INDIAN TRAIL IMPROVEMENT DISTRICT
DISTRICT ENGINEER'S PROJECT STATUS REPORT
January 28, 2026 BOARD MEETING
Status **UPDATE** as of 1/18/26

ITID DISTRICT MATTERS – SJE

- **Overall ITID** (91084.000)
  Attended ITID agenda, BOS, post Board meeting, and Zoom meetings and assisted in agenda preparation.

  Prepared monthly Engineer's reports and coordinated with engineers and surveyors.

  Responded to numerous queries including: M Canal Trees and WPB Utility Plan.

  Coordination continues regarding existing and possible grants.

  Continued coordinating with PBC staff regarding review of DROs.

  Continued file management: naming electronic files/folders, eliminating duplicates, combining files, dating documents, running optical character recognition (OCR), and re-filing in correct job folders. Being completed as needed, not a separate initiative.

- **Santa Rosa Groves** (91084.001)
  Civil design of alternate pump station using Angle Lineshaft Axial Flow Pumps (typically used in agriculture) complete. Civil plans were submitted to the SFWMD & CGCDD for permitting. We received the SFWMD ERP. Electrical design is complete and the CGCDD permit was issued. The next step is to go out to bid.

- **EW Canal Grant 4337-267-R** (91084.003)
  Received the Corps Jurisdictional Determination. The Corps determined the project is jurisdictional. The Corps based the determination on these canals discharging into the City of WPB's M Canal. This is obviously wrong, but the determination appears to be based on any water body that discharges to any jurisdictional water is subject to Corps permitting regardless of the route or control structures. Based on this, the District Engineer does not recommend appealing the determination. Should the project go forward with grant funding the Corps 404 permit should be obtained. Without grant money this is easily classified as maintenance and does not need a Corps permit.

  Discussion regarding possible extension of the grant ongoing.

Same as 6/11/25: DEM has determined that the project is not eligible due to the benefit to cost results.

Same as September 2023: Received a grant for $1,678,108 from the Fiscal Year 2023-2024 Statewide Flooding and Sea Level Rise Resilience Plan. A Kickoff meeting was conducted on 8/10/23.

- **M-0 Outfall Grant 4337-288-R** (91084.006)
  Discussions continue with PBC to possibly upgrade the structure to include water conservation and eastward conveyance.

  Project went out for bid, addendum revised the due date to 1/15/26, and the bids were opened via DEMANDSTAR and read publicly on 1/15/26. There were 8 Vendors, 7submitted bids, and 6 bids were complete (according to DEMANDSTAR). The bid amounts varied substantially but were in 2 groupings. The 3 higher bids ranged from $3M to $3.9M. The 4 lower bids ranged from $1.3M to $1.6M. All 4 low bids submitted complete packages. The close range of the low bids indicates the bid price should be good. The bids are currently being evaluated and the target is the bid results to the Board for award on 1/28/26. Timelines for grants is tight and construction must start ASAP. Desire is to have the project substantially complete by June 2026.

  Same as 10/15/25: Applied for and received an extension of the SFWMD ROW permit to 9/30/26.

  Same as 7/16/25: Also coordinating with PBC and FFWCC on required control elevation in SFWMD permit. Responses are lagging. Note PBC wants to help fund a change to make the structure more flexibility.

  Same as 3/29/23: The State of Florida has appropriated $397,110 for the construction of the outfall. This is about 50% of the upgraded structure and may supplement the FDEM grant we already have as this grant is Federally funded.

- **ITID GIS Initiative** (91084.006)
  Continued working with staff and consultant (FTC) to establish a fully functional GIS system.

- **UNIT 19C Coconut Palm Plaza** (91084.010)
  Resolution approved at the 7/6/25 meeting authorizing preparation of the Engineer's Report. Draft Engineer's Report complete and distributed for review and comments. Received land value information from the applicant.

  The engineer is processing a Special Permit at the same time and it appears the plans will be completed prior to completion of the Water Control Plan process. A

Special Permit cannot be issued prior to the completion of the Water Control Plan process (which includes the Engineer's Report).

- **RAWLINGS ESTATE** (91084.011)
  Project owner changing, revisions will occur.

- **UNIT 19B ALTON NORTHLAKE Unit 19B** (91084.012 & SP-0532)
  Received query about lot west of 140th. East of 140th under construction. Coordinated repair of temporary crossing of Hamlin for outfall.

- **NPDES** (91084.015)
  FDEP is auditing ITID along with multiple others. Assembled numerous documents including creating some new Standard Operating Procedures and transmitted to FDEP. FDEP visit to ITID was completed on 12/11/25.

  All NPDES information is on the PBC Group NPDES website: http://pbco-npdes.org.

- **M-1 Basin** (91084.016)
  Compiled monthly surface and ground water reports and sent to SFWMD.

  Working on resolution to FPL corridor ownership. Reviewed cost amounts for the Executive Director. Participated in conference calls.

  Gathering legal information to supply to surveyor for definition of required modification to the Water Control Plan for the addition of the 640 Ac Impoundment. Coordinating information needed for grant (appropriation) Agreement. Broken down into two areas: all areas for drainage and areas to be in the Water Control Plan.
  Same as 8/20/25: Resolution Designating 640 acre Unit approved at the 7/16/25 meeting.

  Prepared preliminary plan for new gate at the 40th St Structure.

  Same as 5/21/25: Met with District staff and started preparing plans to modify the operable Amil gates. Amil Gate mechanical work completed. Also met with staff to initiate revisions to the 40th St Structure.

  Same as 10/25/23: Sent out Operations schedule showing the M-1 Basin gets 200 cfs through to the C-51 Basin even in a declared emergency unless SFWMD notifies Indian Trail otherwise.

- **M-2 Basin** (91084.020)
  Compiled monthly surface water stages and transmitted to SFWMD and ITID.

Researched past permits and information for PRR. Coordination continues with the District Executive Director and attorneys.

Same as 8/20/25: M-2 Impoundment Bypass is complete. Grant paperwork in process necessary for payment application and final, subject to July invoicing.

Same as 4/27/22: Researched control elevation in the M-2 Canal between C-51 and Sycamore. No citations are contained in the SFWMD permits to Indian Trail, Seminole Improvement, or Lion Country. There is a condition citing Indian Trail must close its gates from the NW Basin if water levels are at 17.5' NGVD or above. This is odd as the west gate (of 3 gates) in SID's M-2 Canal at C-51 (north of) was permitted to Indian Trail. Both operation stages in the M-2 Canal and eliminating this high water discharge limitation are warranted (in the District Engineer's opinion).

- **Roadways** (91084.025)
  The R-3 Roadway projects: 140th from 61st to Orange, 61st from 140th to Avocado, and Tangerine from 140th to Avocado was awarded at the 8/21/24 BOS meeting to the lowest bidder, R & D Paving. Contract documents are complete and the NTP was issued for 1/6/25. 61st, Tangerine, and 140th are substantially complete. The next bid set of R-3 Roadway projects is Tangerine from 180th to Mandarin. Tangerine is still in design. Received 90% plans from Captec.

  The last R-3 Roadway to be bid on is 180th from Tangerine to Hamlin. Received 90% plans from Captec and also resent easement documents to the School staff and GL for review and execution.

  Meeting was held with PBC regarding road safety. Resent stop sign study and sent update of revised ILA to PBC for review, no response yet.

  Initiated writeup for SS4A grant RFQ.

  Tracking the PBC Master Transportation Plan.

  Reviewed PBC driveway access requirements.

  Same as 5/21/25: The Board approved an update of the stop sign study at the 4/16/25 meeting. The Board also approved 50 new LED stop signs (not new locations, replacements).

  Same as 12/18/24: Investigated the connections to Beeline Highway. There may be two but there are differences of opinion from PBGs and PBC as to the routes.

  Same as 3/27/24: The TPA's 2045 long range plan does not include funding for the extension of Seminole Pratt Whitney road to 100th and across to Avenir. The County is depending on Avenir to construct its roadway through to Beeline Highway. It is

noted that entrances off of Northlake Blvd into Avenir align with 140th and Coconut. The sequence of construction will exacerbate the traffic volumes on Northlake from SPW Rd to Coconut. Also, without SR7 through to Northlake, Royal Palm Beach Blvd and all connector roads through ITID will be impacted.

Same as 3/31/21: Created a preliminary map of roads needing milling and overlays, now complete. Discussed at the 2/17/21 BOS meeting. Board gave direction to investigate funding.

- **Water Quality Sampling** (91084.068)
  The latest sampling was completed on 12/18/25.

  Same as 4/19/23: Note, due to changing testing labs the data is now being taken as required by the SFWMD M-1 Basin permit. These data exclude nutrients.

- **Corbett** (91084.070)
  Same as 1/15/25: Construction is underway to complete the Levee up to SPW Rd. The section north of SPW Rd is delayed.

  Same as 3/27/24: The SFWMD bid let Phase 2 of the SE Corbett Levee. The low bidder was ENCO, LLC for $8,967,000. The next lowest was Dickerson for $13,343,000. The bid award went before the SFWMD Board on 3/14/24. In receipt of the Draft Grant Agreement to SFWMD in an amount of $7,705,000 with a match of $7,705,000 and total of $15,410,000 as signed by SFWMD on 9/11/23.
  Same as 1/27/16: 2.7 miles of the levee is complete from the M-1 Impoundment to the east and another 1.8 miles of fill to just west of our "L" Canal was placed.
- **Telemetry** (91084.077)
  Same as 2/15/23: New telemetry system operable. M-2 complete.

- **Loxahatchee River Watershed Restoration Plan: FKA North County Plan/Mecca** (91084.088)
  Same as 12/10/25: Another Charette was held, but this one was to "Discuss the ITID requirements for water availability". Very slow process, SFWMD will be rerunning model for water availability. Numerous follow up emails and phone conversations to explain how ITID's system works. SFWMD cited 10 months to a year before they get back to the ITID Board. Sent out stage and flow data in response to questions.

  Same 8/20/25: Reviewed meeting minutes from the second charette regarding the C-18 Reservoir on 7/7/24, made comments on 7/25/25. The current proposal is to have a gravity structure at the M-0 Canal and Seminole Pratt Whitney Road. The ASR component is delayed, but the reservoir design is proceeding. Essentially no additional coordination regarding an ILA or operations has occurred since last year (where little coordination occurred).

Same as 3/18/25: PBC portion of plan for area adjacent to the C-18 Reservoir is going to contract. This is on the south and east sides of the property.

Same as 3/27/24: SFWMD made a status presentation to the Board at the 2/28/24 meeting.

Same as January 2021: The Corps provided an "effect statement" to Congress with no revisions to the plan as desired by local interests. In other words, the Plan is limited to the C-18 Reservoir and benefits to the Loxahatchee River without water supply, flood control, or the Lake Worth Lagoon to receive purposeful benefits. WRDA2020 passed both houses of Congress and was signed by the president on December 27, 2020. The Federal share is $379,593,000 and the non-Federal share is $375,737,000 for a total cost of $755,320,000.

Note: Although ITID continues to improve its current drainage system, we do not meet the adopted Level of Service in the M-1 Basin when the regulatory constraints are activated to reduce our discharge to 1/4"/day. ITID does have the conveyance capacity to discharge almost 2"/day. However: see new SFWMD allowance above under the M-1 Basin, 91084.016.

- **Inverted Siphon – Upgrade Existing Conditions** (91084.109)
  Same as 7/16/25: Conversations via email are occurring relative to a joint grant with PBC for funding.
  Same as 4/8/15: SFWMD issued a modification to their Surface Water Management Permit on February 10, 2014. The options study was completed and was presented to the Board at the 1/21/15 meeting. The required alterations by WPB will require a modification to the SFWMD permit. Permitting is on hold until the City of West Palm Beach initiates its "M" Canal widening project or PBC proceeds with 60th.

- **SR7 Extension** (91084.212)
  Same as 7/16/25: An Administrative judge ruled in favor of FDOT on all issues regarding the SFWMD permit. WPB has filed an appeal. Construction is delayed until at least 2029 due to legal challenges from WPB.

- **Westlake/Minto/Callery Judge** (91084.222)
  Same as 1/15/25: SID notified ITID of 140th in their jurisdiction.
  Same as 10/16/24: Received final judgement in favor of ITID. On Appeal.

- **GL Homes** (91084.235)
  Same as 11/13/24: Geotechnical borings complete and received the geotechnical report for the 640 acre Impoundment.

  Same as 7/17/19: Restrictive covenant is now recorded, and the final development order received which fulfills a condition of the 640 Ac Agreement.

- **Vintage Oaks** (FKA Northlake Commercial, 91084.238)
  Same as 11/11/25: A Public Hearing was conducted at the 10/15/25 meeting. The Resolution approving and confirming the creation of Unit of Development 24, Vintage Oaks, was approved at the 10/15/25 Board meeting. The Special Permit approving the drainage connection was also approved at the 10/15/25 Board meeting.

  Same as 11/11/25: SFWMD denied our request to allow the pass through discharge.

- **Vavrus/Avenir** (91084.241)
  Minimal tracking; on an as needed basis.

- **FEMA FIRM** (91084.301)
  Same as 1/22/20: Reviewed new draft PBC FIRMs, these were completed to add coastal storm effects. No revisions to the District's maps are proposed (and none should have been due to the coastal effects not affecting high water levels west of S-155, the water control structure at US#1 and the C-51 Canal).
  PBC has added the new map information to their web site at: http://maps.co.palm-beach.fl.us/cwgis/?app=floodzones these data were officially effective on 10/5/17.

- **Moss Pilot Project** (91084.396)
  Same as 2/15/23: FDEP requested the report be signed and sealed. Final signed and sealed report sent to FDEP. Waiting on FDEP.

- **Acreage Community Park** (91084.P09)
  See Executive Director's Report. Note the District Engineer coordinated with SFWMD to eliminate the exfiltration trench and other permitting issues. SFWMD stated they will issued the permit before the next ITID Board meeting.

SPECIAL PERMITS

OLDER SPECIAL PERMITS

- **Overall:**
  Answered Special Permit questions.

- **Seminole Pratt Whitney Road – Orange to Northlake #0019** (91084.218)
  Construction underway.

- **SPW Road & Northlake Blvd-Special Permit #0079** (91084.242)
  Construction underway.

- **SR7 MOT 110th Orange Grove to 60th #0096** (91084.332)
  An extension was granted for two years at the 8/16/23 Board meeting to 8/16/25. Due to another appeal being filed by WPB, the ITID Board extended the start of construction to 8/20/29 at the 8/20/25 BOS meeting.

- **RPB Blvd 60th to Orange-Special Permit #0125** (91084.327)
  Approved at the 12/16/20 Board meeting. Construction started (pipe replacement).

- **PBC Northlake Blvd Lane Widening-Special Permit #0347** (91084.417)
  Modification to construct 6 lanes approved at the 1/25/23 Board meeting.

- **PBCWUD SPW and NL-Special Permit #0376** (91084.445)
  Approved at the 6/10/20 meeting with conditions. Construction started.

- **PBCWUD SPW S of NL-Special Permit #0375** (91084.447)
  Construction started.

- **PBC Northlake at Avenir-Special Permit #0364 and #387** (91084.434 and 457)
  Approved at the 12/16/20 meeting with conditions.

NEW FORMAT FOR CURRENT SPECIAL PERMITS

Permit Numbe	Applicant	Project	Date Submitted	Status	Status Date	Date Closed	Days Open/Elapse	Comments
SP-0453	KHA	Seminole Orange Plaza	4/25/2022	In Construction	11/25/2025		1310	Phase 6 is now in construction Check DRO since the buildings have changed
SP-0462	Douglas Moore	.529 Memory Care	5/10/2022	In Construction	2/27/2025		1024	
SP-0525		.593 Lakeside Landings	5/30/2023	Closed	7/25/2023		56	8/19/2025 Final inspection
SP-0531		.599 Planet Kids IX	7/31/2023	In Construction	3/27/2024		240	11/18/2025 Permit modification received
SP-0532	DKC	.600 Shops at IT_Coco Xing	8/14/2023	In Construction	2/20/2025		556	
SP-0558	FPL	.625 OH INSTALLATION 6828 DENNIS ST	10/18/2024	Issued	12/18/2024		61	
SP-0559	Anchor GC	.626 13980 89th WM	12/12/2024	In Construction	1/15/2025		34	
SP-0560	MCI	.600 M1 at Okee	1/14/2025	Issued	3/18/2025		63	
SP-0561	FPL	.628 Conduit at 6238 Indian Trail Dr	2/7/2025	Closed	2/19/2025		12	9/8/2025 as-builts have been submitted 9/10/2025 inspection flailed due to sw ales. Notification w as sent 9/18/2025 final inspection has passed.
SP-0562	FPL	.629 M1_Southern	2/24/2025	Issued	4/16/2025		51	
SP-0563	FPL	.630 RPB Blvd Poles	2/21/2025	Issued	3/18/2025		25	
SP-0564	D.R. Horton	.631 Vintage Oaks	3/4/2025	Added to agenda	10/15/2025		225	on hold pending WCP
SP-0565	FPL	.632 Remove 6 Poles	2/21/2025	Issued	3/18/2025		25	
SP-0566	Comcast	.633 140th_CitGrv	3/5/2025	Issued	3/27/2025		22	
SP-0567	Cowncastle	.634 DB NL	3/17/2025	Issued	4/16/2025		30	
SP-0568	FPL	.637 Tangerine	3/24/2025	Issued	8/20/2025		149	
SP-0569	ATT	.635 Trench Cheltenham	3/25/2025	Issued	4/3/2025		9	
SP-0570	FPL	.636 UG Installation Key Lime	3/24/2025	Closed	4/3/2025		10	9/8/2025 as-builts have been submitted 9/10/2025 inspection flailed due to sw ales. Notification w as sent 9/18/2025 final inspection has passed.
SP-0571	FPL	.638_SP-0571 FPL Utl Transfer 70th	4/9/2025	Issued	5/21/2025		42	
SP-0572	ATT	.639_SP-0572 ATT Unit 1 DB	4/9/2025	Issued	5/21/2025		42	
SP-0573	Comcast	.640_Comcast-Trench Goldcup	4/18/2025	Issued	5/21/2025		33	
SP-0574	Comcast	.641_Comcast-Trench Aquaduct	4/18/2025	Issued	5/21/2025		33	
SP-0575	FPL	.642_SP-0575 FPL-Poles 62nd_82nd	4/23/2025	Issued	5/21/2025		28	
SP-0576	FPL	.643_SP-0576 FPL-Poles_Aerial	4/23/2025	Issued	5/21/2025		28	
SP-0577	FPL	.644_SP-0577 FPL-Remove Poles	4/23/2025	Issued	5/21/2025		28	
SP-0578	FPL	.645_SP-0578 FPL-Remove 9 Poles M1 Basin	4/29/2025	Close out	5/21/2025		22	Final invoice to be sent.
SP-0579	FPL	.646_SP-0579 FPL Remove Pole Orange Grove	4/29/2025	Issued	5/21/2025		22	
SP-0580	FPL	.647_SP-0580 FPL Remove Pole Orange	4/29/2025	Issued	5/21/2025		22	
SP-0581	FPL	.648_SP-0581-Remove PolesTemple_43rd	5/1/2025	Issued	5/21/2025		20	
SP-0582	MCI	.649_SP-0582 MCI DB M1 Canal_Sparrow	5/13/2025	Closed	6/11/2025		29	8/20/2025 final inspection passed.
SP-0583	FPL	.650_SP-0583 FPL Remove Pole 100th	5/13/2025	Issued	6/11/2025		29	
SP-0584	ATT	.651_ATT Poles HH NL_Hall	5/19/2025	Issued	6/11/2025		23	
SP-0585	FPL	.652_FPL Remove Pole 40th	6/2/2025	Issued	7/16/2025		44	
SP-0586	FPL	.653_FPL Remove Pole 40th at RPBB	6/2/2025	Issued	7/16/2025		44	
SP-0587	FPL	.654_FPL Remove Pole Temple	6/11/2025	Issued	7/16/2025		35	
SP-0588	FPL	.655_FPL Splice Hamlin	6/17/2025	Issued	7/16/2025		29	
SP-0589	Loxahatchee Muslim Center	.656_ Lox Mus	6/17/2025	Comments Sent	7/16/2025		29	07/16/2025 First set of comments sent 11/10/2025 Responses received 11/19/2025 Second set of comments sent
SP-0590	FPL	.657_FPL Splice 100th	7/5/2025	Issued	8/20/2025		46	
SP-0591	FPL	.658_FPL Poles NL Apache_Hall	7/10/2025	Issued	8/20/2025		41	

Permit Numbe	Applicant	Project	Date Submitted	Status	Status Date	Date Closed	Days Open/Elapse	Comments
SP-0592	FPL	.SP-0592 FPL Remove 9 Poles	7/22/2025	Issued	8/20/2025		29	
SP-0593	FPL	.660-FPL Misc 89_94_95_96th	7/29/2025	Issued	8/20/2025		22	
SP-0594	FPL	.661- FPL Misc 62_80_82_89th	7/29/2025	Issued	8/20/2025		22	
SP-0595	FPL	.666_FPL 8 OH Transfers	8/11/2025	Issued	9/17/2025		37	
SP-0596	FPL	.662_FPL Misc 86_GV_82_89th	7/29/2025	Issued	8/20/2025		22	
SP-0597	FPL	.663_FPL Replace Pole Epson	7/29/2025	Issued	8/20/2025		22	
SP-0598	FPL	.664_FPL 10 OH Transfers	8/11/2025	Issued	8/11/2025		0	
SP-0599	FPL	.665_FPL Remove Pole 140th	8/11/2025	Issued	9/17/2025		37	
SP-0600	FPL	.667_FPL 9 OH Transfers	8/11/2025	Issued	9/17/2025		37	
SP-0601	FPL	.668_ FPL Remove 17 Poles	8/14/2025	Issued	9/17/2025		34	
SP-0602	FPL	.669_FPL OH Transfers	8/14/2025	Issued	9/17/2025		34	
SP-0603	Comcast	.670_Comcast Downers	8/21/2025	Issued	9/17/2025		27	
SP-0604	Comcast	.671_Comcast 60th Ln N	8/21/2025	Issued	9/17/2025		27	
SP-0605	Comcast	.672_ Comcast 41st Ct N	8/21/2025	Issued	9/17/2025		27	
SP-0606	Comcast	.673_Comcast Avocado	8/22/2025	Issued	9/17/2025		26	
SP-0607	FPL	.674_FPL Remove 3 Poles	8/26/2025	Issued	9/17/2025		22	
SP-0608	FPL	.675_FPL Remove 2 Poles	9/16/2025	Issued	10/15/2025		29	
SP-0609	FPL	.676_FPL 79th HH_Misc	9/16/2025	Issued	10/15/2025		29	
SP-0610	MCI	.677_MCI DB Northlake	9/9/2025	Issued	10/15/2025		36	
SP-0611							46039	
SP-0612	FPL	.678_FPL Remove Pole 72nd	9/26/2025	Issued	10/15/2025		19	
SP-0613	FPL	.679_FPL 2HHs_8 Transfers	9/26/2025	Issued	10/15/2025		19	10/03/2025 One comment sent
SP-0614	FPL	.680_FPL 2HHs 5 Transfers	9/26/2025	Issued	10/15/2025		19	
SP-0615	FPL	.681_FPL Trans_Poles	10/13/2025	Issued	11/12/2025		30	
SP-0616	FPL	.682_FPL Remove Pole 140th	10/13/2025	Issued	11/12/2025		30	
SP-0617	FPL	.683_FPL Remove Pole Hamlin	10/20/2025	Issued	11/12/2025		23	
SP-0618	PBC	.684 Pers_OG at SR7	11/6/2025	Issued	12/10/2025		34	
SP-0619	MCI	.685_MCI DB at Okee	11/12/2025	Added to agenda	1/28/2026		77	12/02/2025 Comments sent 12/12/2025 Reponses to comments received
SP-0620	FPL	.686_FPL 1HH 2UG 5 Removals	12/3/2025	Added to agenda	1/28/2026		56	
SP-0621	FPL	.687_FPL 3HH 75th LN N	12/3/2025	Added to agenda	1/28/2026		56	
SP-0622	FPL	.688_FPL 9 PP 7DW	12/3/2025	Added to agenda	1/28/2026		56	
SP-0623	FPL	.689_FPL 1 Pole 16577 Orange	12/3/2025	Added to agenda	1/28/2026		56	
SP-0624	FPL	.690_FPL 1 PP 13966 76RD N	12/3/2025	Added to agenda	1/28/2026		56	
SP-0625	FPL	.691_FPL Remove Pole 12032 Orange	12/3/2025	Added to agenda	1/28/2026		56	
SP-0626	FPL	.692_FPL Transf_Pole 13722	12/3/2025	Added to agenda	12/4/2025		1	
SP-0453		.521_-Orange Blvd Parcel 6		Application Received			46039	12/16/2025 Permit mod has not been applied for.
SP-0627	ATT	.693_DB_Cabinet 83rd	1/16/2026	In Review				
SP-0628	Comcast	.694_Comcast_SRG						
SP-0629	FPL	.695_FPL Remove 4 Poles						

Permit Numbe	Applicant	Project	Date Submitted	Status	Status Date	Date Closed	Days Open/Elapse	Comments
SP-0630	FPL	.696_FPL Remove Poles						
SP-0631	FPL	.697_FPL Remove 4 Poles						
SP-0632	FPL	.698_FPL Remove 3 Poles						
SP-0633	FPL	.699_FPL Remove 2 Poles						
SP-0634	FPL	.700_FPL 2 OH Transfers						
SP-0635	FPL	.701_ FPL Remove Pole Add HH						
SP-0636	FPL	.702_FPL Remove Poles_Misc						
SP-0637	FPL	.703_FPL Remove 5 Poles_Misc						

Note: These monthly reports may, at the ITID Board's discretion, serve to satisfy the engineer's reporting requirements as set forth in the Florida Statutes Chapter 298.26.



Jay G. Foy, P.E.
FL Reg No 22053
CA 9484

AGENDA ITEM NO. 14.4

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: January 28, 2026

SUBMITTED BY: Scarlet Cantley

DEPARTMENT: Finance

ITEM TYPE: Reports

AGENDA SECTION: REPORTS (File and Receive)

SUBJECT: Finance Report

BACKGROUND:

FISCAL IMPACT: .

RECOMMENDATION: Motion to receive and file.

ATTACHMENTS:
Board Report.pdf

INDIAN TRAIL

IMPROVEMENT DISTRICT

EST. 1957

FINANCIAL REPORTS

NOVEMBER 2025

PREPARED BY: MCINTOSH CPA on behalf of FINANCE DEPARTMENT

MCINTOSH CPA

INTEGRITY • INSIGHT • ASSURANCE

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Cash and investment balances at November 30, 2025. Also includes interest earned for the period.

2 **Budget to Actual**
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3 **Assessment Revenue**
Budget to actual by unit of development for October 2025 - November 2025

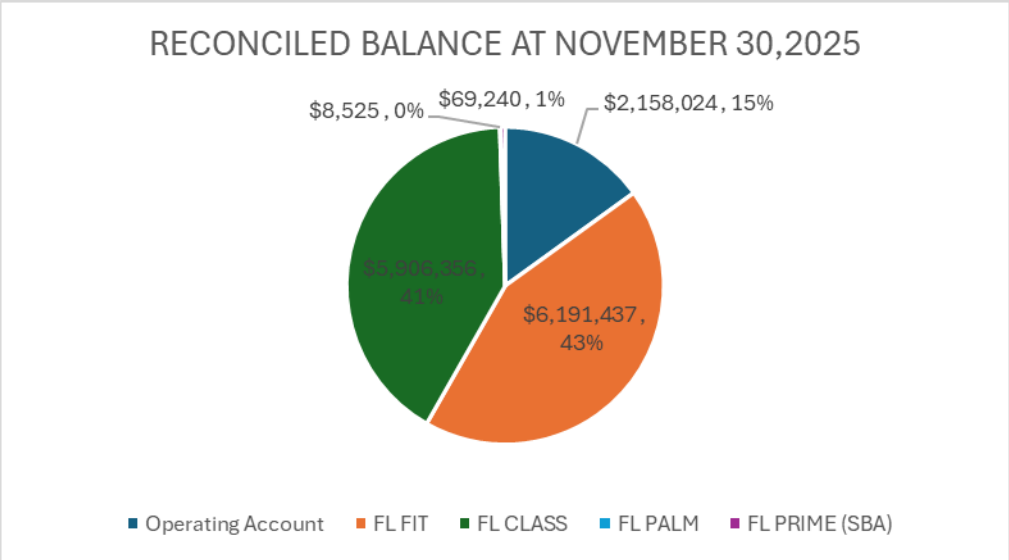
4 **Permit Fees**
Monthly revenue by permit type for October 2025 - November 2025

5 **Department Analysis**
Total spend reported by category within each department for October 2025 - November 2025

6 **Bonds Outstanding**
Amounts outstanding at November 30, 2025 and amount of principal / interest paid for all bonds

CASH BALANCES

SPECIAL REVENUE FUND



Special Revenue Fund		RECONCILED BALANCE AT NOVEMBER 30,2025
Operating Account	$	2,158,024
FL FIT	$	6,191,437
FL CLASS	$	5,906,356
FL PALM	$	8,525
FL PRIME (SBA)	$	69,240

ACCOUNT		INTEREST EARNED OCTOBER - NOVEMBER 2025	AVERAGE 30 Day YIELD
FL FIT	$	45,244.77	4.420%
FL CLASS	$	42,050.97	4.233%
FL PALM	$	58.99	N/A
FL PRIME (SBA)	$	485.56	N/A

CASH BALANCES cont'd

BONDS

Series 2015 Bond	Balance at November 30, 2025	
CASH	$	-
DEBT SERVICE ACCOUNT	$	62,487
COST OF ISSUANCE	$	6
RESERVE	$	600,645
Series 2022 R3 Bond		
CASH	$	-
DEBT SERVICE ACCOUNT	$	536,212
PROJECT FUND**	$	3,380,748
Series 2022 Unit 20 Bond		
CASH	$	-
DEBT SERVICE ACCOUNT	$	57,829
RESERVE	$	197,063
PROJECT FUND**	$	589,161

** Includes project costs not yet paid

Detail vs Budget Report

Indian Trail Improvement District, FL

Date Range: 10/01/2025 - 11/30/2025

		Fiscal Budget	Total Activity	Budget Remaining	% Remaining
Revenue					
	Dept: 01 - Administration				
	ASSESSMENTS	(22,087,365.00)	(2,088,063.65)	(19,999,301.35)	
	DISCOUNTS	997,751.00	88,414.76	909,336.24	
	CHARGES FOR SERVICES - EQUIPMENT	(80,000.00)	0.00	(80,000.00)	
	INTEREST REVENUE	(150,000.00)	(87,840.29)	(62,159.71)	
	SALE OF FIXED ASSETS	(50,000.00)	0.00	(50,000.00)	
	CULVERTS/DRIVEWAY/GATE PERMITS	(50,000.00)	(12,975.00)	(37,025.00)	
	SPECIAL PERMITS	(15,000.00)	(7,250.00)	(7,750.00)	
	MISCELLANEOUS REVENUE	(15,000.00)	(113,005.94)	98,005.94	
	01 - Administration Totals:	**(21,449,614.00)**	**(2,220,720.12)**	**(19,228,893.88)**	
	Dept: 02 - Parks				
	GRANT REVENUE	(400,000.00)	0.00	(400,000.00)	
	PARK REVENUE	(20,000.00)	(910.00)	(19,090.00)	
	HAMLIN HOUSE REVENUE	0.00	(665.00)	665.00	
	02 - Parks Totals:	**(420,000.00)**	**(1,575.00)**	**(418,425.00)**	
	Dept: 03 - Roads				
	STATE GRANT REVENUE	(138,042.00)	(20,117.01)	(117,924.99)	
	DISPOSITION OF FIXED ASSETS	(25,000.00)	0.00	(25,000.00)	
	03 - Roads Totals:	**(163,042.00)**	**(20,117.01)**	**(142,924.99)**	
	Dept: 04 - M1				
	GRANT REVENUE	(757,997.00)	0.00	(757,997.00)	
	SALE OF FIXED ASSETS	(25,000.00)	0.00	(25,000.00)	
	04 - M1 Totals:	**(782,997.00)**	**0.00**	**(782,997.00)**	
	Revenue Totals:	**(22,815,653.00)**	**(2,242,412.13)**	**(20,573,240.87)**	
Expenditures					
Unit: 999 - Prior to Allocation					
	Dept: 01 - Administration				
	WAGES, BOARD OF SUPERVISORS	33,600.00	5,600.00	28,000.00	83%
	WAGES, EXECUTIVE DIRECTOR	231,000.00	36,461.56	194,538.44	84%
	WAGES, OTHER	941,303.00	116,378.27	824,924.73	88%
	OVERTIME	20,000.00	2,927.45	17,072.55	85%
	PAYROLL TAXES	93,277.00	10,049.45	83,227.55	89%
	RETIREMENT	257,752.00	36,508.92	221,243.08	86%
	EMPLOYEE INSURANCE	272,810.00	25,342.52	247,467.48	91%
	WORKER'S COMP INSURANCE	17,397.00	0.00	17,397.00	100%
	REEMPLOYMENT TAX	1,030.00	0.00	1,030.00	100%
	EMPLOYEE RECOGNITION	12,225.00	37.46	12,187.54	100%
	UNIFORMS	1,133.00	726.00	407.00	36%
	COMMISSIONS	237,323.00	19,996.49	217,326.51	92%
	COMPUTER PROGRAMMING & MAINTENANCE	0.00	9,446.34	(9,446.34)	
	CONTRACTUAL SERVICES-PROFESSIONAL	532,910.00	82,184.73	450,725.27	85%
	CONTRACTUAL SERVICES-OTHER	14,523.00	587.56	13,935.44	96%
	ATTORNEY FEES	300,000.00	58,342.59	241,657.41	81%
	ATTORNEY - HUMAN RESOURCES	25,000.00	0.00	25,000.00	100%
	IT SUPPLIES & ACCESSORIES	20,968.00	0.00	20,968.00	100%
	IT SOFTWARE SUBSCRIPTIONS	15,600.00	5,830.38	9,769.62	63%
	IT SERVICE CONTRACTS	28,600.00	2,256.50	26,343.50	92%
	IT SOFTWARE	157,332.00	16,022.30	141,309.70	90%
	IT HARDWARE	7,500.00	3,854.68	3,645.32	49%
	ACCOUNTING & AUDITING FEES	75,000.00	0.00	75,000.00	100%
	TRAVEL	32,754.00	1,175.40	31,578.60	96%
	MEETINGS/MEALS	7,210.00	2,322.95	4,887.05	68%
	TELEPHONES & COMMUNICATIONS	81,370.00	14,683.95	66,686.05	82%
	POSTAGE & DELIVERY	2,884.00	938.21	1,945.79	67%
	UTILITIES	7,211.00	4,711.50	2,499.50	35%
	EQUIPMENT LEASING, LONG-TERM (NON-CAPITAL)	11,640.00	889.85	10,750.15	92%
	GENERAL INSURANCE	72,349.00	0.00	72,349.00	100%
	REPAIRS & MAINTENANCE - BUILDING	6,025.00	518.40	5,506.60	91%

Dept: 01 - Administration	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
PRINTING, SIGNAGE & FORMS	1,545.00	54.12	1,490.88	96%
PUBLIC RELATIONS, LEGAL NOTICES	7,725.00	2,213.92	5,511.08	71%
CHARGES AND FEES	5,407.00	6,355.16	(948.16)	-18%
RECORDS MANAGEMENT	11,660.00	1,481.87	10,178.13	87%
OFFICE SUPPLIES	7,282.00	1,949.07	5,332.93	73%
JANITORIAL SUPPLIES	618.00	18.96	599.04	97%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	12,993.00	2,129.99	10,863.01	84%
EDUCATION & TRAINING	26,100.00	7,358.61	18,741.39	72%
CAPITAL OUTLAY-COMPUTER EQUIPMENT	30,000.00	0.00	30,000.00	100%
CAPITAL OUTLAY - EQUIPMENT	25,000.00	0.00	25,000.00	100%
ENGINEERING FEES	200,850.00	23,035.30	177,814.70	89%
DEPUTY SHERIFFS	85,000.00	21,288.00	63,712.00	75%
CONTRACTUAL SERVICES - JANITORIAL	12,360.00	425.00	11,935.00	97%
01 - Administration Totals:	**3,944,266.00**	**524,103.46**	**3,420,162.54**	**87%**
Dept: 02 - Parks				
WAGES, OTHER	756,993.00	94,803.38	662,189.62	87%
OVERTIME	40,000.00	12,584.40	27,415.60	69%
PAYROLL TAXES	57,751.00	8,119.41	49,631.59	86%
RETIREMENT	102,895.00	15,065.34	87,829.66	85%
EMPLOYEE INSURANCE	175,477.00	23,985.78	151,491.22	86%
WORKER'S COMP INSURANCE	25,592.00	0.00	25,592.00	100%
UNIFORMS	2,500.00	39.44	2,460.56	98%
CONTRACTUAL SERVICES-PROFESSIONAL	565,000.00	95,449.88	469,550.12	83%
CONTRACTUAL SERVICES-OTHER	10,000.00	675.00	9,325.00	93%
ATTORNEY FEES	25,000.00	5,309.75	19,690.25	79%
CONTRACTUAL SERVICES - TREE TRIMMING	40,000.00	0.00	40,000.00	100%
ENGINEERING FEES	2,750.00	29,547.05	(26,797.05)	-974%
DEPUTY SHERIFFS	5,800.00	2,040.00	3,760.00	65%
CONTRACTUAL SERVICES - JANITORIAL	15,000.00	2,767.56	12,232.44	82%
TRAVEL	5,000.00	593.60	4,406.40	88%
MEETINGS/MEALS	750.00	0.00	750.00	100%
UTILITIES	120,000.00	19,704.83	100,295.17	84%
TRASH PICKUP	58,000.00	2,450.58	55,549.42	96%
EQUIPMENT RENTAL, SHORT-TERM	20,000.00	1,017.50	18,982.50	95%
GENERAL INSURANCE	59,102.00	0.00	59,102.00	100%
REPAIRS & MAINTENANCE - EQUIPMENT	15,000.00	3,540.06	11,459.94	76%
REPAIRS & MAINTENANCE - BUILDING	15,000.00	7,660.29	7,339.71	49%
REPAIRS & MAINTENANCE - VEHICLES	7,500.00	3,133.00	4,367.00	58%
REPAIRS & MAINTENANCE - IRRIGATION	1,500.00	2,062.31	(562.31)	-37%
REPAIRS & MAINTENANCE - FIELDS & GROUNDS	75,000.00	3,457.90	71,542.10	95%
PRINTING, SIGNAGE & FORMS	10,000.00	156.21	9,843.79	98%
CHARGES AND FEES	0.00	6.99	(6.99)	
EVENTS	0.00	2,256.57	(2,256.57)	
OFFICE SUPPLIES	750.00	0.00	750.00	100%
JANITORIAL SUPPLIES	5,000.00	2,559.23	2,440.77	49%
GASOLINE	55,000.00	8,960.01	46,039.99	84%
OPERATING MATERIALS & SUPPLIES	5,000.00	8,795.40	(3,795.40)	-76%
SAFETY SUPPLIES	500.00	118.53	381.47	76%
TOOLS	4,450.00	299.99	4,150.01	93%
CHEMICALS	92,000.00	1,039.68	90,960.32	99%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	1,000.00	250.00	750.00	75%
CAPITAL OUTLAY-PARK IMPROVEMENTS	502,001.00	0.00	502,001.00	100%
GRANT EXPENDITURE	437,500.00	0.00	437,500.00	100%
CAPITAL OUTLAY-VEHICLES	65,000.00	0.00	65,000.00	100%
02 - Parks Totals:	**3,379,811.00**	**358,449.67**	**3,021,361.33**	**89%**
Dept: 03 - Roads				
WAGES, OTHER	1,936,186.00	274,529.40	1,661,656.60	86%
OVERTIME	102,000.00	6,763.12	95,236.88	93%
PAYROLL TAXES	148,118.00	21,263.68	126,854.32	86%
RETIREMENT	263,902.00	39,410.05	224,491.95	85%
EMPLOYEE INSURANCE	551,174.00	71,477.85	479,696.15	87%
WORKER'S COMP INSURANCE	68,541.00	0.00	68,541.00	100%
UNIFORMS	10,000.00	339.99	9,660.01	97%
CONTRACTUAL SERVICES-PROFESSIONAL	40,000.00	9,216.00	30,784.00	77%
CONTRACTUAL SERVICES-OTHER	25,000.00	0.00	25,000.00	100%
ATTORNEY FEES	150,000.00	15,206.50	134,793.50	90%

Dept: 03 - Roads	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
ENGINEERING FEES	40,000.00	6,875.00	33,125.00	83%
CONTRACTUAL SERVICES - JANITORIAL	9,000.00	0.00	9,000.00	100%
TRAVEL	2,000.00	0.00	2,000.00	100%
POSTAGE & DELIVERY	100.00	0.00	100.00	100%
UTILITIES	10,000.00	3,144.03	6,855.97	69%
TRASH PICKUP	10,000.00	1,743.34	8,256.66	83%
EQUIPMENT LEASING, LONG-TERM (NON-CAPITAL)	400,000.00	7,215.26	392,784.74	98%
EQUIPMENT RENTAL, SHORT-TERM	150,000.00	49,864.75	100,135.25	67%
GENERAL INSURANCE	230,801.00	0.00	230,801.00	100%
REPAIRS & MAINTENANCE - EQUIPMENT	275,000.00	32,706.70	242,293.30	88%
REPAIRS & MAINTENANCE - BUILDING	40,000.00	17,909.41	22,090.59	55%
REPAIRS & MAINTENANCE - VEHICLES	100,000.00	2,914.94	97,085.06	97%
MAINTENANCE CANALS		112.50	(112.50)	
MILLING ROADS	1,300,000.00	45,926.02	1,254,073.98	96%
DIRT ROADS	125,000.00	0.00	125,000.00	100%
ASPHALT ROADS	150,000.00	10,372.89	139,627.11	93%
ASPHALT SIDEWALKS	180,000.00	18,203.61	161,796.39	90%
ROAD PREPARATION - SOD, (INCL SWALE)	400,000.00	95,024.61	304,975.39	76%
MATERIAL HAULING	262,500.00	26,636.25	235,863.75	90%
OFFICE PRINTING & SIGNAGE	900.00	0.00	900.00	100%
ROAD SIGNAGE	75,000.00	1,615.50	73,384.50	98%
PRINTING, SIGNAGE & FORMS	2,000.00	0.00	2,000.00	100%
CHARGES AND FEES	1,500.00	0.00	1,500.00	100%
OFFICE SUPPLIES	5,000.00	1,866.74	3,133.26	63%
JANITORIAL SUPPLIES	7,500.00	553.26	6,946.74	93%
DYED DIESEL FUEL	390,000.00	26,187.09	363,812.91	93%
OPERATING MATERIALS & SUPPLIES	100,000.00	4,026.80	95,973.20	96%
SAFETY SUPPLIES	10,000.00	368.66	9,631.34	96%
TOOLS	25,000.00	792.18	24,207.82	97%
LUBRICANTS AND FLUIDS	30,000.00	95.80	29,904.20	100%
SURVEYING SUPPLIES	5,000.00	0.00	5,000.00	100%
CAPITAL OUTLAY-TRAFFIC CALMING (UNIT SPECIFIC)	50,000.00	0.00	50,000.00	100%
GRANT EXPENDITURE	188,042.00	0.00	188,042.00	100%
CAPITAL OUTLAY-EQUIPMENT AND MACHINERY	434,759.00	0.00	434,759.00	100%
CAPITAL OUTLAY-VEHICLES	110,000.00	254,743.54	(144,743.54)	-132%
03 - Roads Totals:	**8,414,023.00**	**1,047,105.47**	**7,366,917.53**	**88%**
Dept: 04 - M1				
WAGES, OTHER	1,518,187.00	168,414.40	1,349,772.60	89%
OVERTIME	40,000.00	2,887.64	37,112.36	93%
PAYROLL TAXES	116,141.00	13,066.00	103,075.00	89%
RETIREMENT	204,456.00	23,684.44	180,771.56	88%
EMPLOYEE INSURANCE	462,252.00	44,029.78	418,222.22	90%
WORKER'S COMP INSURANCE	53,744.00	0.00	53,744.00	100%
ATTORNEY FEES	20,000.00	247.50	19,752.50	99%
ENGINEERING FEES	650,000.00	25,120.00	624,880.00	96%
WATER QUALITY SAMPLING	30,000.00	4,782.00	25,218.00	84%
UTILITIES	2,000.00	327.34	1,672.66	84%
GENERAL INSURANCE	52,286.00	0.00	52,286.00	100%
REPAIRS & MAINTENANCE - EQUIPMENT	10,000.00	29,555.34	(19,555.34)	-196%
REPAIRS & MAINTENANCE - BUILDING	10,000.00	1,866.11	8,133.89	81%
REPAIRS & MAINTENANCE - VEHICLES	10,000.00	6,274.99	3,725.01	37%
DRAINAGE CULVERTS	235,000.00	19,710.46	215,289.54	92%
CANAL REPAIR	50,000.00	2,520.00	47,480.00	95%
CANAL RECLAMATION	100,000.00	0.00	100,000.00	100%
MAINTENANCE-CANALS (BASIN SPECIFIC)	20,000.00	8,375.00	11,625.00	58%
MOT/SIGNAGE	64,740.00	3,233.30	61,506.70	95%
DRAINAGE STRUCTURES	22,600.00	0.00	22,600.00	100%
PUMP STATIONS	50,000.00	0.00	50,000.00	100%
MAINTENANCE-PUMPS AND STRUCTURES (BASIN SPECIFIC)	0.00	50.57	(50.57)	
MATERIAL HAULING	91,125.00	9,435.00	81,690.00	90%
DEBRIS HAULING	60,750.00	0.00	60,750.00	100%
NPDES	15,000.00	0.00	15,000.00	100%
TELEMETRY	10,000.00	0.00	10,000.00	100%
DYED DIESEL FUEL	50,000.00	28,819.32	21,180.68	42%
OPERATING MATERIALS & SUPPLIES	5,000.00	2,629.46	2,370.54	47%
TOOLS	5,000.00	3,728.58	1,271.42	25%

Dept: 04 - M1	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
LUBRICANTS AND FLUIDS	10,000.00	2,103.44	7,896.56	79%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	1,000.00	0.00	1,000.00	100%
GRANT EXPENDITURE	748,170.00	0.00	748,170.00	100%
CAPITAL OUTLAY-PUMPS AND STRUCTURES (BASIN SPECIF)	521,800.00	0.00	521,800.00	100%
CAPITAL OUTLAY-CANALS (BASIN SPECIFIC)	40,000.00	0.00	40,000.00	100%
CAPITAL OUTLAY - EQUIPMENT	391,888.00	0.00	391,888.00	100%
04 - M1 Totals:	**5,671,139.00**	**400,860.67**	**5,270,278.33**	**93%**
Dept: 05 - M1S-Bayhill				
UTILITIES	21,000.00	4,743.05	16,256.95	77%
REPAIRS & MAINTENANCE - BUILDING	5,000.00	430.63	4,569.37	91%
MAINTENANCE-PUMPS AND STRUCTURES (BASIN SPECIFIC)	0.00	1,449.32	(1,449.32)	
MAINTENANCE-PUMPS AND STRUCTURES (BASIN SPECIFIC)	20,000.00	19.96	19,980.04	100%
TELEMETRY	5,000.00	0.00	5,000.00	100%
05 - M1S-Bayhill Totals:	**51,000.00**	**6,642.96**	**44,357.04**	**87%**
Dept: 06 - M2				
WAGES, OTHER	317,997.00	40,301.67	277,695.33	87%
OVERTIME	10,000.00	843.38	9,156.62	92%
PAYROLL TAXES	24,327.00	3,135.64	21,191.36	87%
RETIREMENT	42,845.00	5,688.53	37,156.47	87%
EMPLOYEE INSURANCE	94,802.00	10,291.68	84,510.32	89%
WORKER'S COMP INSURANCE	11,257.00	0.00	11,257.00	100%
ATTORNEY FEES	8,000.00	2,731.00	5,269.00	66%
ENGINEERING FEES	25,000.00	195.00	24,805.00	99%
UTILITIES	6,000.00	753.36	5,246.64	87%
GENERAL INSURANCE	10,065.00	0.00	10,065.00	100%
REPAIRS & MAINTENANCE - BUILDING	10,000.00	0.00	10,000.00	100%
MAINTENANCE-CANALS (BASIN SPECIFIC)	10,000.00	0.00	10,000.00	100%
MOT/SIGNAGE	13,260.00	0.00	13,260.00	100%
DRAINAGE STRUCTURES	5,000.00	0.00	5,000.00	100%
PUMP STATIONS	5,000.00	0.00	5,000.00	100%
MATERIAL HAULING	18,000.00	0.00	18,000.00	100%
DEBRIS HAULING	12,000.00	0.00	12,000.00	100%
TELEMETRY	5,000.00	0.00	5,000.00	100%
CAPITAL OUTLAY-PUMPS AND STRUCTURES (BASIN SPECIF)	29,000.00	0.00	29,000.00	100%
CAPITAL OUTLAY-CANALS (BASIN SPECIFIC)	35,000.00	0.00	35,000.00	100%
CAPITAL OUTLAY - EQUIPMENT & MACHINERY	79,700.00	0.00	79,700.00	100%
06 - M2 Totals:	**772,253.00**	**63,940.26**	**708,312.74**	**92%**
Dept: 07 - Aquatics				
CONTRACTUAL SERVICES-OTHER	320,000.00	74,549.00	245,451.00	77%
GENERAL INSURANCE	10,000.00	0.00	10,000.00	100%
CHEMICALS	100,000.00	0.00	100,000.00	100%
07 - Aquatics Totals:	**430,000.00**	**74,549.00**	**355,451.00**	**83%**
Dept: 08 - M3 - SRG				
WAGES, OTHER	24,668.00	1,993.27	22,674.73	92%
OVERTIME	2,500.00	46.49	2,453.51	98%
PAYROLL TAXES	1,887.00	155.53	1,731.47	92%
RETIREMENT	3,278.00	275.21	3,002.79	92%
EMPLOYEE INSURANCE	7,349.00	538.77	6,810.23	93%
WORKER'S COMP INSURANCE	874.00	0.00	874.00	100%
TRASH PICKUP	1,000.00	0.00	1,000.00	100%
EQUIPMENT RENTAL	8,394.00	3,100.00	5,294.00	63%
DYED DIESEL FUEL	7,200.00	1,445.67	5,754.33	80%
ROAD MATERIAL	30,000.00	28,625.20	1,374.80	5%
CAPITAL OUTLAY - EQUIPMENT AND MACHINERY	2,880.00	281.25	2,598.75	90%
08 - M3 - SRG Totals:	**90,030.00**	**36,461.39**	**53,568.61**	**60%**
Dept: 09 - AG PRODUCTION				
WAGES, OTHER	161,200.00	20,487.68	140,712.32	87%
OVERTIME	22,800.00	776.25	22,023.75	97%
PAYROLL TAXES	12,332.00	1,584.73	10,747.27	87%
RETIREMENT	21,972.00	2,983.34	18,988.66	86%
EMPLOYEE INSURANCE	44,516.00	4,671.94	39,844.06	90%
WORKER'S COMP INSURANCE	3,935.00	0.00	3,935.00	100%
UNIFORMS	600.00	0.00	600.00	100%
CONTRACTUAL SERVICES - PROFESSIONAL	3,500.00	2,122.76	1,377.24	39%
EQUIPMENT LEASING	596,340.00	113,679.15	482,660.85	81%

Dept: 09 - AG PRODUCTION	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
EQUIPMENT RENTAL	85,000.00	8,286.11	76,713.89	90%
FUEL	78,336.00	13,524.58	64,811.42	83%
OPERATING MATERIALS & SUPPLIES	5,600.00	8,725.79	(3,125.79)	-56%
SAFETY EQUIPMENT	2,000.00	0.00	2,000.00	100%
TOOLS	2,500.00	0.00	2,500.00	100%
LUBRICANTS AND FLUIDS	7,500.00	671.93	6,828.07	91%
CAPITAL OUTLAY - EQUIPMENT & MACHINERY	215,000.00	14,373.00	200,627.00	93%
09 - AG PRODUCTION Totals:	**1,263,131.00**	**191,887.26**	**1,071,243.74**	**85%**
Expenditure Totals:	**24,015,653.00**	**2,704,000.14**	**21,311,652.86**	**89%**

BUDGET TO ACTUAL Cont'd

VARIANCE ANALYSIS

PARKS:

Engineering – mainly due to costs for Coconut Park repair. This should be reimbursed by FEMA. At the time of the budget preparation, it was not known whether FEMA would approve the project and as such no amounts were budgeted for the project. A budget amendment will be proposed once all costs have been finalized.

ASSESSMENT REVENUE

ASSESSMENT COLLECTIONS VS BUDGET
OCT 2025 - NOVEMBER 2025

UNIT	BUDGET	ACTUAL	% COLLECTED
1	1,921,711.00	203,911.62	11%
2	1,846,134.00	179,475.81	10%
3	1,318,322.00	123,620.98	9%
4	3,259,513.00	304,819.90	9%
5	2,375,190.00	202,609.97	9%
6	1,254,068.00	115,215.41	9%
7	1,948,974.00	193,398.59	10%
9	1,286,798.00	116,657.55	9%
10	2,902,215.00	270,317.47	9%
12	1,954,008.00	184,560.47	9%
13	436,111.00	49,529.22	11%
14	632,988.00	60,204.76	10%
17	33,717.00	3,205.12	10%
18	75,065.00	5,323.65	7%
19	12,925.00	-	0%
20	189,666.00	17,471.79	9%
M1H	24,514.00	-	0%
M1S	267,285.00	28,775.78	11%
M2D	111,221.00	18,309.18	16%
M2L	80,051.00	10,656.38	13%
2K	137,951.00	-	0%
7M	18,938.00	-	0%
UNIT 18 DEBT	596,106.00	42,273.47	7%
UNIT 20 DEBT	416,446.00	38,158.39	9%
R3 DEBT	1,106,375.00	105,332.28	10%
TOTALS	24,206,292.00	2,273,827.79	9%

PERMIT FEES

NOVEMBER 2025

TYPE	OCT	NOV	TOTAL
CULVERT	$ 6,450	$ 6,325	$ 12,775
DRIVEWAY	-		-
GATE	-	200	200
SPECIAL	5,000	2,250	7,250
TOTAL	$ 11,450	$ 8,775	$ 20,225

DEPARTMENT ANALYSIS

ADMINISTRATION

Role of the department - To ensure the smooth operation of the District by managing office logistics, coordinating communication, and overseeing daily support functions. In addition, maintaining records, accurately and timely reporting of financial activities, managing employee relations, manage information technology systems, organizing schedules, and providing essential services that enable other departments to focus on their core activities.

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES, BOARD OF SUPERVISORS	33,600.00	5,600.00	28,000.00	83%
WAGES, EXECUTIVE DIRECTOR	231,000.00	36,461.56	194,538.44	84%
WAGES, OTHER	941,303.00	116,378.27	824,924.73	88%
OVERTIME	20,000.00	2,927.45	17,072.55	85%
PAYROLL TAXES	93,277.00	10,049.45	83,227.55	89%
RETIREMENT	257,752.00	36,508.92	221,243.08	86%
EMPLOYEE INSURANCE	272,810.00	25,342.52	247,467.48	91%
WORKER'S COMP INSURANCE	17,397.00	0.00	17,397.00	100%
REEMPLOYMENT TAX	1,030.00	0.00	1,030.00	100%
EMPLOYEE RECOGNITION	12,225.00	37.46	12,187.54	100%
UNIFORMS	1,133.00	726.00	407.00	36%
	1,881,527.00	**234,031.63**	**1,647,495.37**	**88%**

CONTRACTS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
COMMISSIONS	237,323.00	19,996.49	217,326.51	92%
COMPUTER PROGRAMMING & MAINTENANCE	-	9,446.34	(9,446.34)	
CONTRACTUAL SERVICES-PROFESSIONAL	532,910.00	82,184.73	450,725.27	85%
CONTRACTUAL SERVICES-OTHER	14,523.00	587.56	13,935.44	96%
ATTORNEY FEES	300,000.00	58,342.59	241,657.41	81%
ATTORNEY - HUMAN RESOURCES	25,000.00	-	25,000.00	100%
IT SUPPLIES & ACCESSORIES	20,968.00	-	20,968.00	100%
IT SOFTWARE SUBSCRIPTIONS	15,600.00	5,830.38	9,769.62	63%
IT SERVICE CONTRACT	28,600.00	2,256.50	26,343.50	92%
IT SOFTWARE	157,332.00	16,022.30	141,309.70	90%
IT HARDWARE	7,500.00	3,654.68	3,845.32	51%
ACCOUNTING & AUDITING FEES	75,000.00	-	75,000.00	100%
EQUIPMENT LEASING, LONG-TERM (NON-CAPITAL)	11,640.00	889.85	10,750.15	92%
GENERAL INSURANCE	72,349.00	-	72,349.00	100%
PRINTING, SIGNAGE & FORMS	1,545.00	54.12	1,490.88	96%
RECORDS MANAGEMENT	11,660.00	1,481.87	10,178.13	87%
ENGINEERING FEES	200,850.00	23,035.30	177,814.70	89%
DEPUTY SHERIFFS	85,000.00	21,288.00	63,712.00	75%
CONTRACTUAL SERVICES - JANITORIAL	12,360.00	425.00	11,935.00	97%
	1,810,160.00	**245,495.71**	**1,564,664.29**	**86%**

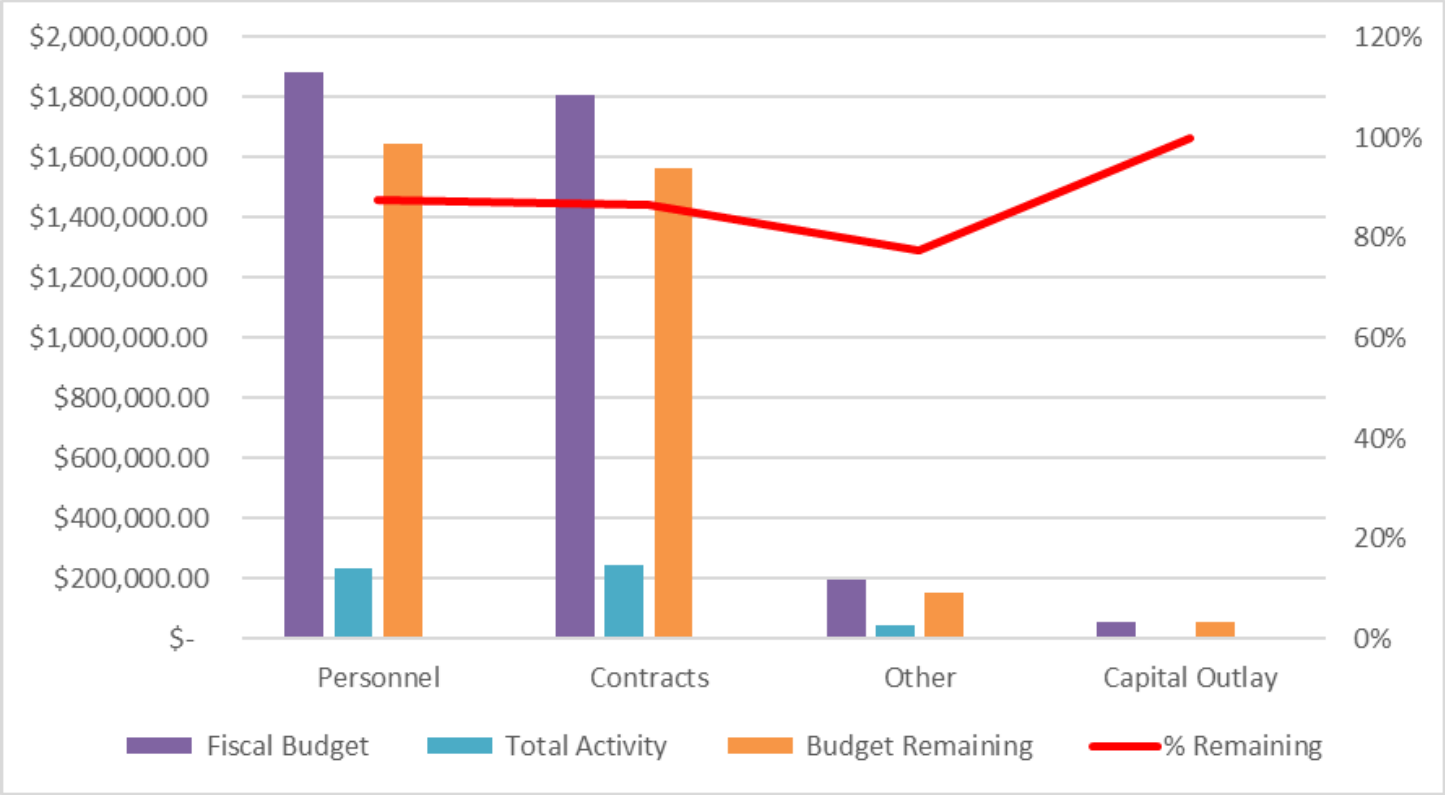
OTHER	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
MEETINGS/MEALS	7,210.00	2,322.95	4,887.05	68%
TELEPHONES & COMMUNICATIONS	81,370.00	14,683.95	66,686.05	82%
POSTAGE & DELIVERY	2,884.00	938.21	1,945.79	67%
UTILITIES	7,211.00	4,711.50	2,499.50	35%
TRAVEL	32,754.00	1,175.40	31,578.60	96%
REPAIRS & MAINTENANCE - BUILDING	6,025.00	518.40	5,506.60	91%
PUBLIC RELATIONS, LEGAL NOTICES	7,725.00	2,213.92	5,511.08	71%
CHARGES AND FEES	5,407.00	6,355.16	(948.16)	-18%
OFFICE SUPPLIES	7,282.00	1,949.07	5,332.93	73%
JANITORIAL SUPPLIES	618.00	18.96	599.04	97%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	12,993.00	2,129.99	10,863.01	84%
EDUCATION & TRAINING	26,100.00	7,358.61	18,741.39	72%
	197,579.00	**44,376.12**	**153,202.88**	**78%**

CAPITAL OUTLAY	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CAPITAL OUTLAY - COMPUTER EQUIPMENT	30,000.00	-	30,000.00	100%
CAPITAL OUTLAY - EQUIPMENT	25,000.00	-	25,000.00	100%
	55,000.00	**-**	**55,000.00**	**100%**

01 - Administration Totals:	**3,944,266.00**	**523,903.46**	**3,420,362.54**	**87%**

DEPARTMENT ANALYSIS

ADMINISTRATION Cont'd



DEPARTMENT ANALYSIS Cont'd

PARKS

Role of the department - To promote community health and increase physical activity by providing and promoting safe, equitable, and inclusive access to parks, trails, recreation areas, and green spaces.

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES, OTHER	756,993.00	94,803.38	662,189.62	87%
OVERTIME	40,000.00	12,584.40	27,415.60	69%
PAYROLL TAXES	57,751.00	8,119.41	49,631.59	86%
RETIREMENT	102,895.00	15,065.34	87,829.66	85%
EMPLOYEE INSURANCE	175,477.00	23,985.78	151,491.22	86%
WORKER'S COMP INSURANCE	25,592.00	0.00	25,592.00	100%
UNIFORMS	2,500.00	39.44	2,460.56	98%
	1,161,208.00	**154,597.75**	**1,006,610.25**	**87%**

CONTRACTS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CONTRACTUAL SERVICES - PROFESSIONAL	565,000.00	95,449.88	469,550.12	83%
CONTRACTUAL SERVICES - OTHER	10,000.00	675.00	9,325.00	93%
ATTORNEY FEES	25,000.00	5,309.75	19,690.25	79%
CONTRACTUAL SERVICES - TREE TRIMMING	40,000.00	0.00	40,000.00	100%
ENGINEERING FEES	2,750.00	29,574.05	(26,824.05)	-975%
DEPUTY SHERIFFS	5,800.00	2,040.00	3,760.00	65%
CONTRACTUAL SERVICES - JANITORIAL	15,000.00	2,767.56	12,232.44	82%
TRASH PICKUP	58,000.00	2,450.58	55,549.42	96%
EQUIPMENT RENTAL, SHORT-TERM	20,000.00	1,017.50	18,982.50	95%
	741,550.00	**139,284.32**	**602,265.68**	**81%**

OTHER	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
TRAVEL	5,000.00	593.60	4,406.40	88%
MEETINGS/MEALS	750.00	0.00	750.00	100%
UTILITIES	120,000.00	19,704.83	100,295.17	84%
GENERAL INSURANCE	59,102.00	-	59,102.00	100%
PRINTING, SIGNAGE & FORMS	10,000.00	156.21	9,843.79	98%
CHARGES & FEES	-	6.99	(6.99)	
EVENTS	-	2,256.57	(2,256.57)	
OFFICE SUPPLIES	750.00	0.00	750.00	100%
JANITORIAL SUPPLIES	5,000.00	2,559.23	2,440.77	49%
GASOLINE	55,000.00	8,960.01	46,039.99	84%
OPERATING MATERIALS & SUPPLIES	5,000.00	8,795.40	(3,795.40)	-76%
TOOLS	4,450.00	299.99	4,150.01	93%
CHEMICALS	92,000.00	1,039.68	90,960.32	99%
SAFETY SUPPLIES	500.00	118.53	381.47	76%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	1,000.00	250.00	750.00	75%
	358,552.00	**44,741.04**	**313,810.96**	**88%**

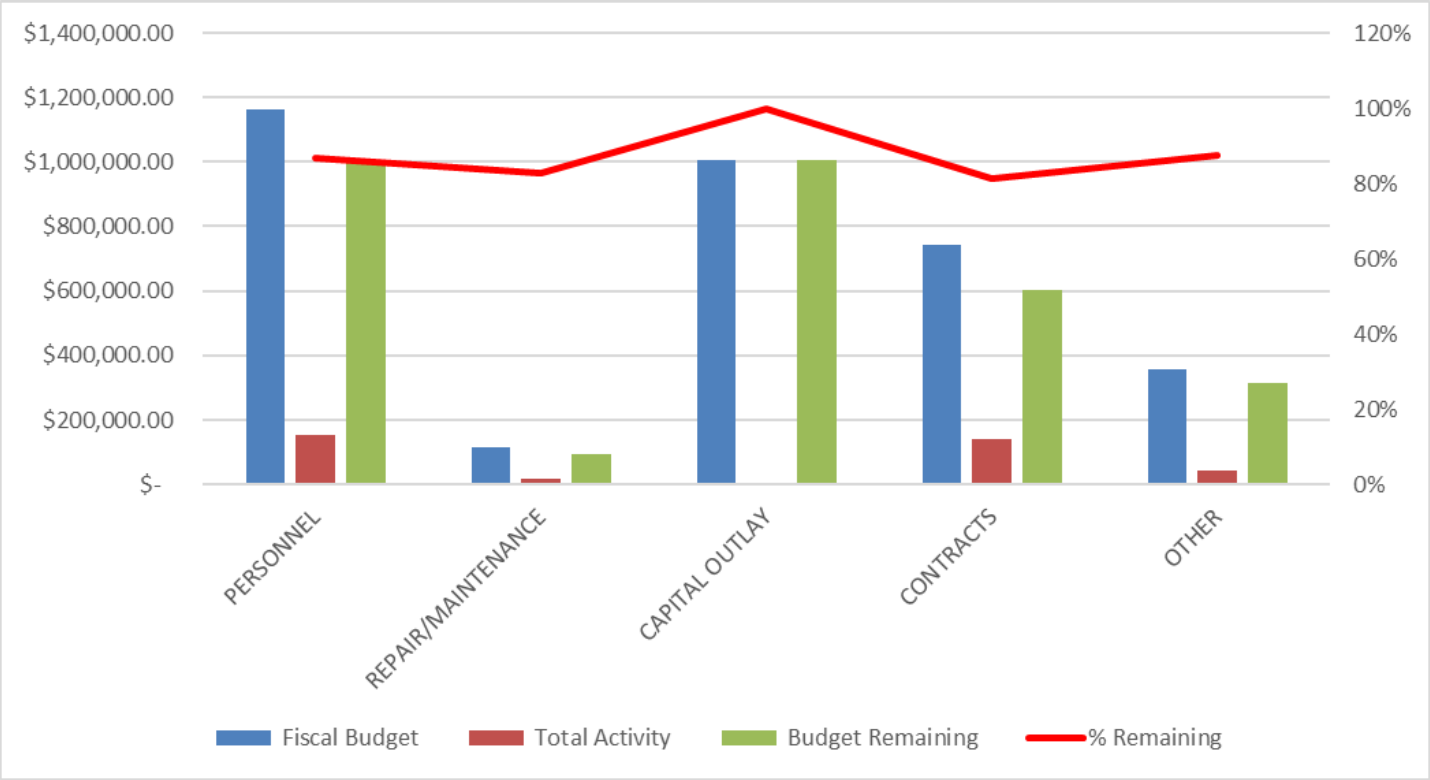
REPAIR & MAINTENANCE	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
REPAIRS & MAINTENANCE - EQUIPMENT	15,000.00	3,540.06	11,459.94	76%
REPAIRS & MAINTENANCE - BUILDING	15,000.00	7,660.29	7,339.71	49%
REPAIRS & MAINTENANCE - VEHICLES	7,500.00	3,133.00	4,367.00	58%
REPAIRS & MAINTENANCE - IRRIGATION	1,500.00	2,062.31	(562.31)	-37%
REPAIRS & MAINTENANCE - FIELDS & GROUNDS	75,000.00	3,457.90	71,542.10	95%
	114,000.00	**19,853.56**	**94,146.44**	**83%**

CAPITAL OUTLAY	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CAPITAL OUTLAY-PARK IMPROVEMENTS	502,001.00	0.00	502,001.00	100%
GRANT EXPENDITURE	437,500.00	0.00	437,500.00	100%
CAPITAL OUTLAY-VEHICLES	65,000.00	0.00	65,000.00	100%
	1,004,501.00	**-**	**1,004,501.00**	**100%**

02 - Parks Totals:	**3,379,811.00**	**358,476.67**	**3,021,334.33**	**89%**

DEPARTMENT ANALYSIS Cont'd

PARKS Cont'd



DEPARTMENT ANALYSIS Cont'd

ROADS

Role of the department - To operate and maintain the District's infrastructure; roads and sidewalks.

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES, OTHER	1,936,186.00	274,529.40	1,661,656.60	86%
OVERTIME	102,000.00	6,763.12	95,236.88	93%
PAYROLL TAXES	148,118.00	21,263.68	126,854.32	86%
RETIREMENT	263,902.00	39,410.05	224,491.95	85%
EMPLOYEE INSURANCE	551,174.00	71,477.85	479,696.15	87%
WORKER'S COMP INSURANCE	68,541.00	0.00	68,541.00	100%
UNIFORMS	10,000.00	339.99	9,660.01	97%
	3,079,921.00	**413,784.09**	**2,666,136.91**	**87%**

CONTRACTS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CONTRACTUAL SERVICES-PROFESSIONAL	40,000.00	9,216.00	30,784.00	77%
CONTRACTUAL SERVICES-OTHER	25,000.00	0.00	25,000.00	100%
ATTORNEY FEES	150,000.00	15,206.50	134,793.50	90%
ENGINEERING FEES	40,000.00	6,875.00	33,125.00	83%
CONTRACTUAL SERVICES - JANITORIAL	9,000.00	0.00	9,000.00	100%
TRASH PICKUP	10,000.00	1,743.34	8,256.66	83%
EQUIPMENT LEASING, LONG-TERM (NON-CAPITAL)	400,000.00	7,215.26	392,784.74	98%
EQUIPMENT RENTAL SHORT-TERM	150,000.00	49,864.75	100,135.25	67%
GENERAL INSURANCE	230,801.00	-	230,801.00	100%
	1,054,801.00	**90,120.85**	**964,680.15**	**91%**

REPAIR & MAINTENANCE	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
REPAIRS & MAINTENANCE - EQUIPMENT	275,000.00	32,706.70	242,293.30	88%
REPAIRS & MAINTENANCE - BUILDING	40,000.00	17,909.41	22,090.59	55%
REPAIRS & MAINTENANCE - VEHICLES	100,000.00	2,914.94	97,085.06	97%
MAINTENANCE - CANALS	-	112.50	(112.50)	
	415,000.00	**53,643.55**	**361,356.45**	**87%**

ROADS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
MILLING ROADS	1,300,000.00	45,926.02	1,254,073.98	96%
DIRT ROADS	125,000.00	0.00	125,000.00	100%
ASPHALT ROADS	150,000.00	10,372.89	139,627.11	93%
ASPHALT SIDEWALKS	180,000.00	18,203.61	161,796.39	90%
ROAD PREPARATION - SOD, (INC SWALE)	400,000.00	95,024.61	304,975.39	76%
MATERIAL HAULING	262,500.00	26,636.25	235,863.75	90%
	2,417,500.00	**196,163.38**	**2,221,336.62**	**92%**

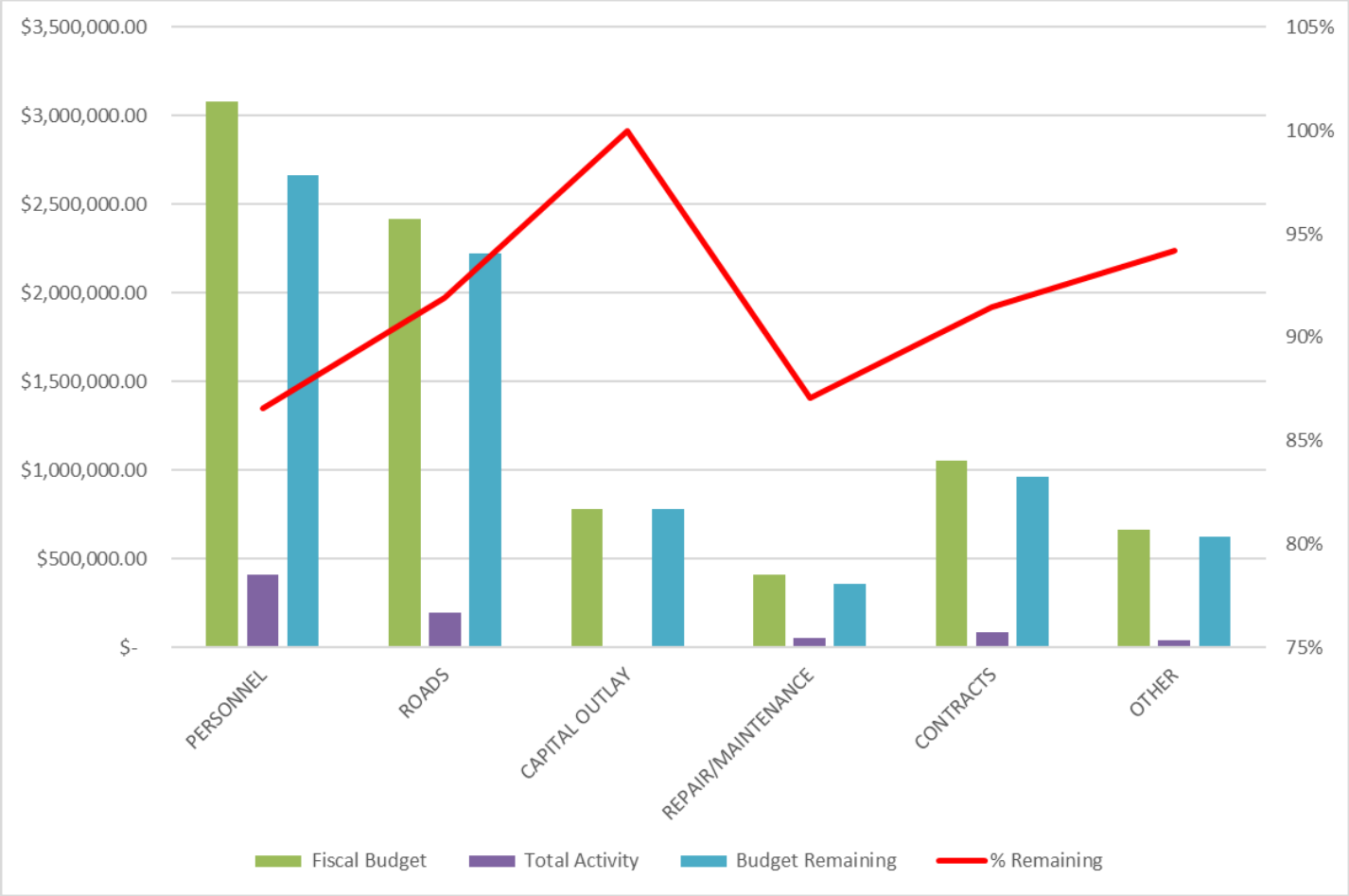
OTHER	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
OFFICE PRINTING & SIGNAGE	900.00	0.00	900.00	100%
ROAD SIGNAGE	75,000.00	1,615.50	73,384.50	98%
PRINTING, SIGNAGE & FORMS	2,000.00	0.00	2,000.00	100%
CHARGES AND FEES	1,500.00	0.00	1,500.00	100%
OFFICE SUPPLIES	5,000.00	1,866.74	3,133.26	63%
JANITORIAL SUPPLIES	7,500.00	553.26	6,946.74	93%
DYED DIESEL FUEL	390,000.00	26,187.09	363,812.91	93%
OPERATING MATERIALS & SUPPLIES	100,000.00	4,026.80	95,973.20	96%
SAFETY SUPPLIES	10,000.00	368.66	9,631.34	96%
TOOLS	25,000.00	792.18	24,207.82	97%
LUBRICANTS AND FLUIDS	30,000.00	95.80	29,904.20	100%
SURVEYING SUPPLIES	5,000.00	-	5,000.00	100%
TRAVEL	2,000.00	-	2,000.00	100%
POSTAGE & DELIVERY	100.00	-	100.00	100%
UTILITIES	10,000.00	3,144.03	6,855.97	69%
	664,000.00	**38,650.06**	**625,349.94**	**94%**

CAPITAL OUTLAY	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CAPITAL OUTLAY-TRAFFIC CALMING (UNIT SPECIFIC)	50,000.00	0.00	50,000.00	100%
GRANT EXPENDITURE	188,042.00	0.00	188,042.00	100%
CAPITAL OUTLAY-EQUIPMENT AND MACHINERY	434,759.00	0.00	434,759.00	100%
CAPITAL OUTLAY-VEHICLES	110,000.00	0.00	110,000.00	100%
	782,801.00	**-**	**782,801.00**	**100%**

03 - Roads Totals:	**8,414,023.00**	**792,361.93**	**7,621,661.07**	**91%**

DEPARTMENT ANALYSIS Cont'd

ROADS Cont'd



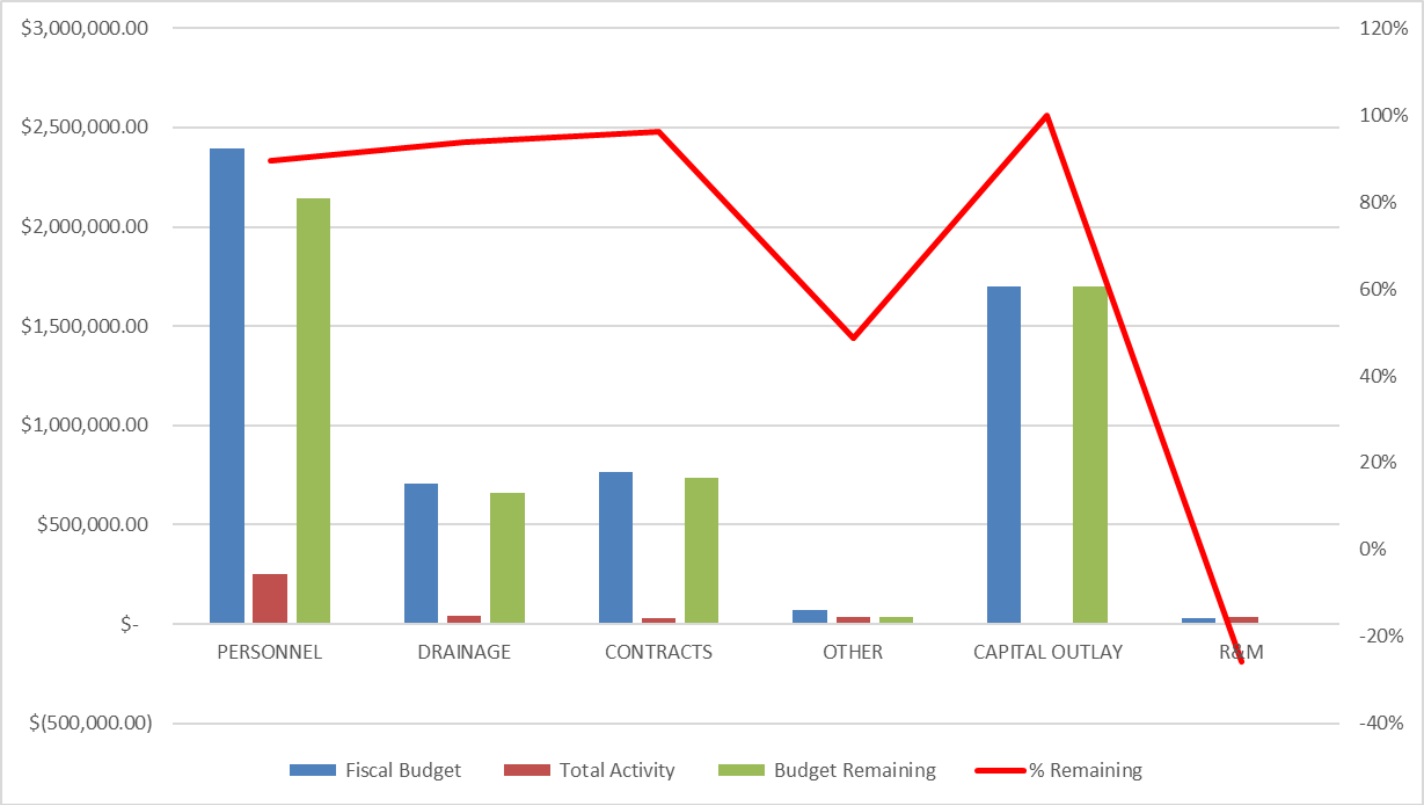
DEPARTMENT ANALYSIS Cont'd

M1

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES, OTHER	1,518,187.00	168,414.40	1,349,772.60	89%
OVERTIME	40,000.00	2,887.64	37,112.36	93%
PAYROLL TAXES	116,141.00	13,066.00	103,075.00	89%
RETIREMENT	204,456.00	23,684.44	180,771.56	88%
EMPLOYEE INSURANCE	462,252.00	44,029.78	418,222.22	90%
WORKER'S COMP INSURANCE	53,744.00	0.00	53,744.00	100%
	2,394,780.00	**252,082.26**	**2,142,697.74**	**89%**
CONTRACTS	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
ATTORNEY FEES	20,000.00	247.50	19,752.50	99%
ENGINEERING FEES	650,000.00	25,120.00	624,880.00	96%
WATER QUALITY SAMPLING	30,000.00	4,782.00	25,218.00	84%
GENERAL INSURANCE	52,286.00	0.00	52,286.00	100%
NPDES	15,000.00	0.00	15,000.00	100%
	767,286.00	**30,149.50**	**737,136.50**	**96%**
OTHER	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
UTILITIES	2,000.00	163.39	1,836.61	92%
DYED DIESEL FUEL	50,000.00	28,819.32	21,180.68	42%
OPERATING MATERIALS & SUPPLIES	5,000.00	2,629.46	2,370.54	47%
TOOLS	5,000.00	3,728.58	1,271.42	25%
LUBRICANTS AND FLUIDS	$10,000.00	2,103.44	7,896.56	79%
BOOKS, PUBLICATIONS, DUES & SUBSCRIPTIONS	1,000.00	0.00	1,000.00	100%
	73,000.00	**37,444.19**	**35,555.81**	**49%**
DRAINAGE	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
DRAINAGE CULVERTS	235,000.00	19,710.46	215,289.54	92%
CANAL REPAIR	50,000.00	2,520.00	47,480.00	95%
CANAL RECLAMATION	100,000.00	0.00	100,000.00	100%
MAINTENANCE-CANALS (BASIN SPECIFIC)	20,000.00	8,375.00	11,625.00	58%
MOT/SINAGE	64,740.00	3,233.30	61,506.70	95%
DRAINAGE STRUCTURES	22,600.00	0.00	22,600.00	100%
PUMP STATIONS	50,000.00	0.00	50,000.00	100%
MATERIAL HAULING	91,125.00	9,435.00	81,690.00	90%
DEBRIS HAULING	60,750.00	0.00	60,750.00	100%
TELEMETRY	10,000.00	0.00	10,000.00	100%
	704,215.00	**43,273.76**	**660,941.24**	**94%**
CAPITAL OUTLAY	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
GRANT EXPENDITURE	748,170.00	-	748,170.00	100%
CAPITAL OUTLAY-PUMPS AND STRUCTURES	521,800.00	-	521,800.00	100%
CAPITAL OUTLAY-CANALS (BASIN SPECIFIC)	40,000.00	-	40,000.00	100%
CAPITAL OUTLAY - EQUIPMENT	391,888.00	-	391,888.00	100%
	1,701,858.00	**-**	**1,701,858.00**	**100%**
REPAIRS & MAINTENANCE	**Fiscal Budget**	**Total Activity**	**Budget Remaining**	**% Remaining**
REPAIRS & MAINTENANCE - EQUIPMENT	10,000.00	29,555.34	(19,555.34)	-196%
REPAIRS & MAINTENANCE - BUILDING	10,000.00	1,866.11	8,133.89	81%
REPAIRS & MAINTENANCE - VEHICLES	10,000.00	6,274.99	3,725.01	37%
	30,000.00	**37,696.44**	**(7,696.44)**	**-26%**
04 - M1 Totals:	**5,671,139.00**	**400,646.15**	**5,270,492.85**	**93%**

DEPARTMENT ANALYSIS Cont'd

M1 Cont'd



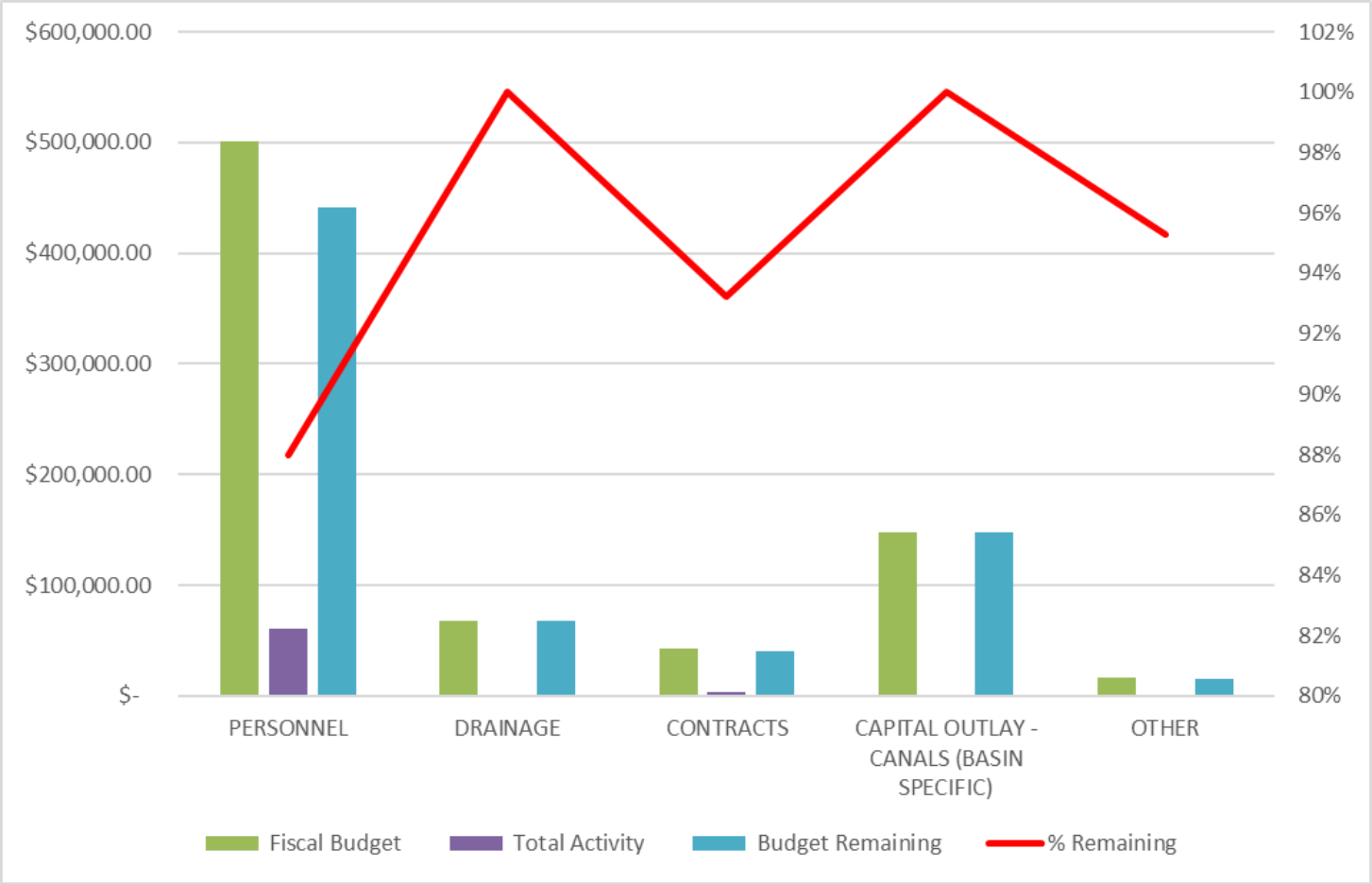
DEPARTMENT ANALYSIS Cont'd

M2

PERSONNEL	Fiscal Budget	Total Activi	Budget Remaining	% Remaining
WAGES, OTHER	317,997.00	40,301.67	277,695.33	87%
OVERTIME	10,000.00	843.38	9,156.62	92%
PAYROLL TAXES	24,327.00	3,135.64	21,191.36	87%
RETIREMENT	42,845.00	5,688.53	37,156.47	87%
EMPLOYEE INSURANCE	94,802.00	10,291.68	84,510.32	89%
WORKER'S COMP INSURANCE	11,257.00	0.00	11,257.00	100%
	501,228.00	**60,260.90**	**440,967.10**	**88%**
CONTRACTS	**Fiscal Budget**	**Total Activi**	**Budget Remaining**	**% Remaining**
ATTORNEY FEES	8,000.00	2,731.00	5,269.00	66%
ENGINEERING FEES	25,000.00	195.00	24,805.00	99%
GENERAL INSURANCE	10,065.00	-	10,065.00	100%
	43,065.00	**2,926.00**	**40,139.00**	**93%**
OTHER	**Fiscal Budget**	**Total Activi**	**Budget Remaining**	**% Remaining**
UTILITIES	6,000.00	753.36	5,246.64	87%
REPAIRS & MAINTENANCE - BUILDING	10,000.00	-	10,000.00	100%
	16,000.00	**753.36**	**15,246.64**	**95%**
DRAINAGE	**Fiscal Budget**	**Total Activi**	**Budget Remaining**	**% Remaining**
MAINTENANCE-CANALS (BASIN SPECIFIC)	10,000.00	-	10,000.00	100%
MOT/SINAGE	13,260.00	-	13,260.00	100%
DRAINAGE STRUCTURES	5,000.00	-	5,000.00	100%
PUMP STATIONS	5,000.00	-	5,000.00	100%
MATERIAL HAULING	18,000.00	-	18,000.00	100%
DEBRIS HAULING	12,000.00	-	12,000.00	100%
TELEMETRY	5,000.00	-	5,000.00	100%
	68,260.00	**-**	**68,260.00**	**100%**
CAPITAL OUTLAY	**Fiscal Budget**	**Total Activi**	**Budget Remaining**	**% Remaining**
CAPITAL OUTLAY-PUMPS & STRUCTURES	29,000.00	-	29,000.00	100%
CAPITAL OUTLAY-CANALS	39,000.00	-	39,000.00	100%
CAPITAL OUTLAY - EQUIPMENT & MACHINERY	79,700.00	-	79,700.00	100%
	147,700.00	**-**	**147,700.00**	**100%**
06 - M2 Totals:	**776,253.00**	**63,940.26**	**712,312.74**	**92%**

DEPARTMENT ANALYSIS Cont'd

M2 Cont'd



DEPARTMENT ANALYSIS Cont'd

M3 (SRG)

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES - OTHER	24,668.00	1,993.27	22,674.73	92%
OVERTIME	2,500.00	46.49	2,453.51	98%
PAYROLL TAXES	1,887.00	155.53	1,731.47	92%
RETIREMENT	3,278.00	275.21	3,002.79	92%
EMPLOYEE INSURANCE	7,349.00	538.77	6,810.23	93%
WORKERS COMP INSURANCE	874.00	0.00	874.00	100%
	40,556.00	**3,009.27**	**37,546.73**	**93%**

OTHER	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
TRASH PICK-UP	1,000.00	0.00	1,000.00	100%
EQUIPMENT RENTAL	8,394.00	3,100.00	5,294.00	63%
	9,394.00	**3,100.00**	**6,294.00**	**67%**

	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CAPITAL OUTLAY - EQUIPMENT & MACHINERY	**2,880.00**	**281.25**	**2,598.75**	**90%**

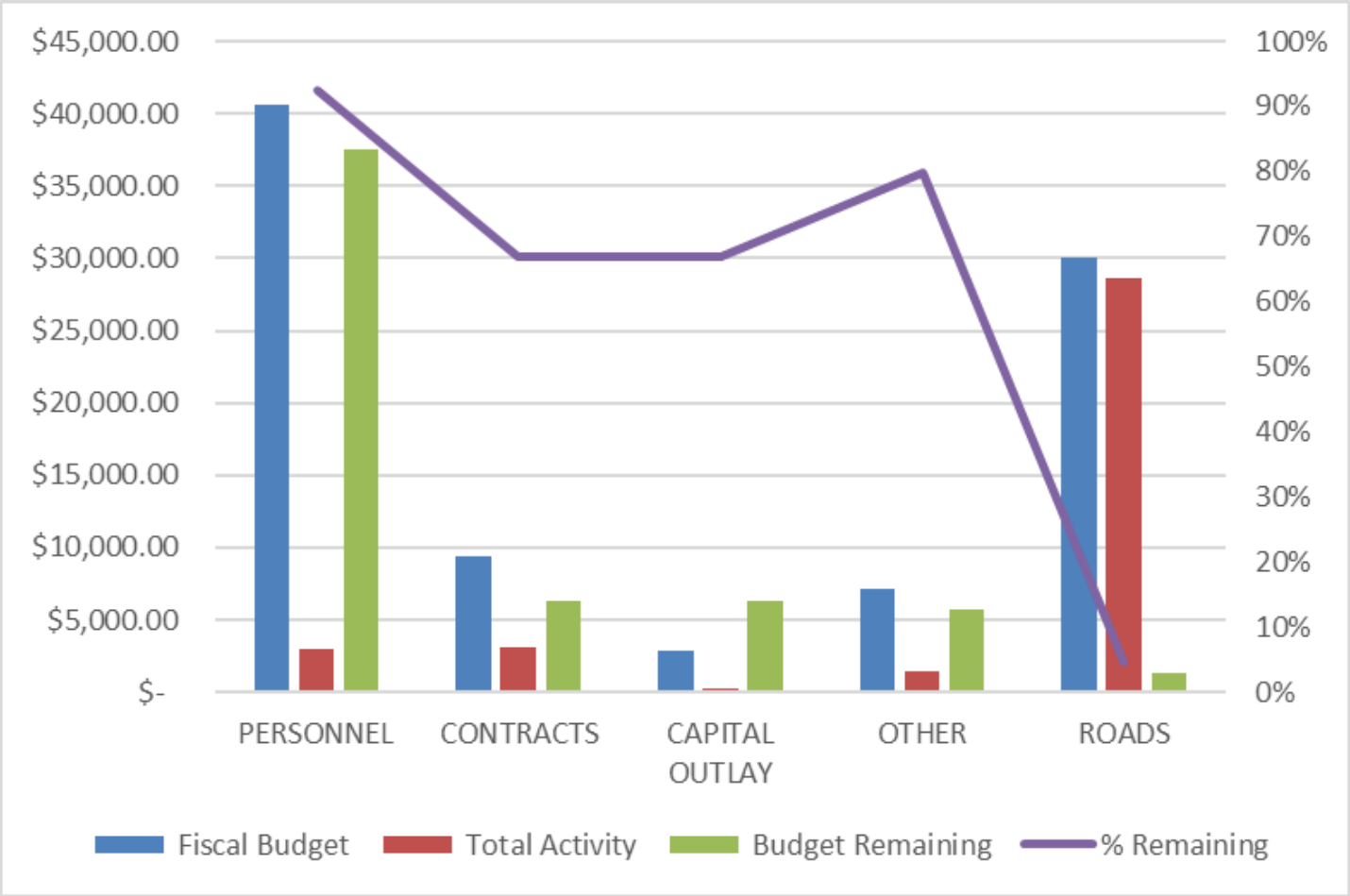
	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
DYED DIESEL FUEL	**7,200.00**	**1,445.67**	**5,754.33**	**80%**

ROADS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
ROAD MATERIAL	**30,000.00**	**28,625.20**	**1,374.80**	**5%**

08 - M3 Totals:	**90,030.00**	**36,461.39**	**53,568.61**	**60%**

DEPARTMENT ANALYSIS Cont'd

M3 (SRG) Cont'd



DEPARTMENT ANALYSIS Cont'd

AGGREGATE PRODUCTION

PERSONNEL	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
WAGES - OTHER	161,200.00	20,487.68	140,712.32	87%
OVERTIME	22,800.00	776.25	22,023.75	97%
PAYROLL TAXES	12,332.00	1,584.73	10,747.27	87%
RETIREMENT	21,972.00	2,983.34	18,988.66	86%
EMPLOYEE INSURANCE	44,516.00	4,671.94	39,844.06	90%
WORKERS' COMP INSURANCE	3,935.00	0.00	3,935.00	100%
UNIFORMS	600.00	0.00	600.00	100%
	267,355.00	**30,503.94**	**236,851.06**	**89%**

CONTRACTS	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CONTRACTUAL SERVICES - PROFESSIONAL	3,500.00	2,122.76	1,377.24	39%
EQUIPMENT LEASING	596,340.00	113,679.15	482,660.85	81%
EQUIPMENT RENTAL	85,000.00	8,286.11	76,713.89	90%
	684,840.00	**124,088.02**	**560,751.98**	**82%**

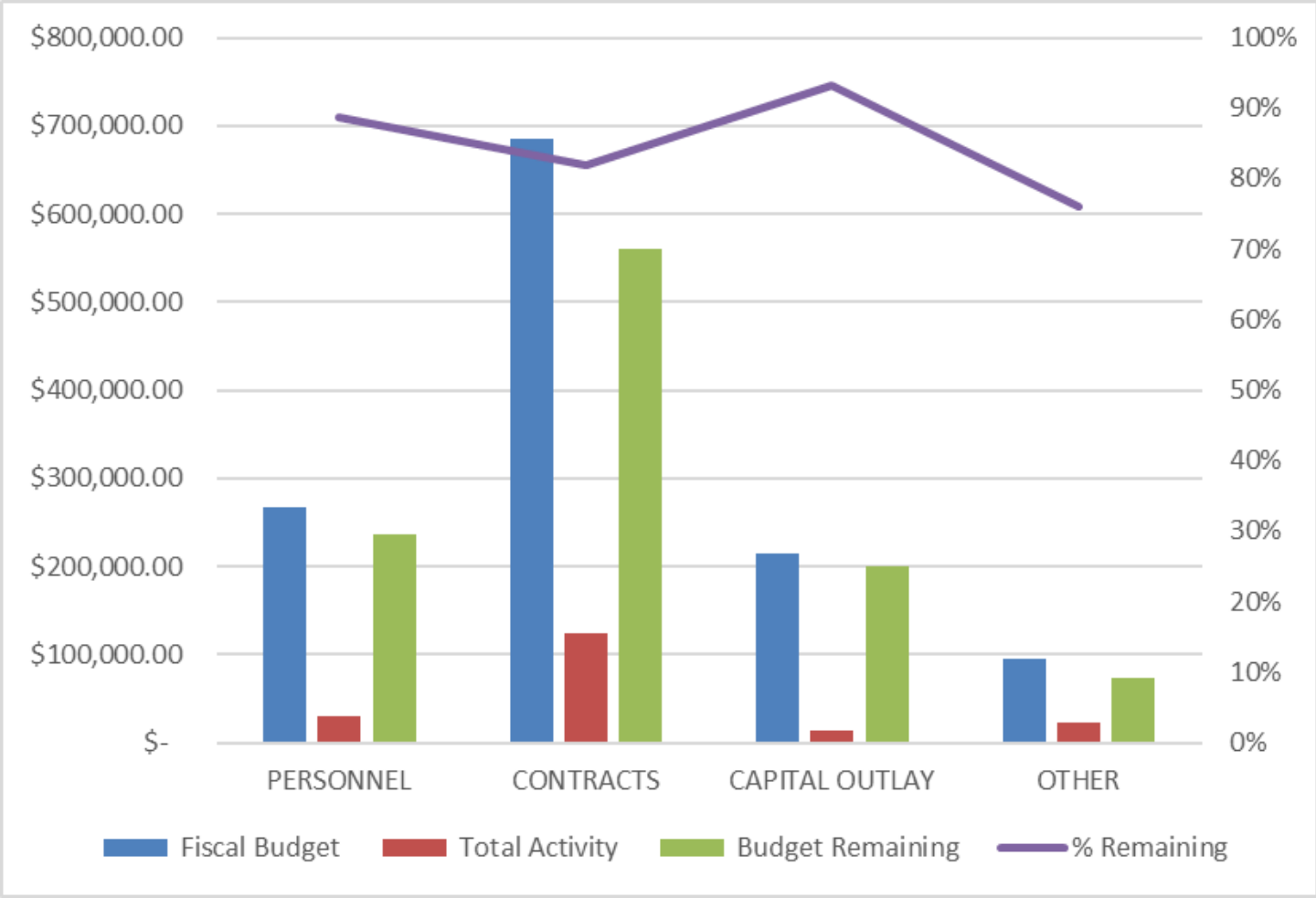
	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
CAPITAL OUTLAY - EQUIP & MACHINERY	**215,000.00**	**14,373.00**	**200,627.00**	**93%**

OTHER	Fiscal Budget	Total Activity	Budget Remaining	% Remaining
FUEL	78,336.00	13,524.58	64,811.42	83%
OPERATING MATERIALS & SUPPLIES	5,600.00	8,725.79	(3,125.79)	-56%
SAFETY EQUIPMEMNT	2,000.00	0.00	2,000.00	100%
TOOLS	2,500.00	0.00	2,500.00	100%
LUBRICANTS & FLUIDS	7,500.00	671.93	6,828.07	91%
	95,936.00	**22,922.30**	**73,013.70**	**76%**

09 - AG Production Totals:	**1,263,131.00**	**191,887.26**	**1,071,243.74**	**85%**

DEPARTMENT ANALYSIS Cont'd

AGGREGATE PRODUCTION Cont'd



BONDS OUTSTANDING

BOND	AMOUNT OUTSTANDING	FINAL MATURITY DATE	PRINCIPAL DUE AUG 1, 2026	INTEREST DUE FEB 1, 2026
SERIES 2015 (UNIT 18)	$ 3,210,000	August 1, 2031	$ 490,000	$ 52,163
SERIES 2022 (R3)	$ 11,775,000	August 1, 2042	$ 450,000	$ 294,375
SERIES 2022 (UNIT 20)	$ 2,330,000	August 1, 2032	$ 290,000	$ 49,490

AGENDA ITEM NO. 14.3

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: January 28, 2026

SUBMITTED BY: Scarlet Cantley

DEPARTMENT: Administration

ITEM TYPE: Reports

AGENDA SECTION: REPORTS (File and Receive)

SUBJECT: DED Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: Receive and File

ATTACHMENTS:
DED BOS REPORT JAN. 2025.docx

R-313 / R-314 / R-315 140th - Tangerine - 61ST St. N.

Contract start date Jan 6, 2024. Substantial Completion Date August 31, 2025.

Final As-builts came back with driveway culvert elevations different than the design plans. We are awaiting course of action to correct the deficiencies from contractor. Pavement was resurfaced at 68th and 140th due to holding water. Swale work other than culvert issue is complete.

SRG Unit 20

Road work is ongoing along Marie Ct. Milling 85% complete. Swale and milling crew pulled from finished project to help finish Marie Ct. Balance of Marie Ct. to be finished by end on November. Perimeter berm is being completed as work progresses along roadway. Submission of discharge sent to CGCDD for permitting. FPL commented on pole locations and inquired if the pole could be moved 10' north. I told them they would still be in the roadway and should be relocated to the south 15- 20 feet to match the run the far west as they are all on the section line easement and out of the clear zone needed for safe roads. Plans of proposed work sent to FPL along with easement locations. GPS locations were sent up to ROW. PM from FPL was to evaluate locations and get back to staff. Last conversation with FPL as of 1/8/26.

M2 Storage Expansion

Rim ditch and key cut Cell 4, this cut was used to flatten area for stabile work zone, safer loading and operation of equipment and vehicles.

Material loaded out to trucks for month of November.

NOVEMBER	Millings	Road Base	Rip Rap	57 Stone	#1 Fill	Top Soil
LOADS	236	261	6	4	32	2
YARDAGE	3776	4176	96	64	512	32
TONNAGE	5097	5638	130	86	691	43

Rock embankment excavated to date from Cell #4 – 31,179 CY. Cross Section taken 12/29/25 and matches load count of 1440 loads @ 22.2 yards per load (+/-).

AGENDA ITEM NO. 14.5

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: January 28, 2026

SUBMITTED BY: Scarlet Cantley

DEPARTMENT: Operations and Maintenance

ITEM TYPE: Reports

AGENDA SECTION: REPORTS (File and Receive)

SUBJECT: Stormwater Monthly Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: Receive and file

ATTACHMENTS:
Stormwater Monthly Report Agenda.pdf

Board of Supervisors
Monthly Report

To: Board of Supervisors

From: Greg Shafer, Asst. Director of Operations and Maintenance

Date: January 28, 2026

Subject: Mowing, Stormwater & Aquatics Report for December 1-23, 2025

Storm Water Management
Water Elevations

Dry season control elevations M-1 Basin Upper 17.0' M-1 Lower Basin 17.0' and M-2 basin 17.0'
Current Elevations:
M1 upper basin 17.2'
M1 lower basin 17.1'
M2 basin 15.3'
M2 Canal 14.2'
Corbett (discharge structures S-1 and S-2 are currently being replaced for the M-0 canal restoration)
SRG 17.6'
CGCDD 17.8'
The average rainfall for December was approx. 1 inch

Pump Operations
PS-1 re-roof (final inspections failed roofers coming back out to fix issues).
Staff - Routine maintenance of pump stations and control structures include pump startups, mowing, housekeeping, equipment servicing, daily logs, and inspections.
Continue monitoring water levels daily.
Continue monitoring ground water monthly.
Continue monitoring Corbett levels 1 time per month and as needed.
Continue monitoring SRG/CGCDD levels 1 time per month and as needed.

Aquatic Weed Control Report
Treatments for Grasses and water lilies in zones 2,4 and 5
59 acers treated.
Working Supervisor Applicator 154.5 work hours.
Laborers 0 hours.

AVC canal restoration
Working supervisor / Applicator 110.5 work hours
Laborers 117.5 hours total
Treatments with tree and shrubbery removal zones 1,3 and 4

NPDES
MS4 Site inspection (passed)
Tracking trash pick-ups; performing inspections on pipes and structures, and stations in conjunction with the NPDES Permit.

Mowing
Boom mowers working zone 5
Flat deck mowers are mowing zone 3
Big boom (maverick) mowing primary canals and major control structures

Culvert Improvements
Culvert Replacement – Finished up culvert replacement at Mango Blvd. between Tangerine and 66th.
Crew mobilized to Mango between Tangerine and 63rd – removed asphalt and replaced 24″ pipe with 120 foot long 36″ pipe, replaced two 15″ dump pipes with two 60 foot long 18″ pipes and installed riprap. Waiting on asphalt

Canal Improvements
63rd east of Mandarin – canal clearing and debris removal
12794 76th Rd N – erosion repair
11416 63rd Lane N – erosion repair
13760 83rd Lane N – erosion repair
87th East of Mandarin – erosion repair
11066 57th Rd N. – Low section of canal repaired and debris removal
71st east of 140th - easement clearing, erosion repair and debris removal
Citrus Grove east of 140th debris removal from canal

Swale Maintenance
Restore swales for positive drainage at following locations:
75th East of Hall
Pimlico west of 162nd
82nd east of hall
93rd east of Banyan
88th West of Mandarin

87th east of Hall
63rd west of Apache
77th east of coconut

AGENDA ITEM NO. 14.6

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: January 28, 2026

SUBMITTED BY: Jason Lester

DEPARTMENT: Operations and Maintenance

ITEM TYPE: Reports

AGENDA SECTION: REPORTS (File and Receive)

SUBJECT: Road Department Monthly Report

BACKGROUND: Report attached.

FISCAL IMPACT:

RECOMMENDATION: Receive and File

ATTACHMENTS:
2025-12 O&M Road Dept Monthly Report.pdf
Duran BLD east SPW - Traffic Data - DEC 2025.pdf
61st between 120th and RPB - Traffic Data - DEC 2025.pdf

Roadway Department
Monthly Report

To: Board of Supervisors

From: Jason Lester, Chief Operating Officer

Date: January, 5th 2026

Subject: Monthly Report: December 1st to December 31st

Santa Rosa Groves Marie Ct Road and Swale Project
One milling crew utilized to construct Maria Ct roadway and drainage swale from Carol St west to Dennis St. Project commenced 9/18. Crew completed hauling, placing, grading and compacting #2 fill material in December. Installation of swale and milling road surface commenced in December and continues into January. Project is scheduled for completion in January 2026.

Milling Road Operations
District crews field surveyed property corners, realigned roads, relocated mailboxes, checked swales for positive drainage, cut down existing dirt road to subgrade, exported rock/dirt to other local dirt roads requiring repair, imported/placed 650tons of recycled asphalt millings (per .25 mile), graded/compacted millings to above 95% compaction per FDOT specifications, installed milling aprons at each driveway, and sealed millings per FDOT standards. Locations and status of milling road projects are as follows:

Note: Milling road production average 2.1 miles per month (Jan – May). Production decreased to 1 mile per month over recent months (June – December).

New Milling Road – 61st west Seminole Pratt (.27-mile road) – Project commenced in November and was completed in December.
New Milling Road – 63rd west Seminole Pratt (.35-mile road) – Project completed in December.
New Milling Road – 64th west Seminole Pratt (.4-mile road) – Project completed in December.
Petition Milling Road – 78th east Seminole Pratt (.25-mile road) – Project commenced in December and continues into January.

Asphalt Road and Sidewalk Operations
Sidewalk Trip Hazards Eliminated – Banyan between 80th and 81st, Keylime between Banyan and 75th, Hall at Tangerine,

Asphalt Road Paving – Culvert crossing repaved at Mango and 63rd.

Asphalt Road Pothole Repair – Asphalt road potholes sawcut and compacted per FDOT standards at various locations throughout District.

Indian Trail Sidewalk inspection completed in August. Summary below:

Sidewalk Inventory Summary (August 2025)		
Sidewalk Condition	# of Sidewalks	Miles of Sidewalks
Acceptable	96	48.7
Minimally Acceptable	51	25.61
M/U	17	9.53
Unacceptable	6	3.53
TOTAL	170	87.37

Dirt Road Operations
Four (4) motor graders continued performing routine maintenance grading throughout the District (250 miles of dirt roads as of 8/01/2025). Each road graded once every 14 to 17 working days depending and weather conditions. Main through dirt roads are graded every Monday. Graders also perform road repairs with the rock/dirt hauled off of milling projects.

Signage Operations
Signage – PBC no longer providing street signs as of May 2024. ITID continues to purchase road signage needed to replace damaged and worn signs.

Traffic Control Operations and Traffic Studies
Traffic Study of Wiltshire east Seminole Pratt
March 2025 (308 vehicles per day average) - Traffic Data Report shows that an average of 119 vehicles travel westbound per day at an average speed of 24 mph and 85% speed of 33 mph (30 mph speed limit). An average of 189 vehicles travel eastbound per day at an average speed of 30 mph and 85% speed of 36 mph (30 mph speed limit).

Traffic Study of Downers east Seminole Pratt
April 2025 (179 vehicles per day average) - Traffic Data Report shows that an average of 86 vehicles travel westbound per day at an average speed of 16 mph and 85% speed of 23 mph (30 mph speed limit). An average of 93 vehicles travel eastbound per day at an average speed of 25 mph and 85% speed of 30 mph (30 mph speed limit).

Traffic Study of 82nd LN N west 120th
April 2025 (62 vehicles per day average) - Traffic Data Report shows that an average of 54 vehicles travel westbound per day at an average speed of 15 mph and 85% speed of 18 mph (30 mph speed limit). An average of 12 vehicles travel eastbound per day at an average speed of 21 mph and 85% speed of 23 mph (30 mph speed limit).

Traffic Study of Murcott west Seminole Pratt Whitney
May 2025 (431 vehicles per day average) - Traffic Data Report shows that an average of 211 vehicles travel westbound per day at an average speed of 24 mph and 85% speed of 33 mph (30 mph speed limit). An average of 220 vehicles travel eastbound per day at an average speed of 28 mph and 85% speed of 34 mph (30 mph speed limit).

Traffic Study of 190th between Hamlin and 94th
May 2025 (247 vehicles per day average) - Traffic Data Report shows that an average of 105 vehicles travel southbound per day at an average speed of 19 mph and 85% speed of 27 mph (30 mph speed limit). An average of 142 vehicles travel northbound per day at an average speed of 19 mph and 85% speed of 27 mph (30 mph speed limit).

Traffic Study of 58th PL N east Coconut BLVD
June 2025 (208 vehicles per day average) - Traffic Data Report shows that an average of 134 vehicles travel westbound per day at an average speed of 18 mph and 85% speed of 25 mph (30 mph speed limit). An average of 74 vehicles travel eastbound per day at an average speed of 24 mph and 85% speed of 28 mph (30 mph speed limit).

Traffic Study of 59th ST N east Royal Palm Beach BLVD
June 2025 (137 vehicles per day average) - Traffic Data Report shows that an average of 97 vehicles travel westbound per day at an average speed of 17 mph and 85% speed of 25 mph (30 mph speed limit). An average of 40 vehicles travel eastbound per day at an average speed of 21 mph and 85% speed of 23 mph (30 mph speed limit).

Traffic Study 168th Trl south Sycamore
July 2025 (107 vehicles per day average) - Traffic Data Report shows that an average of 51 vehicles travel southbound per day at an average speed of 28 mph and 85% speed of 38 mph (30 mph speed limit). An average of 56 vehicles travel northbound per day at an average speed of 32 mph and 85% speed of 40 mph (30 mph speed limit).

Traffic Study of Murcott west Seminole Pratt Whitney
August 2025 SEMINOLE PRATT DETOUR (559 vehicles per day average) - Traffic Data Report shows that an average of 270 vehicles travel westbound per day at an average speed of 24 mph and 85% speed of 33 mph (30 mph speed limit). An average of 289 vehicles travel eastbound per day at an average speed of 28 mph and 85% speed of 34 mph (30 mph speed limit).

Traffic Study of 168th Ter south Sycamore
September 2025 (118 vehicles per day average) - Traffic Data Report shows that an average of 62 vehicles travel southbound per day at an average speed of 22 mph and 85% speed of 28 mph (30 mph speed limit). An average of 56 vehicles travel northbound per day at an average speed of 29 mph and 85% speed of 37 mph (30 mph speed limit).

Traffic Study of 162nd DR N at Grand National
September 2025 (301 vehicles per day average) - Traffic Data Report shows that an average of 154 vehicles travel southbound per day at an average speed of 26 mph and 85% speed of 35 mph (30 mph speed limit). An average of 147 vehicles travel northbound per day at an average speed of 29 mph and 85% speed of 36 mph (30 mph speed limit).

Traffic Study of Persimmon BLVD west 120th
October 2025 (4,936 vehicles per day average) - Traffic Data Report shows that an average of 2,220 vehicles travel westbound per day at an average speed of 35 mph and 85% speed of 42 mph (40 mph speed limit). An average of 2,716 vehicles travel eastbound per day at an average speed of 35 mph and 85% speed of 40 mph (40 mph speed limit).

Traffic Study of Key Lime BLVD east 180th
October 2025 (576 vehicles per day average) - Traffic Data Report shows that an average of 341 vehicles travel westbound per day at an average speed of 35 mph and 85% speed of 42 mph (30 mph speed limit). An average of 235 vehicles travel eastbound per day at an average speed of 36 mph and 85% speed of 42 mph (30 mph speed limit).

Traffic Study of Mandarin BLVD north of Hamlin BLVD
November 2025 (801 vehicles per day average) - Traffic Data Report shows that an average of 336 vehicles travel southbound per day at an average speed of 24 mph and 85% speed of 33 mph (30 mph speed limit). An average of 465 vehicles travel northbound per day at an average speed of 29 mph and 85% speed of 37 mph (30 mph speed limit).

Traffic Study of 60th (PBC Road) west of Coconut BLVD
November 2025 (512 vehicles per day average) - Traffic Data Report shows that an average of 251 vehicles travel westbound per day at an average speed of 27 mph and 85% speed of 35 mph (30 mph speed limit). An average of 261 vehicles travel eastbound per day at an average speed of 30 mph and 85% speed of 37 mph (30 mph speed limit). Data indicated 39% of vehicles were violating 30mph speed limit.

Traffic Study of Duran BLVD east of Seminole Pratt
December 2025 (628 vehicles per day average) - Traffic Data Report shows that an average of 251 vehicles travel westbound per day at an average speed of 28 mph and 85% speed of 36 mph

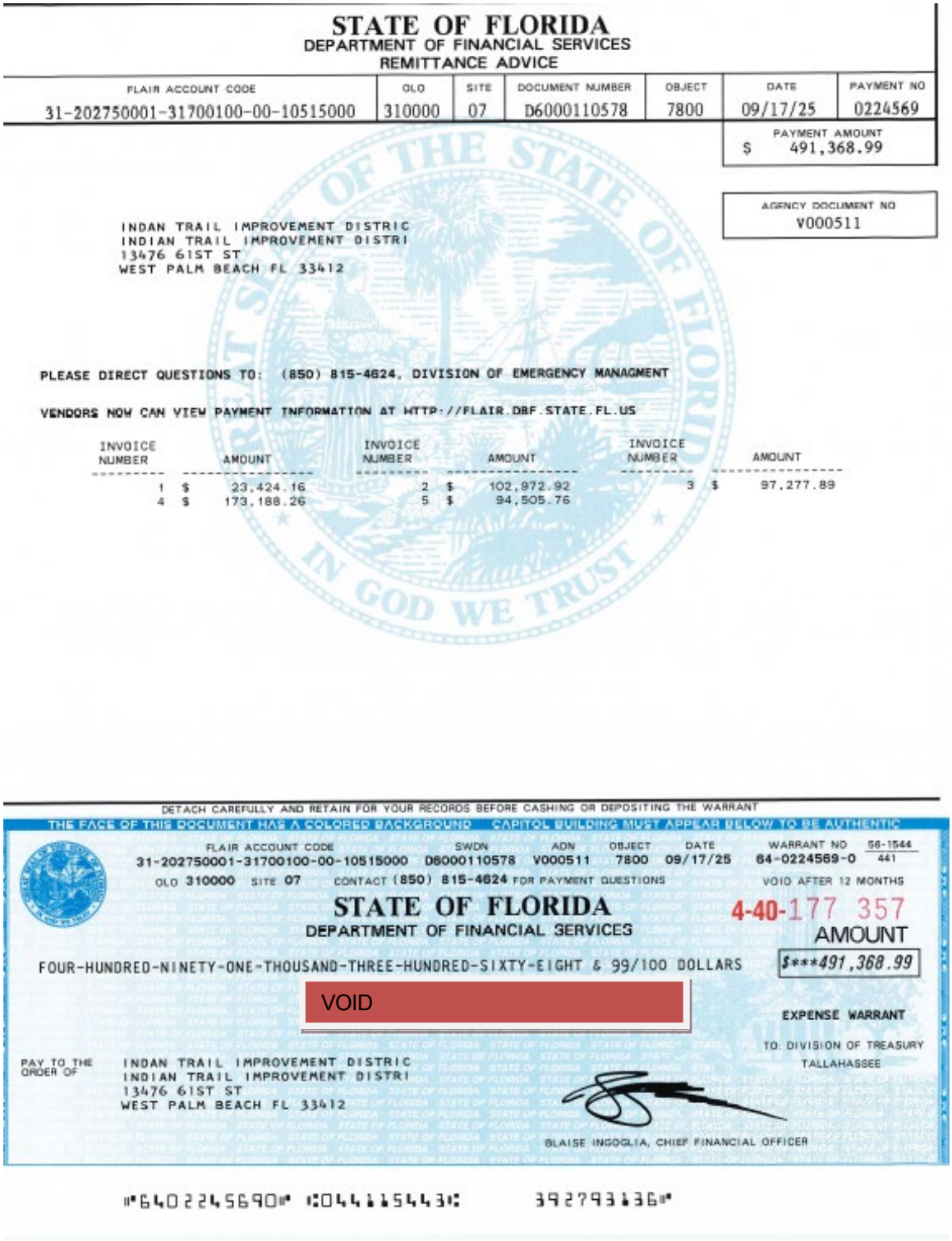
(30 mph speed limit). An average of 377 vehicles travel eastbound per day at an average speed of 32 mph and 85% speed of 38 mph (30 mph speed limit).

Traffic Study of 61st ST N between 120th and Royal Palm Beach BLVD

December 2025 (795 vehicles per day average) - Traffic Data Report shows that an average of 496 vehicles travel westbound per day at an average speed of 17 mph and 85% speed of 23 mph (30 mph speed limit). An average of 299 vehicles travel eastbound per day at an average speed of 29 mph and 85% speed of 35 mph (30 mph speed limit).

Hurricane Milton Recovery – FEMA DR-4834-FL

$491,368.99 check received September 2025 from FEMA. Federal funds are to reimburse Indian Trail for hurricane expenses including Regular Pay, Overtime, Equipment, Material, Contract, and Rental cost. Additional state and federal funds are to follow.



STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202750001-31700100-00-10515000	310000	07	D6000110578	7800	09/17/25	0224569

PAYMENT AMOUNT
$ 491,368.99

AGENCY DOCUMENT NO
V000511

INDAN TRAIL IMPROVEMENT DISTRIC
INDIAN TRAIL IMPROVEMENT DISTRI
13476 61ST ST
WEST PALM BEACH FL 33412

PLEASE DIRECT QUESTIONS TO: (850) 815-4624, DIVISION OF EMERGENCY MANAGMENT

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT	INVOICE NUMBER	AMOUNT	INVOICE NUMBER	AMOUNT
1	$ 23,424.16	2	$ 102,972.92	3	$ 97,277.89
4	$ 173,188.26	5	$ 94,505.76		

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT
THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE: 31-202750001-31700100-00-10515000 | SWDN: D6000110578 | ADN: V000511 | OBJECT: 7800 | DATE: 09/17/25 | WARRANT NO: 64-0224569-0 | 56-1544 / 441
OLO 310000 SITE 07 CONTACT (850) 815-4624 FOR PAYMENT QUESTIONS
VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-40-177 357

AMOUNT
$***491,368.99

FOUR-HUNDRED-NINETY-ONE-THOUSAND-THREE-HUNDRED-SIXTY-EIGHT & 99/100 DOLLARS

VOID

EXPENSE WARRANT
TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE ORDER OF
INDAN TRAIL IMPROVEMENT DISTRIC
INDIAN TRAIL IMPROVEMENT DISTRI
13476 61ST ST
WEST PALM BEACH FL 33412

BLAISE INGOGLIA, CHIEF FINANCIAL OFFICER

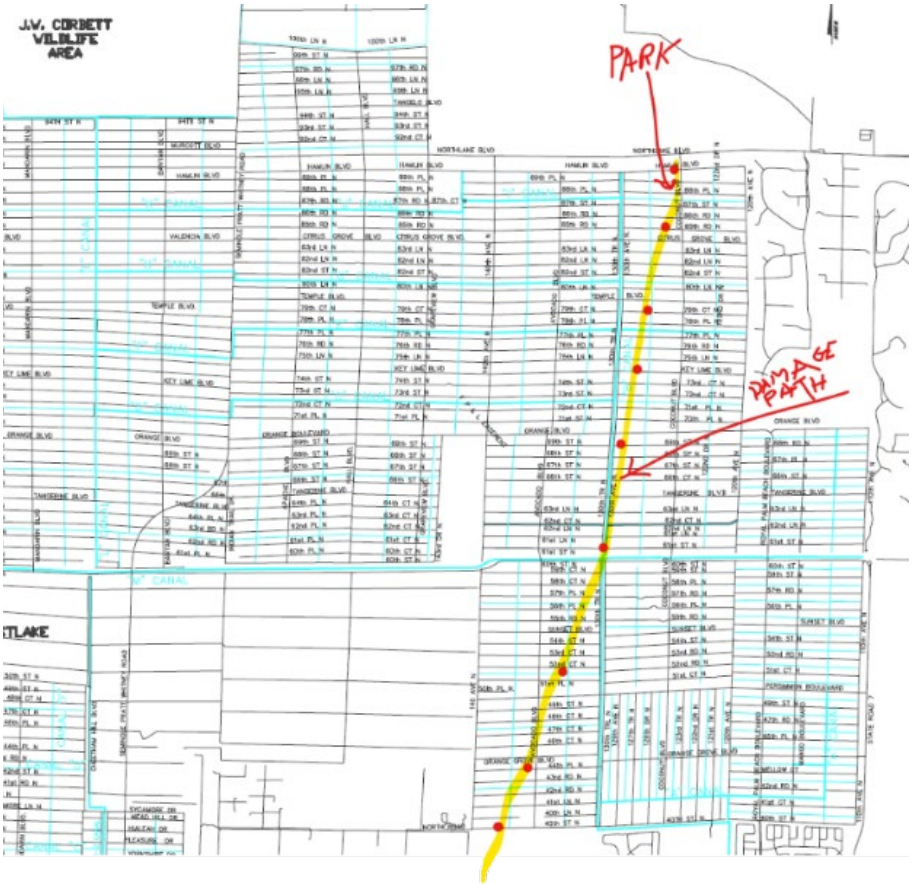
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District staff performed Hurricane Milton storm prep activities (Category B Emergency Protective Measures) from 10/4 to 10/09/24 which included pre-storm drawdown and operational activities (activity summary attached). On the evening of 10/9/24, Hurricane Milton produced several tornadoes in Palm Beach County. One tornado entered ITID at 40th ST N (between 140th Ave N and Avocado BLVD) and exited ITID 5.5 miles north at Hamlin BLVD (near Coconut BLVD), damage path shown below. This tornado was estimated to be an EF3 measuring 300yds wide per PBC EOC. ITID Staff performed emergency road clearing (Category B Emergency Protective Measures) from 10/10 to 10/12/24. From 10/14/24 to 10/24/24, District staff performed debris removal activities (Category A Debris Removal) along ITID canal waterways (flood control works). Hazardous limbs, trees, and stumps were removed to prevent injury, property damage, and canal obstructions; in the interest of public safety. Approximately 50 loads (18cy dump truck) totaling 900cubic yards of debris was removed from District canal banks and roadways. This amount does not include debris on private property that was removed by SWA. ITID road, swale, and canal damage caused by Hurricane Milton and Milton cleanup was inventoried during the month of November. Total damage cost estimate is around $800,000 including Coconut Park.

FEMA has authorized Public Assistance in PBC for Categories A (Debris Removal) and B (Emergency Protective Measures). Other permanent repairs (roads, water control structures, public buildings, parks) were also authorized by FEMA. FEMA kickoff meeting held on 12/5/24. FEMA damage inventory inspections and report finalized in January. Awaiting FEMA cost report to begin permanent repairs. Permanent repair cost estimate submitted in February for FEMA review. ITID submitted final/completed recovery cost and supporting documentation on 3/6. On 7/2/25 FEMA obligated several projects.

Hurricane Milton Tornado Damage Path (approximation)

Drone footage: https://youtu.be/7F-oQdPvh5c?si=NCu_asa8ErWM05HP



Hurricane Milton Cost Summary - Completed Recovery Cost		
Cost Type	**Actual Cost**	**Reimbursable Cost**
CAT A Road Debris Removal Period 1 (10/7 to 10/13)		
Labor - Straight Pay	$3,771.93	$3,771.93
Labor - OT & Emergency Pay (Reimbursable)	$67,152.22	$67,152.22
Equipment Cost - Owned Equipment	$47,794.75	$47,794.75
Material Cost	$2,373.85	$2,373.85
Contractor Cost	$0.00	$0.00
Rentals	$8,611.10	$8,611.10
Subtotal	**$129,703.85**	**$129,703.85**
CAT A Road Debris Removal Period 2 (10/14 and Beyond)		
Labor - Straight Pay	$15,043.75	$15,043.75
Labor - OT & Emergency Pay (Reimbursable)	$1,720.61	$1,720.61
Equipment Cost - Owned Equipment	$71,834.05	$71,834.05
Material Cost	$3,307.35	$3,307.35
Contractor Cost	$2,600.00	$2,600.00
Rentals	$0.00	$0.00
Subtotal	**$94,505.75**	**$94,505.75**
CAT A Canal Debris Removal		
Labor - Straight Pay	$59,767.26	$59,767.26
Labor - OT & Emergency Pay (Reimbursable)	$10,954.86	$10,954.86
Equipment Cost - Owned Equipment	$78,164.29	$78,164.29
Material Cost	$6,498.10	$6,498.10
Contractor Cost	$16,463.75	$16,463.75
Rentals	$1,340.00	$1,340.00
Subtotal	**$173,188.26**	**$173,188.26**
CAT B Emergency Protective Measures		
Labor - Straight Pay (**Not Reimbursable**)	$36,310.15	$0.00
Labor - OT & Emergency Pay (Reimbursable)	$28,124.88	$28,124.88
Equipment Cost - Owned Equipment	$42,249.49	$42,249.49
Emergency Pumping Cost	$19,795.29	$19,795.29
Material Cost	$4,144.91	$4,144.91
Contractor Cost	$2,875.00	$2,875.00
Rentals	$5,783.35	$5,783.35
Subtotal	**$139,283.08**	**$102,972.93**
CAT C - Fuel Spill Cleanup		
Labor - Straight Pay (Reimbursable)	$3,355.02	$3,355.02
Labor - OT & Emergency Pay (Reimbursable)	$0.00	$0.00
Equipment Cost - Owned Equipment	$7,033.58	$7,033.58
Material Cost	$2,980.25	$2,980.25
Contractor Cost	$6,421.37	$6,421.37
Subtotal	**$19,790.22**	**$19,790.22**
CAT C - Damaged Street Sign Replacement		
Labor - Straight Pay (Reimbursable)	$3,370.29	$3,370.29
Labor - OT & Emergency Pay (Reimbursable)	$1,265.61	$1,265.61
Equipment Cost - Owned Equipment	$4,532.93	$4,532.93
Material Cost	$7,170.94	$7,170.94
Contractor Cost	$0.00	$0.00
Subtotal	**$16,339.76**	**$16,339.76**
CAT C - Road Repair		
Labor - Straight Pay (Reimbursable)	$7,032.21	$7,032.21
Labor - OT & Emergency Pay (Reimbursable)	$0.00	$0.00
Equipment Cost - Owned Equipment	$14,200.00	$14,200.00
Material Cost	$0.00	$0.00
Contractor Cost	$10,000.00	$10,000.00
Subtotal	**$31,232.21**	**$31,232.21**
Grand Total	**$604,043.12**	**$567,732.97**

Cost Type	Actual Cost	Reimbursable Cost
Labor - Straight Pay (**Reimbursable**)	$128,650.60	$92,340.45
Labor - OT & Emergency Pay (Reimbursable)	$109,218.18	$109,218.18
Equipment Cost - Owned Equipment	$265,809.08	$265,809.08
Material Cost	$46,270.69	$46,270.69
Contractor Cost	$38,360.12	$38,360.12
Rentals	$15,734.45	$15,734.45
Grand Total	**$604,043.12**	**$567,732.97**

Average Vehicle Count

Technician Name: administrator

Location: Duran BLVD east SPW - Facing East
Address: 16243 E Duran BLVD, Loxahatchee, Florida, USA,
Speed Limit: 30

Report Period: 12/2/2025 to 12/14/2025
Total Vehicle Count: 3,121

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Average Weekday	Average Weekend	Average Week	Average Speed	85% Speed
00-01	1	1	0	1	0	2	1	1	2	1	25	35
01-02	0	0	0	0	1	0	1	0	1	0	29	35
02-03	1	0	0	0	1	0	0	0	0	0	19	35
03-04	2	1	2	1	2	0	0	2	0	1	27	30
04-05	1	5	1	0	0	2	0	1	1	1	33	40
05-06	6	11	10	8	2	2	4	7	3	6	26	34
06-07	18	16	18	20	16	0	4	18	2	13	23	35
07-08	H 42	H 40	H **62**	H 48	36	7	6	46	7	34	28	36
08-09	21	22	12	19	10	14	6	17	10	15	26	37
09-10	8	4	14	7	8	12	6	8	9	8	30	39
10-11	8	6	8	12	8	9	9	8	9	9	27	37
11-12	10	5	12	10	4	8	10	8	9	8	30	37
12-13	11	29	12	14	12	16	8	16	12	15	25	35
13-14	5	12	20	19	16	H 19	10	14	15	14	28	37
14-15	38	23	36	34	H 44	14	6	35	10	28	28	38
15-16	36	H 40	34	34	23	10	5	33	8	26	29	37
16-17	21	16	22	18	20	11	10	19	11	17	27	36
17-18	21	22	23	36	20	13	H 14	24	14	21	28	34
18-19	6	12	21	14	16	14	10	14	12	13	28	35
19-20	9	4	9	6	9	5	8	7	7	7	30	39
20-21	3	6	2	8	9	7	2	6	5	5	29	37
21-22	1	3	4	3	4	3	8	3	6	4	30	39
22-23	2	0	2	2	6	4	2	2	3	3	28	37
23-24	0	0	2	2	1	4	2	1	3	2	27	40
TOTAL:	**271**	**278**	**326**	**316**	**268**	**176**	**132**	**290**	**159**	**251**	**28**	**36**

Statistics Summary Report

Technician Name: administrator

Location: Duran BLVD east SPW - Facing East
Address: 16243 E Duran BLVD, Loxahatchee, Florida, USA, 33470
Speed Limit: 30

Report Period: 12/2/2025 to 12/14/2025
Total Vehicle Count: 3,121

Hour	Total Vehicles	Average Vehicles	Total Violations	% Violations	Min. Speed	Max. Speed	Avg. Speed	85% Speed
00-01	10	1	2	20 %	4	41	25	35
01-02	6	1	3	50 %	12	62	29	35
02-03	3	0	1	33 %	3	35	19	35
03-04	15	2	2	13 %	12	35	27	30
04-05	13	2	7	54 %	15	45	33	40
05-06	66	9	20	30 %	3	41	26	34
06-07	150	21	46	31 %	3	68	23	35
07-08	403	58	196	49 %	3	53	28	36
08-09	167	24	65	39 %	4	45	26	37
09-10	104	15	52	50 %	4	47	30	39
10-11	104	15	45	43 %	3	47	27	37
11-12	101	14	53	52 %	3	43	30	37
12-13	167	24	54	32 %	3	42	25	35
13-14	196	28	91	46 %	4	49	28	37
14-15	350	50	161	46 %	3	52	28	38
15-16	329	47	163	50 %	3	48	29	37
16-17	217	31	89	41 %	4	45	27	36
17-18	275	39	102	37 %	3	47	28	34
18-19	181	26	54	30 %	4	47	28	35
19-20	89	13	37	42 %	7	55	30	39
20-21	69	10	28	41 %	6	66	29	37
21-22	49	7	24	49 %	8	50	30	39
22-23	38	5	18	47 %	7	63	28	37
23-24	19	3	10	53 %	6	42	27	40
	3,121	**445**	**1,323**	**41 %**	**5**	**49**	**28**	**36**

Count by Speed Bins

Speed	Count
0...1	0
1...2	0
2...3	27
3...4	42
4...5	9
5...6	29
6...7	20
7...8	9
8...9	28
9...10	24
10...11	48
11...12	57
12...13	30
13...14	37
14...15	29
15...16	57
16...17	50
17...18	22
18...19	66
19...20	34
20...21	72
21...22	82
22...23	55
23...24	93
24...25	125
25...26	67
26...27	166
27...28	89
28...29	215
29...30	216

Count by Speed Bins

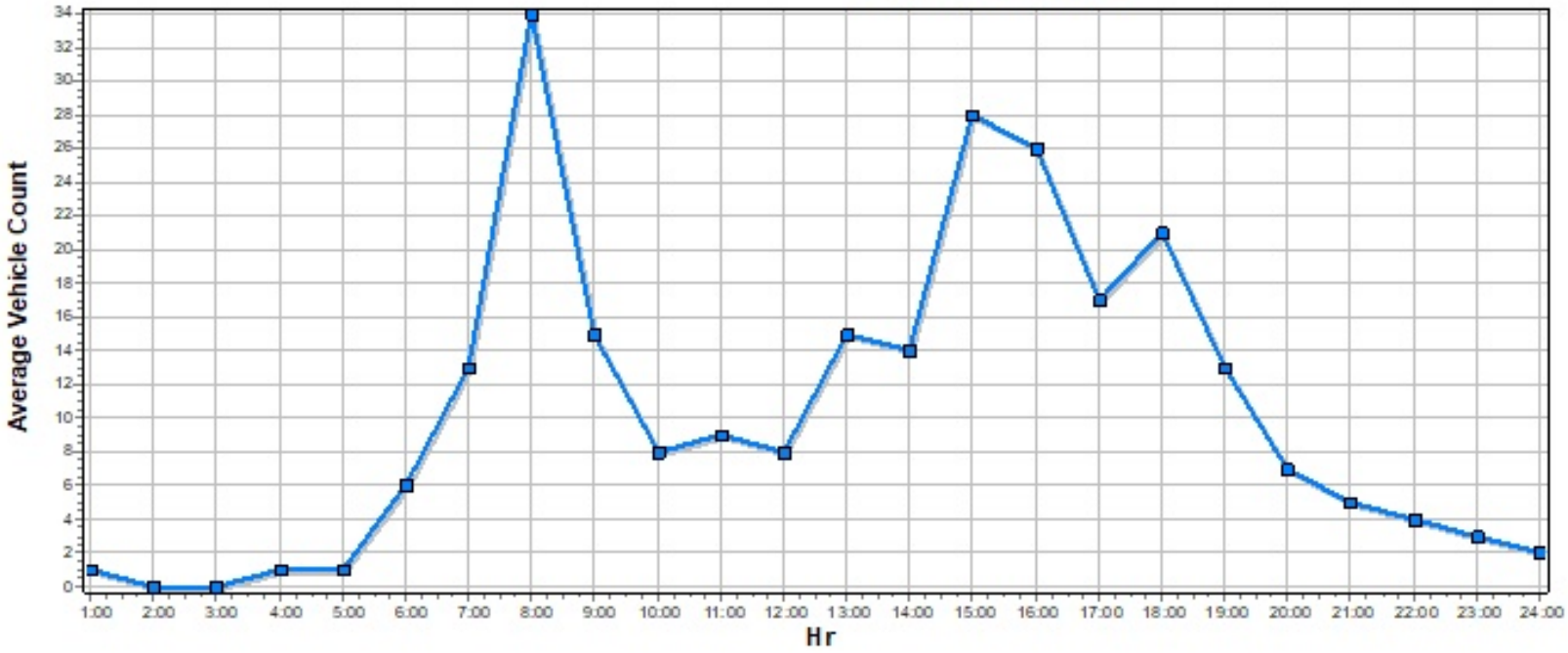
Speed	Count
30...31	103
31...32	212
32...33	99
33...34	186
34...35	157
35...36	73
36...37	125
37...38	50
38...39	88
39...40	66
40...41	29
41...42	44
42...43	26
43...44	14
44...45	18
45...46	6
46...47	12
47...48	4
48...49	1
49...50	2
50...51	0
51...52	1
52...53	1
53...54	0
54...55	1
55...56	0
56...57	0
57...58	0
58...59	1
59...60	0

Count by Speed Bins

Speed	Count
60...61	0
61...62	1
62...63	1
63...64	0
64...65	0
65...66	1
66...67	0
67...68	1
Total:	**3,121**

Average Vehicle Count
Hourly Values

Duran BLVD east SPW - Facing East (16243 E Duran BLVD, Loxahatchee, Florida, USA, 33470)
12/1/2025 to 12/15/2025



Average Vehicle Count

Technician Name: administrator

Location: Duran BLVD east SPW - Facing West
Address: 16243 E Duran BLVD, Loxahatchee, Florida, USA,
Speed Limit: 30

Report Period: 12/2/2025 to 12/14/2025
Total Vehicle Count: 4,458

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Average Weekday	Average Weekend	Average Week	Average Speed	85% Speed
00-01	1	1	0	0	0	2	1	0	2	1	29	44
01-02	0	0	0	0	0	2	0	0	1	0	30	32
02-03	0	0	0	0	1	0	0	0	0	0	29	31
03-04	1	1	1	1	2	0	1	1	1	1	34	35
04-05	0	1	0	0	0	0	0	0	0	0	31	31
05-06	0	0	1	2	0	0	2	1	1	1	34	43
06-07	22	17	21	20	13	2	0	19	1	14	28	35
07-08	H 189	H 189	H 198	H **200**	H 188	4	2	193	3	139	31	38
08-09	19	10	17	16	20	8	4	16	6	13	33	40
09-10	8	6	12	9	10	8	8	9	8	9	32	38
10-11	11	9	14	6	12	10	6	10	8	10	32	39
11-12	5	12	14	10	11	6	8	10	7	9	32	39
12-13	10	16	20	12	12	H 14	12	14	13	14	31	38
13-14	45	47	41	48	42	10	6	45	8	34	33	39
14-15	29	38	40	36	32	6	8	35	7	27	33	40
15-16	25	16	25	36	30	12	10	26	11	22	33	39
16-17	30	32	31	25	28	12	12	29	12	24	33	39
17-18	34	28	26	32	24	H 14	H 14	29	14	25	32	38
18-19	12	14	16	14	16	9	4	14	7	12	31	37
19-20	8	6	8	7	8	5	10	7	8	7	32	38
20-21	6	6	6	4	8	6	3	6	5	6	33	39
21-22	6	2	6	3	6	3	4	5	4	4	32	37
22-23	2	1	3	2	4	4	4	2	4	3	34	39
23-24	0	0	3	0	2	4	3	1	4	2	31	37
TOTAL:	**463**	**452**	**503**	**483**	**469**	**141**	**122**	**472**	**135**	**377**	**32**	**38**

Statistics Summary Report

Technician Name: administrator

Location: Duran BLVD east SPW - Facing West
Address: 16243 E Duran BLVD, Loxahatchee, Florida, USA, 33470
Speed Limit: 30

Report Period: 12/2/2025 to 12/14/2025
Total Vehicle Count: 4,458

Hour	Total Vehicles	Average Vehicles	Total Violations	% Violations	Min. Speed	Max. Speed	Avg. Speed	85% Speed
00-01	9	1	5	56 %	17	49	29	44
01-02	7	1	3	43 %	21	37	30	32
02-03	4	1	2	50 %	16	35	29	31
03-04	13	2	9	69 %	22	40	34	35
04-05	2	0	1	50 %	30	31	31	31
05-06	9	1	5	56 %	25	45	34	43
06-07	150	21	54	36 %	16	50	28	35
07-08	1,560	223	992	64 %	15	60	31	38
08-09	160	23	111	69 %	15	51	33	40
09-10	108	15	74	69 %	15	45	32	38
10-11	116	17	64	55 %	15	53	32	39
11-12	114	16	67	59 %	15	47	32	39
12-13	162	23	78	48 %	15	53	31	38
13-14	386	55	262	68 %	15	49	33	39
14-15	309	44	206	67 %	16	57	33	40
15-16	285	41	189	66 %	15	52	33	39
16-17	309	44	189	61 %	15	60	33	39
17-18	309	44	194	63 %	16	51	32	38
18-19	161	23	82	51 %	15	48	31	37
19-20	98	14	55	56 %	15	53	32	38
20-21	72	10	44	61 %	17	48	33	39
21-22	52	7	31	60 %	20	48	32	37
22-23	39	6	29	74 %	15	47	34	39
23-24	24	3	15	63 %	17	54	31	37
	4,458	**635**	**2,761**	**59 %**	**17**	**48**	**32**	**38**

Count by Speed Bins

Speed	Count
0...1	0
1...2	0
2...3	0
3...4	0
4...5	0
5...6	0
6...7	0
7...8	0
8...9	0
9...10	0
10...11	0
11...12	0
12...13	0
13...14	0
14...15	14
15...16	39
16...17	25
17...18	22
18...19	46
19...20	16
20...21	34
21...22	51
22...23	41
23...24	106
24...25	139
25...26	67
26...27	221
27...28	132
28...29	366
29...30	378

Count by Speed Bins

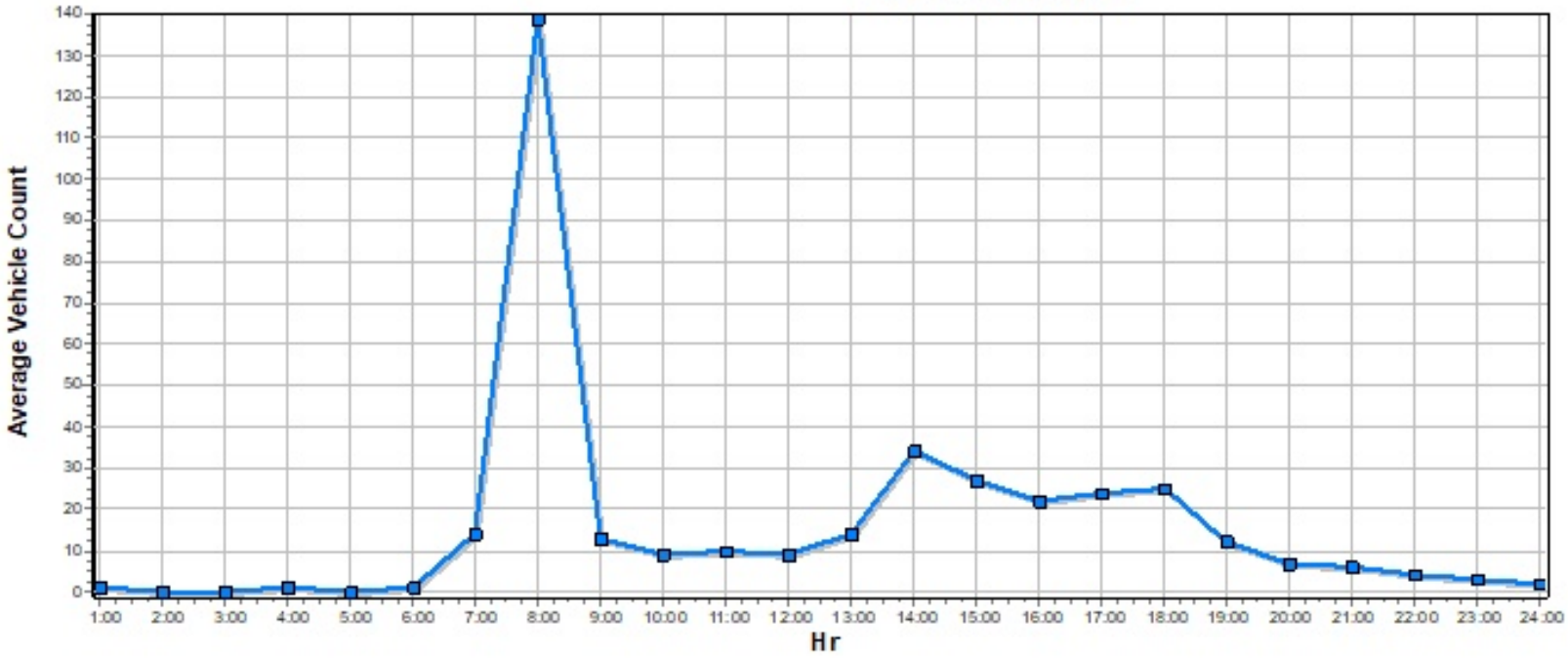
Speed	Count
30...31	206
31...32	435
32...33	198
33...34	321
34...35	320
35...36	162
36...37	294
37...38	110
38...39	196
39...40	158
40...41	56
41...42	80
42...43	66
43...44	29
44...45	43
45...46	19
46...47	17
47...48	13
48...49	7
49...50	14
50...51	3
51...52	4
52...53	4
53...54	1
54...55	1
55...56	0
56...57	2
57...58	0
58...59	0
59...60	2

Count by Speed Bins

Speed	Count
Total:	4,458

Average Vehicle Count
Hourly Values

Duran BLVD east SPW - Facing West (16243 E Duran BLVD, Loxahatchee, Florida, U SA, 33470)
12/1/2025 to 12/15/2025



Average Vehicle Count

Technician Name: administrator

Location: 61st ST N between 120th and RPB - Facing East
Report Period: 12/16/2025 to 12/28/2025
Address: 11886 61st ST N, West Palm Beach, Florida, USA,
Total Vehicle Count: 6,384
Speed Limit: 30

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Average Weekday	Average Weekend	Average Week	Average Speed	85% Speed
00-01	6	5	6	8	8	2	10	7	6	6	18	24
01-02	5	2	0	4	5	2	6	3	4	3	16	22
02-03	21	0	22	2	12	2	22	11	12	12	9	4
03-04	2	0	0	2	0	1	2	1	2	1	19	25
04-05	0	0	0	2	0	0	3	0	2	1	20	25
05-06	3	4	5	6	6	2	2	5	2	4	17	24
06-07	11	21	16	10	16	10	6	15	8	13	14	22
07-08	15	24	16	22	20	12	8	19	10	17	14	21
08-09	23	8	21	15	19	22	15	17	19	18	14	23
09-10	15	14	22	16	26	26	18	19	22	20	16	23
10-11	29	26	29	19	26	21	26	26	24	25	16	23
11-12	27	22	36	18	36	34	24	28	29	28	16	24
12-13	26	36	33	40	38	33	H 41	35	37	35	16	24
13-14	27	34	37	28	36	H 43	26	32	35	33	17	24
14-15	46	36	33	33	34	30	22	36	26	33	18	24
15-16	41	30	36	31	28	24	28	33	26	31	18	24
16-17	45	H **70**	H 47	35	34	29	36	46	33	42	18	25
17-18	H 54	66	45	H 42	H 50	36	38	51	37	47	19	25
18-19	42	36	39	37	42	25	26	39	26	35	18	24
19-20	34	35	35	25	22	27	28	30	28	29	18	24
20-21	17	31	26	22	25	22	20	24	21	23	18	25
21-22	17	20	14	18	17	16	14	17	15	17	18	24
22-23	11	20	18	13	22	16	8	17	12	15	18	24
23-24	8	4	10	6	9	10	10	7	10	8	18	24
TOTAL:	**525**	**544**	**546**	**454**	**531**	**445**	**439**	**518**	**446**	**496**	**17**	**23**

Statistics Summary Report

Technician Name: administrator

Location: 61st ST N between 120th and RPB - Facing East
Address: 11886 61st ST N, West Palm Beach, Florida, USA, 33412
Speed Limit: 30

Report Period: 12/16/2025 to 12/28/2025
Total Vehicle Count: 6,384

Hour	Total Vehicles	Average Vehicles	Total Violations	% Violations	Min. Speed	Max. Speed	Avg. Speed	85% Speed
00-01	77	11	2	3 %	5	43	18	24
01-02	41	6	1	2 %	3	39	16	22
02-03	139	20	0	0 %	3	27	9	4
03-04	12	2	0	0 %	4	27	19	25
04-05	12	2	0	0 %	7	27	20	25
05-06	49	7	1	2 %	3	33	17	24
06-07	148	21	2	1 %	3	35	14	22
07-08	197	28	1	1 %	3	33	14	21
08-09	221	32	3	1 %	3	32	14	23
09-10	264	38	0	0 %	3	30	16	23
10-11	324	46	1	0 %	3	31	16	23
11-12	369	53	1	0 %	3	31	16	24
12-13	468	67	6	1 %	3	37	16	24
13-14	435	62	2	0 %	3	45	17	24
14-15	419	60	2	0 %	3	44	18	24
15-16	393	56	6	2 %	3	33	18	24
16-17	545	78	12	2 %	3	43	18	25
17-18	606	87	12	2 %	3	42	19	25
18-19	453	65	15	3 %	3	40	18	24
19-20	377	54	8	2 %	3	39	18	24
20-21	308	44	4	1 %	3	53	18	25
21-22	215	31	4	2 %	3	34	18	24
22-23	204	29	9	4 %	3	49	18	24
23-24	108	15	4	4 %	3	35	18	24
	6,384	**914**	**96**	**1 %**	**3**	**37**	**17**	**23**

Count by Speed Bins

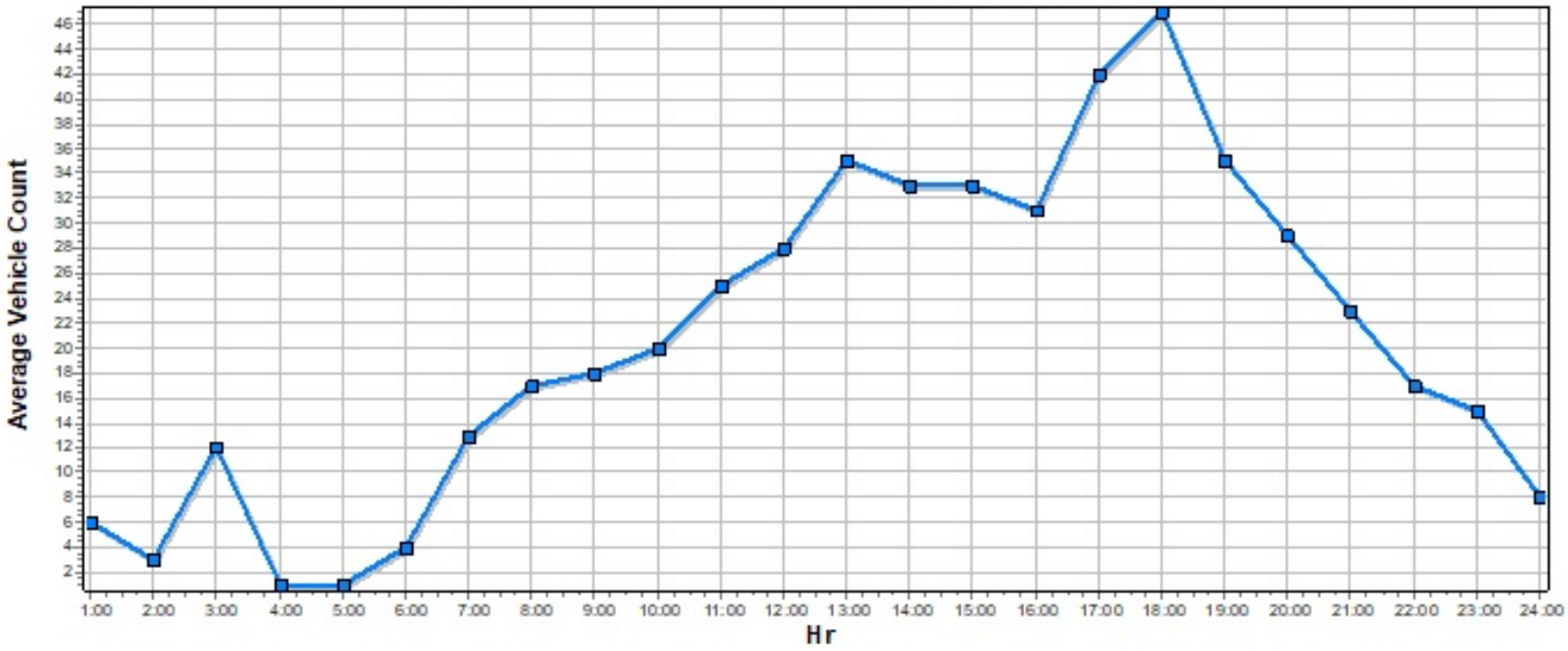
Speed	Count
0...1	0
1...2	0
2...3	123
3...4	283
4...5	73
5...6	285
6...7	317
7...8	176
8...9	256
9...10	131
10...11	246
11...12	216
12...13	98
13...14	173
14...15	93
15...16	198
16...17	246
17...18	152
18...19	421
19...20	275
20...21	588
21...22	548
22...23	227
23...24	408
24...25	317
25...26	96
26...27	171
27...28	42
28...29	77
29...30	52

Count by Speed Bins

Speed	Count
30...31	24
31...32	23
32...33	10
33...34	14
34...35	8
35...36	1
36...37	3
37...38	0
38...39	3
39...40	2
40...41	0
41...42	2
42...43	2
43...44	1
44...45	1
45...46	0
46...47	0
47...48	0
48...49	1
49...50	0
50...51	0
51...52	0
52...53	1
Total:	**6,384**

Average Vehicle Count
Hourly Values

61st ST N between 120th and RPB - Facing East (11886 61st ST N, West Palm Beach, Florida, USA, 33412)
12/15/2025 to 12/29/2025



Average Vehicle Count

Technician Name: administrator

Location: 61st ST N between 120th and RPB - Facing West
Address: 11886 61st ST N, West Palm Beach, Florida, USA,
Speed Limit: 30

Report Period: 12/16/2025 to 12/28/2025
Total Vehicle Count: 3,736

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Average Weekday	Average Weekend	Average Week	Average Speed	85% Speed
00-01	1	0	2	0	1	2	2	1	2	1	30	35
01-02	0	0	0	0	0	0	0	0	0	0	24	25
02-03	0	0	1	2	2	0	0	1	0	1	23	30
03-04	3	2	2	1	2	3	0	2	2	2	29	35
04-05	3	7	3	4	4	2	1	4	2	3	30	37
05-06	14	11	8	6	11	2	2	10	2	8	30	35
06-07	21	21	24	22	20	12	10	22	11	19	29	34
07-08	H 25	19	H 30	H 26	25	12	9	25	11	21	31	39
08-09	24	22	20	14	20	16	8	20	12	18	30	37
09-10	17	27	23	17	21	17	18	21	18	20	31	36
10-11	19	12	25	14	H 26	20	20	19	20	19	30	37
11-12	21	20	18	15	21	18	18	19	18	19	31	36
12-13	20	20	18	16	H 26	14	16	20	15	19	29	36
13-14	18	22	14	14	22	H 23	17	18	20	19	31	37
14-15	20	23	18	16	17	21	15	19	18	19	30	36
15-16	H 25	16	14	16	14	19	16	17	18	17	30	37
16-17	21	29	22	22	20	17	18	23	18	21	31	37
17-18	24	H 32	20	20	22	18	H 24	24	21	23	30	35
18-19	13	22	28	23	22	20	10	22	15	20	29	35
19-20	7	12	6	8	9	22	12	8	17	11	29	34
20-21	5	6	10	7	10	10	8	8	9	8	28	34
21-22	7	8	7	7	2	5	4	6	5	6	30	36
22-23	3	6	6	4	2	4	4	4	4	4	29	37
23-24	1	0	3	1	2	2	1	1	2	1	30	34
TOTAL:	**312**	**337**	**322**	**275**	**321**	**279**	**233**	**314**	**260**	**299**	**29**	**35**

Statistics Summary Report

Technician Name: administrator

Location: 61st ST N between 120th and RPB - Facing West
Address: 11886 61st ST N, West Palm Beach, Florida, USA, 33412
Speed Limit: 30

Report Period: 12/16/2025 to 12/28/2025
Total Vehicle Count: 3,736

Hour	Total Vehicles	Average Vehicles	Total Violations	% Violations	Min. Speed	Max. Speed	Avg. Speed	85% Speed
00-01	13	2	5	38 %	21	42	30	35
01-02	2	0	0	0 %	23	25	24	25
02-03	8	1	1	13 %	17	33	23	30
03-04	20	3	10	50 %	16	37	29	35
04-05	37	5	15	41 %	15	48	30	37
05-06	85	12	45	53 %	19	48	30	35
06-07	216	31	80	37 %	15	46	29	34
07-08	248	35	142	57 %	15	55	31	39
08-09	201	29	109	54 %	16	50	30	37
09-10	235	34	103	44 %	15	46	31	36
10-11	254	36	124	49 %	16	54	30	37
11-12	240	34	129	54 %	15	57	31	36
12-13	242	35	99	41 %	15	62	29	36
13-14	245	35	120	49 %	16	52	31	37
14-15	239	34	114	48 %	15	52	30	36
15-16	215	31	102	47 %	15	45	30	37
16-17	275	39	122	44 %	15	56	31	37
17-18	294	42	128	44 %	15	53	30	35
18-19	263	38	89	34 %	16	51	29	35
19-20	146	21	56	38 %	15	47	29	34
20-21	107	15	39	36 %	16	43	28	34
21-22	75	11	27	36 %	16	45	30	36
22-23	59	8	22	37 %	17	66	29	37
23-24	17	2	6	35 %	16	42	30	34
	3,736	**533**	**1,687**	**41 %**	**16**	**48**	**29**	**35**

Count by Speed Bins

Speed	Count
0...1	0
1...2	0
2...3	0
3...4	0
4...5	0
5...6	0
6...7	0
7...8	0
8...9	0
9...10	0
10...11	0
11...12	0
12...13	0
13...14	0
14...15	20
15...16	55
16...17	60
17...18	22
18...19	80
19...20	44
20...21	73
21...22	109
22...23	63
23...24	152
24...25	194
25...26	149
26...27	244
27...28	137
28...29	325
29...30	322

Count by Speed Bins

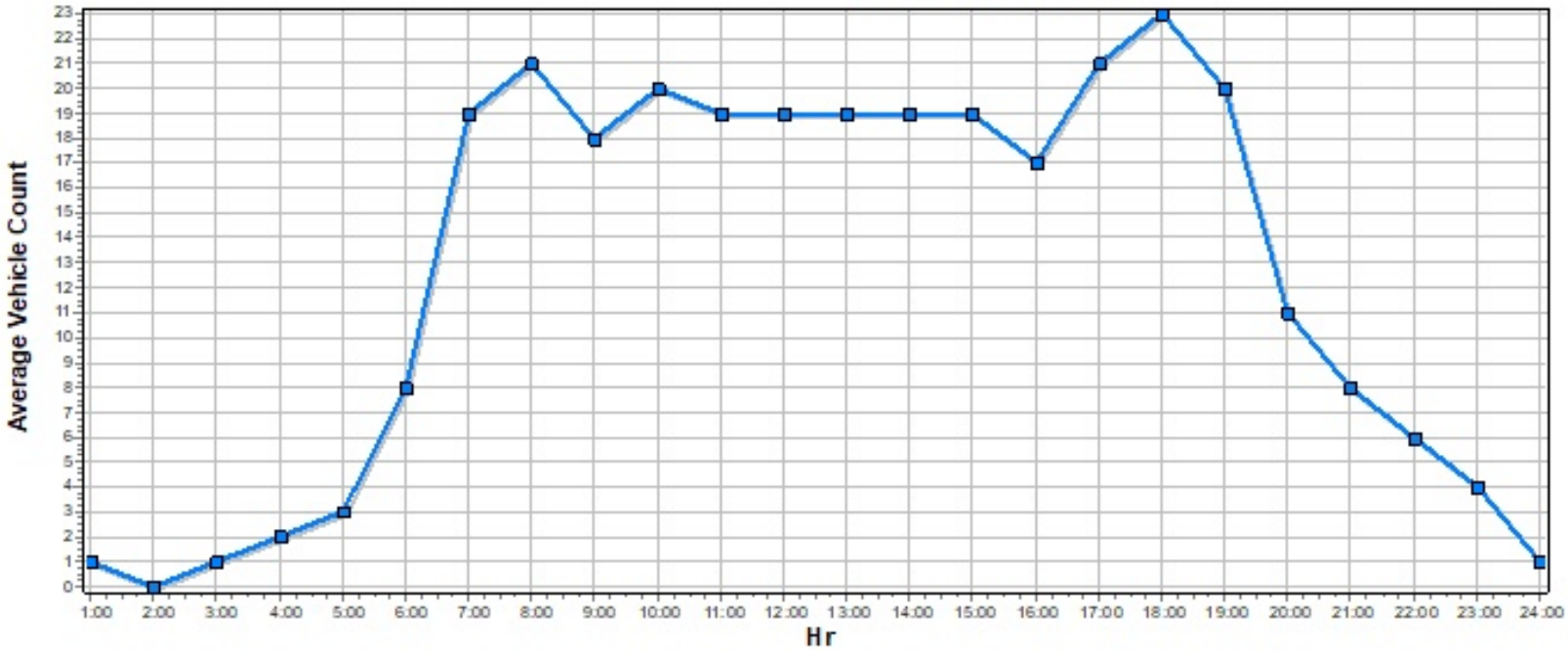
Speed	Count
30...31	132
31...32	343
32...33	125
33...34	227
34...35	224
35...36	90
36...37	167
37...38	61
38...39	79
39...40	68
40...41	26
41...42	41
42...43	31
43...44	12
44...45	16
45...46	6
46...47	6
47...48	9
48...49	4
49...50	6
50...51	2
51...52	4
52...53	2
53...54	1
54...55	1
55...56	1
56...57	1
57...58	0
58...59	0
59...60	0

Count by Speed Bins

Speed	Count
60...61	0
61...62	1
62...63	0
63...64	0
64...65	0
65...66	1
Total:	3,736

Average Vehicle Count
Hourly Values

61st ST N between 120th and RPB - Facing West (11886 61st ST N, West Palm Beach, Florida, USA, 33412)
12/15/2025 to 12/29/2025



AGENDA ITEM NO. 14.7

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: January 28, 2026

SUBMITTED BY: Kenny Lawrence

DEPARTMENT: Parks

ITEM TYPE: Reports

AGENDA SECTION: REPORTS (File and Receive)

SUBJECT: Parks and Recreation Report.

BACKGROUND:

amlin House Usage Month of December 2025

- 06

Park Reservations for the Month of December 2025

- Nicole Hornstein Equestrian Park – 0
- Acreage Community Park- 1
- Acreage Community Park South- 0
- Kidscape – 3
- Downers – 0
- Bob Hoefl – 0
- Sycamore – 1
- Temple – 0
- Citrus – 2

Parks Maintenance

FEMA Update for Coconut Park:
The District parks department is working on Coconut Park and have made necessary repairs to the irrigation system for the Tree Replacement approved by FEMA. The tree contractor has started the project and has estimated a 3-week turn around. The pier project is currently out to bid and will be assigned once the bid process closes. The District has already started the permit process for the pier and will assign the permit to the contractor once approved.

The team is continuing to replace broken fencing throughout District.

Juniper is continuing treating the baseball fields for weeds and will be replacing the missing sod areas that were overgrown with weeds with fresh sod. Juniper continues to remove invasive species in the South Expansion detention areas. The parks department has been continuing their regular maintenance throughout the District.

Acreage Community Park North Athletic Campus: Juniper continues its routine maintenance.

Acreage Community Park South Expansion: The artificial turf project has been completed.

Administration Building: The parks team has installed new fencing and gates at the administration building due to safety concerns. The administration building's reception area was remodeled. Installation included new tile, new countertop, new door entry, new security glass and new security entry access to main room. New A/C ducting was added to the front check in area. High hat lighting was installed in the front reception area, hallway and the executive director's office.

Coconut Park: FEMA approved $401,416.30 for hurricane repairs. Those repairs have commenced.

Nicole Hornstein Equestrian Park: The parks team added fresh sand and sod to the natural walking trail.

Sycamore Park: Fresh sand has been added to the volleyball courts at Sycamore Park. The sail shade structure has been replaced at Sycamore Park. New tennis nets have been installed.

UPDATED Hurricane Milton/Tornado damage at Coconut Park:

FEMA has approved funds for the District to move forward with repairs to Coconut Park. The tree replacement is in the RFP process. Crews have started the removal of contaminated sod areas and started

the preparation of the park for the replacement of damaged or missing trees. The District has also started the process for the replacement of the pier. Engineers took core samples and are currently working of new drawings for the pier. Once complete, the District will submit for the pier permit.

After meeting with Juniper on site and assessing the damages at Coconut Park we feel the estimate. repair costs are as follows:

***Price includes material and labor unless otherwise specified.**

Damaged trees

63 Laurel Oak Trees @ 14' – 16' height 3" Cal. - $4,250 each. Total $267,750

26 Yellow Tabula Trees @ 10' – 12' height 3" Cal. - $2,500 each. Total $65,000

15 Sabal Palm Trees @ 12' 14' & 16' height - $750 each. Total $11,500

1 Red Maple Tree @ 10' – 12' height 2 ½ Cal. - $4,250 each. Total $4,250

2 Bald Cypress Trees @ 10' – 12' height 3" Cal. - $2,500 each. Total $5,000

Perimeter fencing - Total $25,000

Removal and replacement of grass including min. 2" soil removal due to unknown debris within the soil. Est. 240,000 S.F. @ $.30 per S.F. - Total $72,000

Repair damaged irrigation - Total $5,000

Pier (contracted price for complete replacement, including pilings due to twisting and uplifting winds) - Total $105,000

Walkway 3,000 linear feet @ $10 per linear foot (inhouse pricing) - Total $30,000

Exercise Equipment - Total $25,000

New Signs - Total $20,000

Misc. Equipment rental and labor for site prep - Total $65,000

TOTAL ESTIMATE PROJECT VALUE: $700,500.00

Recreation Programming

The District hosted Cowboy Clause and Grinchmas Holiday event, at Acreage Community Park South Expansion on December 6th, 2025, from 5pm-10pm. The event featured a parade, live entertainment, a Hayride, Costume contests, food trucks and vendors. The event had an estimated 2,000 participants.

- Fishing at the M1 Impoundment continues.
- Archery Classes continue at the Hamlin House.

Completed Events

- Fishing at M1 - Dec 6th, 2025
- Archery - Dec 7th, 2025
- Cowboy Clause and Grinchmas Holiday - Dec 6, 2025

Upcoming Events

- Fishing at M1 - Jan 3rd, 2026, and Feb 7th, 2026
- Archery - Jan 4th, 2026, and Feb 8th, 2026
- Movies in the Park Series - Dates pending

FISCAL IMPACT: N/A

RECOMMENDATION: Motion to receive and file.

ATTACHMENTS:

AGENDA ITEM NO. 14.8

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE: January 28, 2026

SUBMITTED BY: Heide Garcia

DEPARTMENT: Administration

ITEM TYPE: Reports

AGENDA SECTION: REPORTS (File and Receive)

SUBJECT: Public Record Requests received for the month of December 2025

BACKGROUND: The District received 4 records for this reporting month .

FISCAL IMPACT: $128.00 have been collected under Records Management in the month of December.

RECOMMENDATION: Motion to Receive and File

ATTACHMENTS:
2025.12.01 C JONES PRR.pdf
2025.12.02 C JONES PRR RESPONSE.pdf
2025.12.15 K BOWSHER PRR.pdf
2025.12.18 BOWSHER PRR RESPONSE.pdf
2025.12.23 PORTER PRR.pdf
2025.12.30 M PORTER PRRR.pdf
2025.12.18 BOWSHER PRR 2.pdf
2026.01.09 BOWSHER PRR RESPONSE.pdf

Request Form

Pursuant to Chapter 119, Florida Statutes, **no fields are required**; however, **if you choose to make a public records request using this form,** please provide at least one method of contact, with a subject and detailed request.

Please note: Records can be obtained by phone, completion of the form below, or emailing recreq@indiantrail.com

Contact Details

Full Name
Christina Jones

Organization
SKIPPED

Full Address
16931 90th st n
Loxahatchee Fl 33470

Email
pink_dilute@yahoo.com

Phone
(561) 797-1915

Request Details

In order to help us provide you the best response to your request, please carefully consider providing specific information. Please know that broad requests can take longer to fulfill and may become costly for the requester. Including specific keywords, timeframes, document types (emails, texts), and narrowing a request to certain individuals or divisions can greatly reduce cost.

Summary of Records Requested
Did someone request maintenance at my property regarding a tree. If so, who requested it?

Initial Date (Timeframe) of Requested Records
11/19/2025

Ending Date (Timeframe) of Requested Records
11/01/2025

Outlook

Re: *NEW SUBMISSION* Public Records Request

From Heidi Garcia <hgarcia@indiantrail.com>
Date Tue 12/2/2025 9:29 AM
To pink_dilute@yahoo.com <pink_dilute@yahoo.com>
Cc Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>

Dear Ms. Jones,

I hope this email finds you well. We received your request regarding work orders for your property related to a tree. At this time, we do not have any records associated with your address concerning a tree.

Please let me know if you have any questions or need further assistance.

Wishing you a great day!

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

INDIAN TRAIL
IMPROVEMENT DISTRICT

13476 61st Street North|West Palm Beach, FL 33412
G: 26.766819|-80.254761
T: 561.793.0874 | C: 561.815.0029 | F: 561.793.371

Florida Public Records Act Disclaimer

The Indian Trail Improvement District is governed by the Public Records Act as set forth in Chapter 119, Florida Statutes. Emails and email addresses are subject to the Public Records Act and are public records subject to disclosure. All emails, including attachments and any corresponding email addresses, sent or received are retained by the Indian Trail Improvement District as public records.

From: MaintReq@indiantrail.com <MaintReq@indiantrail.com>
Sent: Tuesday, December 2, 2025 9:17 AM
To: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: *NEW SUBMISSION* Public Records Request

Public Records Request

Submission #:	4495683
IP Address:	2600:1006:b05b:6c9e:0:5c:d176:7d01
Submission Date:	12/02/2025
Survey Time:	3 minutes, 9 seconds

You have a new online form submission. To download a copy in PDF format, please click here.
Note: a download will promptly begin but may take up to a few minutes to complete pending the overall submission size.
To access any files which may have been uploaded with this form submission, please log in to the Vision CMS admin portal.
Thank you,
Indian Trail Improvement District, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

Outlook

Public record request #1

From Karla Bowsher <acreagekarla@proton.me>
Date Mon 12/15/2025 9:25 AM
To Heidi Garcia <hgarcia@indiantrail.com>

You don't often get email from acreagekarla@proton.me. Learn why this is important

Hello Mrs. Garcia,

Pursuant to the Florida Public Records Act (F.S. 119), I am writing to request the full name, phone number, email address and mailing address of the company that issued the surety bond for ITID Supervisor Richard Vassalotti.

If you refuse to provide this information, F.S. 119 requires that you advise me in writing and indicate the applicable exemption to the Public Records Act. Also, please state with particularity the reasons for your decision, as required by Section 119.07(2)(a).

I agree to pay the actual cost of duplication as defined in Section 119.07(1)(a). However, if you anticipate that in order to satisfy this request, "extensive use" of information technology resources or extensive clerical or supervisory assistance as defined in Section 119.07(1)(b) will be required, please provide a written estimate and justification.

If you have any questions or need more information to expedite my request, please call me at 954-675-5415.

Sincerely,
Karla Bowsher
Resident of the Indian Trail Improvement District

Outlook

Re: Public record request #1

From Heidi Garcia <hgarcia@indiantrail.com>
Date Thu 12/18/2025 10:25 AM
To Karla Bowsher <acreagekarla@proton.me>
Cc Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>

1 attachment (5 MB)
2025.03.24 BOARD TREASURER BOND VASSALOTTII.pdf;

Good Morning Ms. Bowsher,

Hope this email finds you well. In response tp your record request the Surety Bone with through Travelers Casualty and Suresty Company of America their phone number is 800-421-3880. I have attached the bond for your records. Please let me know if you have any questions or concerns

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

INDIAN TRAIL
IMPROVEMENT DISTRICT

13476 61st Street North|West Palm Beach, FL 33412
G: 26.766819|-80.254761
T: 561.793.0874 | C: 561.815.0029 | F: 561.793.371

Florida Public Records Act Disclaimer

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From: Karla Bowsher <acreagekarla@proton.me>
Sent: Monday, December 15, 2025 9:25 AM
To: Heidi Garcia <hgarcia@indiantrail.com>
Subject: Public record request #1

You don't often get email from acreagekarla@proton.me. Learn why this is important

Hello Mrs. Garcia,

Pursuant to the Florida Public Records Act (F.S. 119), I am writing to request the full name, phone number, email address and mailing address of the company that issued the surety bond for ITID Supervisor Richard Vassalotti.

If you refuse to provide this information, F.S. 119 requires that you advise me in writing and indicate the applicable exemption to the Public Records Act. Also, please state with particularity the reasons for your decision, as required by Section 119.07(2)(a).

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If you have any questions or need more information to expedite my request, please call me at 954-675-5415.

Sincerely,
Karla Bowsher
Resident of the Indian Trail Improvement District

Request Form

Pursuant to Chapter 119, Florida Statutes, **no fields are required**; however, **if you choose to make a public records request using this form,** please provide at least one method of contact, with a subject and detailed request.

Please note: Records can be obtained by phone, completion of the form below, or emailing recreq@indiantrail.com

Contact Details

Full Name
Mark Porter

Organization
Self

Full Address
13468 86th Rd N
West Palm Beach FL 33412

Email
mporter115@startmail.com

Phone
(561) 758-7760

Request Details

In order to help us provide you the best response to your request, please carefully consider providing specific information. Please know that broad requests can take longer to fulfill and may become costly for the requester. Including specific keywords, timeframes, document types (emails, texts), and narrowing a request to certain individuals or divisions can greatly reduce cost.

Summary of Records Requested
Date and Time school zone signs were installed on Avocado Blvd at 60th St, North and South of intersection.

Initial Date (Timeframe) of Requested Records
12/15/2025

Ending Date (Timeframe) of Requested Records
12/19/2025

Outlook

12/23/2025 Record request

From Heidi Garcia <hgarcia@indiantrail.com>
Date Tue 12/30/2025 3:05 PM
To mporter115@startmail.com <mporter115@startmail.com>
Cc Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>

1 attachment (143 KB)
2025.12.23 PORTER PRR.pdf;

Good afternoon Mr. Porter,

I hope this email finds you well. Unfortunately, we are unable to fulfill your request for the date and time the school zone signs were installed at the intersection of Avocado Blvd and 60th North and South, as there are no records available.

If you have any questions or need further assistance, please feel free to reach out. Wishing you a wonderful afternoon and a Happy New Year!

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

INDIAN TRAIL
IMPROVEMENT DISTRICT

13476 61st Street North|West Palm Beach, FL 33412
G: 26.766819|-80.254761
T: 561.793.0874 | C: 561.815.0029 | F: 561.793.371

Florida Public Records Act Disclaimer

The Indian Trail Improvement District is governed by the Public Records Act as set forth in Chapter 119, Florida Statutes. Emails and email addresses are subject to the Public Records Act and are public records

subject to disclosure. All emails, including attachments and any corresponding email addresses, sent or received are retained by the Indian Trail Improvement District as public records.

Outlook

Public record request #2

From Karla Bowsher <acreagekarla@proton.me>
Date Mon 12/15/2025 12:15 PM
To Heidi Garcia <hgarcia@indiantrail.com>

You don't often get email from acreagekarla@proton.me. Learn why this is important

Hello Heidi,

Pursuant to Florida's Public Records Act (Chapter 119), I am writing to request a digital copy of the video that Supervisor Richard Vassalotti recorded with a cellphone during the ITID Board of Supervisors meeting on Dec. 10, 2025.

Please note that he recorded said video in connection with supervisor (i.e., official and public) business. As such, the video is subject to disclosure under Chapter 119 even if it was recorded using a personal device.

If you refuse to provide this information, Chapter 119 requires you advise me in writing and indicate the applicable exemption to the Public Records Act. Also, please state with particularity the reasons for your decision, as required by F.S. 119.07(2)(a).

I agree to pay the actual cost of duplication as defined in F.S. 119.07(1)(a). However, if you anticipate that in order to satisfy this request, “extensive use” of information technology resources or extensive clerical or supervisory assistance as defined in F.S. 119.07(1)(b) will be required, please provide a written estimate and justification.

If you have any questions or need more information in order to expedite this request, please call me at 954-675-5415

Sincerely,
Karla Bowsher
Resident of the Indian Trail Improvement District

Outlook

Re: Public record request #2

From Heidi Garcia <hgarcia@indiantrail.com>
Date Fri 1/9/2026 4:15 PM
To Karla Bowsher <acreagekarla@proton.me>
Cc Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>

1 attachment (12 MB)
12-10-2025 Recording.mp4;

Good Afternoon Ms. Bowsher.

Hope your week has been a good one. Please see attached video recording as requested on December 18th. Please let me know if you have any questions or concerns.

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

INDIAN TRAIL
IMPROVEMENT DISTRICT

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From: Heidi Garcia <hgarcia@indiantrail.com>
Sent: Tuesday, January 6, 2026 6:58 AM

To: Karla Bowsher <acreagekarla@proton.me>
Cc: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: Re: Public record request #2

Good Morning Ms. Bowsher.

I hope this message finds you well.

I understand your frustration and appreciate your patience. Due to limited staffing during the holiday period, this request required coordination beyond a single staff member. Now that staff has returned, we are actively working to complete your request.

At this time, we anticipate being able to provide the requested video by the end of this week. I will continue to keep you updated should there be any changes.

Thank you for your understanding.

Kind Regards,
Heidi Garcia,
Records Retention Coordinator

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From: Karla Bowsher <acreagekarla@proton.me>
Sent: Monday, December 29, 2025 1:11 PM
To: Heidi Garcia <hgarcia@indiantrail.com>

Cc: Public Records <publicrecords@indiantrail.com>; Records Request <recreq@indiantrail.com>
Subject: Re: Public record request #2

Hello,

Likewise, and thank you for the update. It did not answer my Dec. 22 question about my now 19-day-old public record request, however. The question is: "Could you please advise as to when I can expect that request to be fulfilled? That request was for a singular digital copy of a file that already exists in digital form, so it's not reasonable for it to take that long to turn it over."

Please note that as a former investigative reporter I am well versed in public records law and take the flouting thereof seriously.

Thank you,
Karla Bowsher
Resident of the Indian Trail Improvement District

AGENDA ITEM NO. 14.10

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Executive Summary

REGULAR MEETING BOARD OF SUPERVISORS

DATE:	January 28, 2026
SUBMITTED BY:	Heide Garcia
DEPARTMENT:	Administration
ITEM TYPE:	Reports
AGENDA SECTION:	REPORTS (File and Receive)
SUBJECT:	Meeting Notice
BACKGROUND:	Attached is the Notice published in the Palm Beach Post listing all Regular Board Meeting dates for FY-25
FISCAL IMPACT:	None.
RECOMMENDATION:	Motion to Receive and file.

ATTACHMENTS:
2025-2026 BOS MTG DATES.pdf

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

Board of Supervisors

Elizabeth Accomando,
President

Patricia Farrell,
Vice President

Richard J. Vassalotti II,
Treasurer

Betty Argue,
Secretary

Michael Johnson,
Assistant Secretary

District Staff

Burgess Hanson,
Executive Director

Mary Viator,
District Attorney

Jay Foy,
District Engineer

To: Board of Supervisors
From: Scarlet Cantley, Administration and Grants Coordinator
Date: August 20, 2025
Subject: **Important Dates FY 2025-2026**

Non-Board Meeting Dates for FY 2025-2026:

FASD Fall Quarterly Conference (Sandestin): Oct.9-10, 2025 (CDM 6-10)
Sleepy Hallow Event @ACP South: October 25, 2025
PBC Schools Thanksgiving Break: Nov. 24-28, 2025
Christmas Parade and Round-up – December 6, 13-14, 2025
PBC Schools Christmas/Winter Break: Dec. 22, 2025 – Jan. 2, 2026
PBC Days: 13-16, 2026 (Session Begins January 13, 2026) Tallahassee
MLK Holiday is Monday, January 19, 2026
FASD Legislative Forum: January 20-22, 2026 Tallahassee
PBC Schools Spring Break: March 16-20, 2026
Good Friday/Easter: April 3/5, 2026
Last Day of School: May 29, 2026
FASD Annual Conference (Orlando): June 7-12, 2026
First Day of School: August 10, 2026

Proposed Board Meeting Dates for FY 2025-2026 (Wednesdays at 6:00 PM):

Wednesday, October 15, 2025
Wednesday, November 12, 2025
Wednesday, December 10, 2025
Wednesday, January 28, 2026
Wednesday, February 25, 2026
Wednesday, March 25, 2026
Wednesday, April 15, 2026
Wednesday, May 20, 2026
Wednesday, June 3, 2026
Wednesday, July 15, 2026
Wednesday, August 19, 2026
Wednesday, September 16, 2026

9.E. Code of Civility

WE PLEDGE:

- To be respectful of other Board Members, Staff, speaking guest and residents.
- To have thoughtful discussions and when we disagree, we will do so in a respectful manner, without shouting, name calling and fighting.
- To keep comments on the subject matter at hand.
- To treat others as we want to be treated.
- To understand that the "world" is watching and our behavior reflects who we are and affects the behavior of others.
- To work together as a team and acknowledge we are much stronger together.
- To understand that there will be consequences for our words and actions.
- In the event of uncivil behavior, the Board may take one or more of the following actions:
    - Verbal Warning
    - Formal Reprimand
    - Removal from Board Committee Assignments
    - Removal from Board Officer Assignments
- The Board Member subject to disciplinary action shall have the opportunity to respond and present a defense. The Board may choose to review or discuss the incident at a future meeting, but a Special Meeting is not required to address these matters.
- When a Supervisor thinks that any Rule of Procedure or portion of the Code of Civility is not being followed, he or she can make a "Point of Order", thereby calling upon the President for a ruling and an enforcement of the rules.

The District Code of Civility is included in the Board of Supervisors Rules of Procedures – Revised and Adopted on 08/20/2025. Complete Copy of Rules and Procedures on file with the District.